



City of Enid
401 W. Owen K. Garriott
P.O. Box 1768
Enid, Oklahoma 73702
580-234-0400

BOARD OF COMMISSIONERS

NOTICE OF REGULAR MEETING

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development 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, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 17th day of September, 2013, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR SESSION OF SEPTEMBER 5, 2013.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
 - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 - 5.2 DACHSHUND DASH PRESENTATION BY FRANK BAKER AND APRIL DANAHY.

6. HEARINGS.

- 6.1 CONDUCT A PUBLIC HEARING REGARDING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.

BACKGROUND: The City of Enid, as an entitlement city, is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the Department of Housing and Urban Development (HUD) within 90 days of the close of the program year. The CAPER has been prepared and made available for public inspection. After a 15-day comment period, the City of Enid will submit the report to HUD along with a narrative of public comments received during the comment period and from tonight's public hearing. Approval for the submission of the CAPER to HUD is enabled in companion agenda item 8.1. The CAPER is due to HUD before September 30, 2013.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENT: The CAPER is on file in the Office of the City Clerk.

RECOMMENDATION: Conduct public hearing.

PRESENTER: Stephanie Carr, CDBG Coordinator.

- 6.2 CONDUCT A HEARING AMENDING THE ENID MUNICIPAL CODE 2003, TITLE 11, ENTITLED "ZONING"; CHAPTER 11, ENTITLED "SITE PLAN REVIEW"; AMENDING SECTION 11-11-4, ENTITLED "EXCEPTIONS"; TO EXEMPT SITE PLANS FOR INDUSTRIAL ZONINGS NOT ON AN ARTERIAL AND ELIMINATING THE EFFECT OF ALLOWING AN EXEMPTION BY THE PLANNING COMMISSION AND MAYOR AND BOARD OF COMMISSIONERS; AMENDING SECTION 11-11-7, ENTITLED "SITE PLAN PREPARATION" TO ALLOW FOR ELECTRONIC SUBMITTAL; AMENDING SECTION 11-11-9, ENTITLED "SITE PLAN SUBMISSION AND REVIEW"; TO ALLOW CITY STAFF TO REVIEW SITE PLANS UNLESS IT IS A PUD SITE PLAN OR IMPROVEMENTS WITHIN THE COMPREHENSIVE PLAN; AMENDING SECTION 11-11-10, ENTITLED "PUBLIC NOTICE"; TO ELIMINATE POSTING SITE PLANS UNLESS IT IS A PUD SITE PLAN OR IMPROVEMENTS WITHIN THE COMPREHENSIVE PLAN AND WHEN THE PROPERTY IS POSTED; ADDING SECTION 11-11-15, ENTITLED "VARIANCE" TO PROVIDE FOR A VARIANCE SECTION.

BACKGROUND:

The amendments to the Site Plan Review Ordinance permit city staff to review and approve submitted site plans on an as-needed basis. Site plans that are part of a Planned Unit Development (PUD) or

improvements within the Comprehensive Plan will be reviewed and approved by Metropolitan Area Planning Commission.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None.

RECOMMENDATION: Conduct hearing.

PRESENTER: Chris Bauer, Planning Administrator.

7. COMMUNITY DEVELOPMENT.

7.1 CONSIDER AN EMERGENCY ORDINANCE AMENDING THE SITE PLAN REVIEW ORDINANCE.

BACKGROUND: This is a companion item to 6.1 concerning an amendment to the Site Plan Review Ordinance.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve ordinance with emergency.

PRESENTER: Chris Bauer, Planning Administrator.

8. ADMINISTRATION.

8.1 CONSIDER A RESOLUTION TO ALLOW THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.

BACKGROUND: This is a companion to agenda item 6.1. The City of Enid, as an entitlement city, is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) within 90 days of the close of the program year. The report has been prepared and made available for public inspection. The 15 day comment period will expire September 18, 2013. With the approval of the resolution, submission will be made to HUD.

2013-2014 BUDGETED ITEM: This item is for reporting purposes only and does not involve the expenditure of funds.

FUNDING SOURCE: Not applicable.

ATTACHMENT: Resolution. The CAPER is available for review in the office of the City Clerk.

RECOMMENDATION: Approve Resolution.

PRESENTER: Stephanie Carr, CDBG Administrator.

8.2 **CONSIDER A RESOLUTION AMENDING THE 2013-2014 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$33,458.00 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.**

BACKGROUND: This is a companion to Items 8.3, 8.4 and 12.1. Key Construction, LLC, was awarded the Renaissance Event Center construction project for a contract amount of \$17,444,444.00. Eight (8) change orders have been approved, totaling \$1,040,856.00, for a total contract amount of \$18,485,300.00.

Change Order No. 9 adds modifications to electrical systems required to accommodate video boards, game clocks and scorer's table equipment in the Event Center.

Change Order No. 10 adds modifications to lighting to provide enhanced lighting at owner-provided graphics and photography.

This Resolution will appropriate funds to support Change Order No. 9 for \$7,646.00 and Change Order No. 10 for \$25,812.00 for the following items:

Change Order No. 9:

- Revises circuiting to the scoreboards at 2 locations.
- Revises circuiting to score table floor boxes at 2 locations.
- Adds receptacle and circuiting for game clock to Official Dressing Room.

Change Order No. 10:

- Adds new light fixtures for artwork lighting throughout the Event Center.
- Revises circuiting to new light fixture locations.

The revised contract amount will be \$18,518,758.00.

2013-2014 BUDGETED ITEM: No. This appropriates funds in the Capital Improvement Fund.

FUNDING SOURCE: Enid Municipal Authority.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

- 8.3 CONSIDER CHANGE ORDER NO. 9 WITH KEY CONSTRUCTION OKLAHOMA, LLC, TULSA, OKLAHOMA, FOR THE NEW EVENT CENTER, M-1109E.

BACKGROUND: This is a companion to Items 8.2, 8.4 and 12.1.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: None. Change Order No. 9 is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Change Order No. 9 in the amount of \$7,646.00.

PRESENTER: Bob Myers, Program Manager, Carter and Associates, Inc.

- 8.4 CONSIDER CHANGE ORDER NO. 10 WITH KEY CONSTRUCTION OKLAHOMA, LLC, TULSA, OKLAHOMA, FOR THE NEW EVENT CENTER, M-1109E.

BACKGROUND: This is a companion to Items 8.2, 8.3 and 12.1.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: None. Change Order No. 10 is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Change Order No. 10 in the amount of \$25,812.00.

PRESENTER: Bob Myers, Program Manager, Carter and Associates, Inc.

- 8.5 CONSIDER AND APPROVE A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PROPERTY FOR THE WILLOW ROAD WIDENING PROJECT, AND AUTHORIZE, INSTRUCT, AND DIRECT THE CITY ATTORNEY TO COMMENCE CONDEMNATION PROCEEDINGS IF SAID

PROPERTY CANNOT BE PURCHASED AND DAMAGES SETTLED BY AGREEMENT WITH THE LANDOWNERS.

BACKGROUND: The City has engaged in a project known as the "Willow Road Widening Project" with the intent to widen Willow Road to four (4) lanes. This lengthy process has allowed the City to purchase most of the necessary properties. However, some necessary properties remain unacquired despite generous offers by the City. Thus, condemnation has become necessary. This resolution declares the necessity for condemnation and directs the City Attorney to begin condemnation procedures.

2012-2013 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Andrea Springer, City Attorney.

- 8.6 CONSIDER PURCHASING 15.1 ACRES OF LAND FROM MRS. MARTHA MAE PARKINSON AT THE SOUTHWEST CORNER OF THE APPROACH END OF RUNWAY 35 AT THE ENID WOODRING REGIONAL AIRPORT TO FACILITATE THE RUNWAY EXTENSION TO THE SOUTH.**

BACKGROUND: Federal Aviation Administration requires airports to maintain obstruction free areas at both the approach and departure ends of their runways. To meet this requirement in conjunction with the Airport's runway extension, 15.1 acres of land currently owned by Mrs. Martha Mae Parkinson is needed. The negotiated price is \$76,800.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Airport Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve the purchase of 15.1 acres from Mrs. Martha Mae Parkinson.

PRESENTER: Dan Ohnesorge, Airport Director.

- 8.7 CONSIDER APPROVING AN AGREEMENT WITH TETRA TECH INC., OKLAHOMA CITY, OKLAHOMA, FOR PROFESSIONAL MANAGEMENT SERVICES FOR THE DEVELOPMENT AND CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE NORTHSTAR ARGUMENT INDUSTRIES CANOLA PLANT, PROJECT G-1302B.**

BACKGROUND: Northstar Agri Industries is developing a Canola Plant between 66th Street and 68th Street, south of Willow Road. The development will require the improvement of 66th Street, extension of water lines, and the extension of sanitary sewer lines.

The City of Enid solicited two (2) qualified firms for these services and selected Tetra Tech as the best qualified firm. A contract has been negotiated in an amount not to exceed \$414,500.00, including \$369,500.00 for contract administration and \$45,000.00 for right-of-way acquisition. The project duration is estimated at two (2) years.

Tetra Tech will provide program, right-of-way acquisition, and construction management services, with construction inspection services to be negotiated after design, if needed. The work will include administration of construction, review and approval of structural details and shop drawings, review of pay requests and change orders, and providing field clarification of the plans and specifications.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund, TIF financing, and ERDA.

ATTACHMENTS: None. Agreement is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Agreement with Tetra Tech in an amount not to exceed \$414,500.00.

PRESENTER: Murali Katta, P.E., Project Engineer.

- 8.8 **CONSIDER AWARDING A CONTRACT TO GENUINE PARTS COMPANY/NAPA AUTO PARTS, A GEORGIA CORPORATION, FOR OPERATING AN ON-SITE WAREHOUSE TO PROVIDE FOR THE EFFICIENT PROCUREMENT OF EQUIPMENT AND VEHICLE PARTS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

BACKGROUND: To improve the efficiency of the warehouse/purchasing operation and reduce costs, an agreement with specialized expertise in managing vehicle and equipment inventories is proposed. Warehouse funding was eliminated in the current budget, allowing each department to account for their own equipment and vehicle parts purchases.

Requests for proposals were sent to five (5) vendors. Two (2) bids were received. NAPA Auto Parts was selected based on its expertise, lower cost markup percentages, and excellent references from Oklahoma City, Edmond, and Midwest City.

NAPA Auto Parts will charge cost plus 10% gross profit on all parts issued to the City of Enid, and will bill all personnel costs separately on a monthly basis. The proposed contract is valid for one (1) year and may be automatically renewed for an additional four (4) years. The contract can be terminated at anytime with 60 days written notice by either party.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Various Funds.

ATTACHMENTS: Contract.

RECOMMENDATION: Award Contract to Genuine Parts Company/NAPA Auto Parts.

PRESENTER: Rob Camp, Deputy Director of Public Works.

8.9 CONSIDER APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3722.

BACKGROUND: The City Manager and his selected team began negotiating with the IAFF Union in early 2013. After months of negotiation, the parties have finalized a two-year collective bargaining agreement which is retroactive to July 1, 2013 and is effective through June 30, 2015.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Fire Fund.

ATTACHMENTS: Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

8.10 CONSIDER APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE ENID/GARFIELD COUNTY FRATERNAL ORDER OF POLICE LODGE #144.

BACKGROUND: The City Manager and his selected team began negotiating with the FOP Lodge in early 2013. After months of negotiation, the parties have finalized a two-year collective bargaining agreement which is retroactive to July 1, 2013 and is effective through June 30, 2015.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Police Fund.

ATTACHMENTS: Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

- 8.11 **CONSIDER ENACTING AN ORDINANCE AMENDING CHAPTER 1, TITLE 12, OF THE ENID MUNICIPAL CODE, 2003, TO CORRECT GRAMMAR THROUGHOUT AND TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED.**

BACKGROUND: This ordinance was requested by Commissioner Wilson and Commissioner Ezzell.

This ordinance adds "Sexual Orientation" and "Gender Identity," to the classes protected under the City of Enid's code. This change will apply to employment, employment agencies, labor organizations, training programs, public accommodations, housing, banks, and reverse discrimination in the City of Enid. Definitions for Sexual Orientation and Gender Identity have been added to the Definition section. Additionally, grammatical errors have been corrected throughout.

2012-2013 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Andrea L. Chism, City Attorney.

- 8.12 **CONSIDER THE SOLE SOURCE PURCHASE OF MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM WITH SURFACE PREPARATION FOR THE LOCAL STEET PROGRAM TO DONELSON CONSTRUCTION COMPANY, LLC, TULSA, OKLAHOMA, IN THE AMOUNT OF \$300,000.80.**

BACKGROUND: On August 20, 2013 the Commission received a presentation on the MAQS Surfacing System used on Rolling Oaks and Quailwood drives. Due to its very encouraging success, staff urges similar application in other areas identified in the Local Street Program.

An overlay project in the Evandale Subdivision, previously estimated to cost \$303,160.00, may be achieved via use of MAQS at a cost of \$29,200.00. If approved, cost savings would be redirected to overlay an additional 7.9 miles in the Local Street Program using MAQS.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Street and Alley Fund.

ATTACHMENTS: Quotes and Sole Source reference.

RECOMMENDATION: Award the purchase of MAQS Surfacing System to the sole source vendor, Donelson Construction Company, LLC, in the amount of \$300,000.80.

PRESENTER: Rob Camp, Deputy Director of Public Works.

9. CONSENT.

9.1 APPROVE CHANGE ORDER NO. 1 WITH CP3 ENTERPRISES INC., MAUD, OKLAHOMA, FOR THE WOODRING AIRPORT DETENTION FACILITY, PROJECT NO. F-1104B.

BACKGROUND: On June 18, 2013, the Commission approved a contract with CP3 Enterprises Inc. for \$324,175.28 to construct a stormwater detention basin at the Enid Woodring Regional Airport. This improvement will mitigate stormwater impacts from development of hangars and industrial sites at the Airport.

During construction, a foundation and buried debris were uncovered in the basin location site. The cost of removal of the 21 truck-loads of debris, backfilling, and re-staking is \$11,340.42. Change Order No. 1 increases the contract amount and adds 20 calendar days to cover the additional work.

Adjusted contract amount is \$335,272.86.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Storm Water Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve Change Order No. 1.

PRESENTER: Murali Katta, P.E., Project Engineer.

9.2 DENIAL OF TORT CLAIMS OF AMANDA FIELDS, DEBRA HENSHALL AND JOHN CAMPBELL.

BACKGROUND: On or about August 9, 2013, Amanda Fields submitted a tort claim for property damage in the amount of two-hundred twenty-four dollars (\$224.00). The claim alleged that as a result of problems in the City sewer line, a toilet in the home overflowed causing carpet

damage and a plumbing bill. The City Attorney investigated and found no liability on the City's part regarding this claim and recommends denial of the claim.

On or about August 1, 2013, Debra Henshall submitted a tort claim for personal injury of an unspecified dollar amount. The claim alleged that while walking to her vehicle, she tripped in a pot hole, landing on her right knee and overextending both wrists. The City Attorney investigated and found no liability on the City's part regarding this claim and recommends denial of the claim.

On or about July 26, 2013, John Campbell submitted a tort claim for vehicle damage in the amount of three-hundred ninety-seven dollars and nine cents (\$397.09). The claim alleged that while driving westbound on Willow, he hit a pot-hole and damaged his tire and rim. The City Attorney investigated and found no pot-hole in the location alleged in the claim. The City Attorney recommends denial of the claim.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None. Letters are on file in the Office of the City Clerk.

RECOMMENDATION: Deny tort claims.

PRESENTER: Andrea Chism, City Attorney.

9.3 CONVEYANCE OF A QUITCLAIM DEED TO VICTORY BIBLE CHURCH, INC., FOR THE WEST TEN FEET (10') OF LOTS ONE (1) THROUGH THREE (3), BLOCK TWENTY-ONE (21), SAWYER'S UNIVERSITY PLACE ADDITION TO THE CITY OF ENID.

BACKGROUND: Prior to 1999, lots one (1) through (4) of Sawyer's University Place Addition were replatted into three (3) lots, reserving a ten foot (10') strip to the City of Enid for drainage and utilities. Subsequently, Victory Bible Church, Inc. has purchased all of the remaining property surrounding that property. The City of Enid is responsible for the maintenance of that parcel, but has no use for it. Victory Bible Church, Inc. requests the City grant the parcel to the Church and they will maintain it. The City will retain a permanent easement over, across and under the entire strip, with right of ingress and egress to and from the same for drainage and utilities.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Quitclaim Deed.

RECOMMENDATION: Approve Quitclaim Deed.

PRESENTER: Andrea Springer, City Attorney.

9.4 **APPROVE AND EXECUTE LOCAL FUNDING PROGRAM CONTRACT WITH ENID METROPOLITAN AREA HUMAN SERVICE COMMISSION, INC. (METRO COMMISSION).**

BACKGROUND: In accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid found that the above local program met and served a proper public purpose and made an appropriation for the local program in the City of Enid's Fiscal Year 2013-2014 budget. The City of Enid desires to set forth the terms and conditions with which the local program shall comply in order to receive funding. Funding allocation for the Metro Commission is \$7,000.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Contract.

RECOMMENDATION: Approve and execute local program funding contract.

PRESENTER: Andrea Chism, City Attorney.

9.5 **ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR A SANITARY SEWER LINE EXTENSION TO SERVE THE HEARTHSTONE FARMS ADDITION, PROJECT NO. S-1407A.**

BACKGROUND: ODEQ approved a permit to construct 400 linear feet of eight inch (8") sanitary sewer line to serve the Hearthstone Farms Addition, located in the NE/4, Section 15, Township 22 North, Range 7 West of the Indian Meridian, Garfield County, Oklahoma.

After acceptance of Permit No. SL000024130644, it will be recorded as permanent record.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None. Permit is on file in the Office of the City Clerk.

RECOMMENDATION: Accept ODEQ Permit.

PRESENTER: Murali Katta, P.E., Project Engineer.

9.6 APPROVE CHANGE ORDER NO. 1 WITH S.L. MADISON CONSTRUCTION, LLC, CRESCENT, OKLAHOMA, FOR THE STORM SEWER REPAIR AT 901 S. CLEVELAND STREET, PROJECT NO. F-1309A.

BACKGROUND: On July 2, 2013, the Commission approved a contract for \$67,596.50 to repair aging storm sewer infrastructure on Cleveland Street from Indian Drive south to Bethel Baptist Church.

Change Order No. 1:

- Adds \$3,983.25 to adjust for final quantities delivered at unit prices.
- Adds \$6,100.00 for additional work associated with concreting existing pipe in place and repairing parking lot surface.

Adjusted contract amount is \$77,679.75.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Storm Sewer Capital Improvement Fund.

ATTACHMENTS: None. Change Order No. 1 is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Change Order No. 1.

PRESENTER: Murali Katta, P.E., Project Engineer.

9.7 APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,572,689.12.

ATTACHMENTS: List of claims.

10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.

11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12.1 CONSIDER A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$33,458.00.

BACKGROUND: This is a companion item to items 8.2, 8.3 and 8.4. Funds must be transferred from the Enid Municipal Authority operations department to the Capital Improvement Fund Capital Improvement Department to provide funding of \$33,458.00 for the Key Construction Change Order No. 9 and Change Order No. 10. The funds will be transferred from the EMA to the Capital Improvement Department.

2013-2014 BUDGETED ITEM: No. This item increases the EMA financial plan.

FUNDING SOURCE: Enid Municipal Authority/1% Sales Tax Account.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Jerald Gilbert, Chief Financial Officer

12.2 APPROVAL OF CLAIMS IN THE AMOUNT OF \$98,012.15.

ATTACHMENTS: List of claims.

13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.

14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15.1 APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,185.72.

ATTACHMENTS: List of Claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. PUBLIC DISCUSSION.

18. ADJOURN.

MINUTES OF REGULAR MEETING OF
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST
HELD ON THE 5TH DAY OF SEPTEMBER 2013

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, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in regular meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 6:30 P.M. on the 5th day of September 2013, pursuant to notice given by December 15, 2012 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 4th day of September 2013.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

ABSENT: Commissioner Stuber.

Staff present were City Manager Eric Benson, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Chief Financial Officer Jerald Gilbert, Director of Engineering Services Chris Gdanski, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Human Resource Director Sonya Key, Director of Long Range Planning Whitney Box, Safety Director Billy McBride, Director of Aviation Dan Ohnesorge, and Ex-Officio Member Chief Master Sergeant Mark Aman.

Pastor Josh Haynes from North Garland Church of Christ gave the Invocation, and Chief Master Sergeant Mark Aman led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Timm to approve the minutes of the regular Commission meeting of August 20, 2013, and the vote was as follows:

AYE: Commissioners Janzen, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Mr. David Handley presented "Minnie," a two-year old female Chihuahua, available for adoption at the Enid Animal Shelter.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the final plat for Block 2, Hearthstone Farms Addition, and the vote was as follows:

AYE: Commissioners Janzen, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Mayor Shewey announced that Item 8.1, Consider Awarding A Contract To Genuine Parts Company/NAPA Auto Parts, A Georgia Corporation, For Operating An On-Site Warehouse To Provide For The Efficient Procurement Of Equipment And Vehicle Parts, And Authorize The Mayor To Execute All Contract Documents After Review By The City Attorney, was being removed from the agenda.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve an emergency resolution authorizing the calling and holding of a special election in the city of Enid on the 12th day of November 2013, for the purpose of submitting to the registered qualified electors of said city,

the question of amending the City Charter of the City of Enid to provide for collective bargaining by certain municipal employees.

Following considerable discussion as to the definition of emergency per the City Charter, and whether or not an emergency should apply to this issue, the vote was taken as follows:

AYE: Commissioners Janzen, Ezzell, Timm and Mayor Shewey.

NAY: Commissioners Wilson and Vanhooser.

Thereupon, Commissioner Ezzell moved that the Emergency Section of said Resolution be approved. Motion was seconded by Commissioner Janzen.

Following further discussion as to whether or not an emergency should apply, the vote was taken as follows:

AYE: Commissioners Janzen, Ezzell, Timm and Mayor Shewey.

NAY: Commissioners Wilson and Vanhooser.

Motion failed.

(Copy Resolution)

Discussion was held regarding priority options for the Pedestrian Trail Project.

An overview of Phase 5 pedestrian trail planned activities was made by Mr. Chris Gdanski, Director of Engineering Services. Options and cost estimates were provided commissioners for consideration as follows: 1) Signalization on South Van Buren Street at the trail crossing. Estimated cost, \$103,000.00 for design and construction; 2) Extension of the trail from Frantz Avenue to downtown. No cost estimate. It was noted that staff was in the process of determining route feasibility and developing initial planning to support 2014-2015 fiscal year budget submittals for this project; 3) Extension of the trail along the Boggy Creek diversion channel south of Rupe Avenue to Meadowlake Park. Estimated construction cost, \$380,000.00; and 4) Extension of the trail between Oakwood Road and Garland Road. Estimated cost, \$950,000.00 for design and construction.

During discussion, Commissioner Ezzell asked that a spur to Oakwood Mall be considered as part of the Oakwood Road to Garland Road project.

City Manager Eric Benson stated that this was not in the current year's budget cycle, but as the project matured, there could be contingencies to devote excess funds, if available, for that option.

Commissioner Janzen asked if there were funds available to begin land acquisition on the downtown trail.

Commissioner Ezzell stated that based on cost estimates discussed, approximately \$500,000.00 should be available in the current budget for property acquisition.

Mr. Benson responded and asked that prior to committing to this particular action, staff be allowed to receive bids on the other projects to determine what funds, if any, would be available. He advised commissioners that discussions with homeowners had begun; however, there was nothing on the table. He asked for authorization from commissioners to pursue the proposal presented by staff, stating that the trail to downtown and the completion of the trail to Oakwood Mall would happen as the process matured.

Following further discussion, motion was made by Commissioner Janzen to approve the proposal presented by staff.

Motion was seconded by Commissioner Ezzell.

City Attorney Andrea Chism interjected that there was no action listed on the agenda for this item. She explained that if there was no action recommended, then no action could be taken. She went on to say that the agenda did say "discuss and consider," but there was no recommendation as to what that action might be.

Commissioner Janzen then withdrew his motion.

Following further discussion, Ms. Chism agreed that a motion could be made to adopt the recommendation of staff as proposed.

Motion was then made by Commissioner Janzen to adopt the recommendation proposed by staff for the Pedestrian Trail Project.

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

AYE: Commissioners Janzen, Ezzell, Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioner Timm.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve staff recommendations on the following Consent Items as listed, and the vote was as follows:

AYE: Commissioners Janzen, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

- (1) Acceptance of the following described Easement for Public Highway in Block 1, Woodlands Subdivision, from John and Patricia Felt, in conjunction with Project No. R-0303D, Willow Road Widening:

(Copy Description

- (2) Approval of Change Order No. 7 with Rick Lorenz Construction Co., for Project R-1201A, 2012 Local Street Program. It was noted that during excavation of the Enid Police Department parking lot, two (2) basement structures were uncovered from previously demolished and buried debris. Change Order No. 7 will provide for the removal of footing debris, and hauling in and compacting fill material on the site at an additional cost of \$95,474.80, for a total revised contract amount of \$1,424,211.61;
- (3) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project No. S-1315A, Sewer Line Extension to serve Skyview Addition;
- (4) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project W-1311A, Waterline Extension to serve Skyview Addition;
- (5) Approval of Agreement with the State of Oklahoma Department of Emergency Management, for the sub-grant of Emergency Management Performance Grant Program funds in the amount of \$10,000.00;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY-

PRESENT: Trustees Janzen, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, Trust Manager Eric Benson, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustee Stuber.

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

AYE: Trustees Janzen, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

Chairman Shewey adjourned the meeting to convene as the Enid Economic Authority.

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Janzen, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, General Manager Eric Benson, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustee Stuber.

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

AYE: Trustees Janzen, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

Mr. Richard Schultz, 4520 North 16th, addressed the Commission regarding road conditions on North 16th Street between Breckinridge Road and Phillips Avenue.

Ms. Trish Newberry, 4401 North 16th Street, and Robert and Peggy Roads, 1516 East Phillips Avenue, also spoke regarding the road conditions on North 16th Street. All requested that the City of Enid work with North Enid officials to repair the road, and match their commitment to pay for one-half of the costs associated the repairs.

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

AYE: Commissioners Janzen, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

The meeting adjourned at 7:08 P.M.

ORDINANCE 2013-_____

AN ORDINANCE AMENDING ENID MUNICIPAL CODE 2003, TITLE 11, ENTITLED “ZONING”; CHAPTER 11, ENTITLED “SITE PLAN REVIEW”; AMENDING SECTION 11-11-4, ENTITLED “EXCEPTIONS”; TO EXEMPT SITE PLANS FOR INDUSTRIAL ZONINGS NOT ON AN ARTERIAL AND ELIMINATING THE EFFECT OF ALLOWING AN EXEMPTION BY THE PLANNING COMMISSION AND MAYOR AND BOARD OF COMMISSIONERS; AMENDING SECTION 11-11-7, ENTITLED “SITE PLAN PREPARATION” TO ALLOW FOR ELECTRONIC SUBMITTAL; AMENDING SECTION 11-11-9, ENTITLED “SITE PLAN SUBMISSION AND REVIEW”; TO ALLOW CITY STAFF TO REVIEW SITE PLANS UNLESS IT IS A PUD SITE PLAN OR IMPROVEMENTS WITHIN THE COMPREHENSIVE PLAN; AMENDING SECTION 11-11-10, ENTITLED “PUBLIC NOTICE”; TO ELIMINATE POSTING SITE PLANS UNLESS IT IS A PUD SITE PLAN OR IMPROVEMENTS WITHIN THE COMPREHENSIVE PLAN AND WHEN THE PROPERTY IS POSTED; CREATING SECTION 11-11-15, ENTITLED “VARIANCE” TO PROVIDE FOR A VARIANCE SECTION AND PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION AND EMERGENCY.

EMERGENCY ORDINANCE

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

Section I: That Title 11, Chapter 11, Sections 11-11-4 of the Enid Municipal Code 2003 is hereby amended to read as follows:

11-11-4: EXCEPTIONS:

- A. Enumeration: This chapter shall not apply to:
1. Permitted uses in A agricultural districts nor for their related accessory uses and structures.
 2. Proposed development or redevelopment in any I-1, I-2, or I-3 industrial zoning district not abutting an arterial.
 3. One- or two-family subdivisions or an individual three- or four-family dwelling.
 4. New occupancies or existing structures in the C-4 central business district zone.

5. Planned unit developments, mobile home parks, and planned industrial parks, which shall be developed in accordance with the site plan requirements of the PUD regulations, the R-6 mobile home regulations, and the I-1 planned industrial development plan regulations.
6. Additions or enlargements of existing individual dwellings, unless the total number of units exceeds four (4) within a residential structure.
7. Additions to existing nonresidential buildings or uses when such addition does not exceed five thousand (5,000) square feet or one-third ($\frac{1}{3}$) of the gross floor area of the existing building or use.
8. Any use permitted on a temporary basis for a period not to exceed six (6) months.

~~B. Effect Of Allowing Exemption: The planning commission and mayor and board of commissioners may exempt specific requirements of this title upon determination that an exemption of any such requirement will not adversely affect the intent of this title. (Ord. 80-29, 12-16-1980 as amended)~~

Section II: That Title 11, Chapter 11, Sections 11-11-7 of the Enid Municipal Code 2003 is hereby amended to read as follows:

11-11-7: SITE PLAN PREPARATION:

- A. Engineering Improvements: Site plans, or any portion thereof, involving public engineering improvements shall be certified by a professional engineer registered in the state of Oklahoma.
- B. Boundary Survey: Every site plan shall include a boundary survey completed and certified by a land surveyor licensed by the state of Oklahoma.
- C. Scale Drawing: Site plans shall be prepared to a scale of one inch equals fifty feet (1" = 50') or larger. The size of a plan sheet shall be at dimensions of twenty four inches by thirty six inches (24" x 36") ~~or thirty inches by forty two inches (30" x 42").~~
- D. Information Format: A site plan shall be prepared on one or more sheets to show clearly the information required by this title and to facilitate the review and approval of the plan. If appropriate, match lines shall clearly indicate where sheets join.
- E. Number Of Copies: Site plans shall be ~~submitted in four (4) clearly legible blue or black line copies emailed in PDF format to the current Assistant City Planner~~ and shall also include any supportive maps or data as may be required.
- F. Application Form; Filing Fee: The site plan must, at the time of submittal, be accompanied by the completed application form. The filing fee for site plan review shall

be twenty dollars (\$20.00). An application for the approval of a site plan may be processed simultaneously with, and contingent upon, the approval of an application for a zoning amendment. (Ord. 80-29, 12-16-1980 as amended)

Section III: That Title 11, Chapter 11, Sections 11-11-9 of the Enid Municipal Code 2003 is hereby amended to read as follows:

11-11-9: SITE PLAN SUBMISSION AND REVIEW:

A. Plans For Development On Property Abutting Arterials:

1. All site plans shall be reviewed and approved by ~~the planning commission~~City staff prior to the issuance of any building permit or occupancy permit for the property.
- ~~2. The site plan shall be submitted to the director of community development no later than fourteen (14) days prior to the metropolitan area planning commission meeting date at which it is to be considered.~~
- ~~3.2.~~ 3. The director and city engineerCity Staff shall review the site plan for completeness and compliance with the provisions of this title. Any necessary modifications shall be forwarded to the applicant for resubmittal.
3. Planned Unit Development (PUD) site plans and plans for improvement within the comprehensive plan shall be reviewed by the Planning Commission.
- ~~2a.~~ 2a. The PUD site plans shall be submitted to the dDirector of eCommunity dDevelopment no later than fourteen (14) days prior to the mMetropolitan aArea pPlanning eCommission meeting date at which it is to be considered.
4. After review, the ~~d~~dDirector shall provide to the ~~p~~pPlanning ~~e~~eCommission, a written report recommending and listing reasons for the approval or denial of the site plan.
 - ~~5a.~~ 5a. The planning commission shall conduct a public hearing regarding the proposed site plan and shall consider:
 - ~~ai.~~ ai. Whether the proposed site plan is consistent with the land use plan.
 - ~~bii.~~ bii. Whether the proposed site plan harmonizes with the existing and expected development of surrounding areas.
 - ~~eiii.~~ eiii. Whether provision has been made for proper accessibility, circulation and functional relationships of land uses.

div. Whether the proposed site plan is consistent with the purposes and standards of this title.

b6. The planning commission may take the following actions:

ai. Approval: If the site plan is recommended for approval, the developer may proceed to the code enforcement office to make application for permits in compliance with the approved site plan.

bii. Conditional Approval: The planning commission may recommend conditional approval of the site plan subject to any necessary amendments.

eiii. Denial: If the site plan is recommended for denial, the reasons for such shall be recorded in the minutes of the planning commission meeting. The reasons for denial shall refer to specific provisions of this title to which the site plan does not conform.

75. If the developer or any other person wishes to appeal the recommendation of the planning eCommission, he shall file a written application to appear before the mMayor and bBoard of eCommissioners. Said appeal shall be made to the director of eCommunity dDevelopment no later than seven (7) days after the date of the planning eCommission hearing. The mMayor and bBoard of eCommissioners shall then conduct a public hearing to consider the site plan.

86. The mMayor and bBoard of eCommissioners shall approve, conditionally approve or deny the site plan. In the case of any action other than approval, the mMayor and bBoard of eCommissioners shall state the reasons for its action. As a condition of approval, the mMayor and bBoard of eCommissioners may require certain on site and off site improvements to be installed.

B. Master Development Plan On Property Abutting Arterials:

1. For purposes of this subsection, a "master plan" shall be a plan for the prospective development of a tract of land which will be developed in multiple phases over a period of time and for which many of the specifics of individual parcel developments are not known.

2. All master plans abutting arterials shall be reviewed and approved by ~~the planning commission~~City Staff and such plans shall be submitted to the director of eCommunity dDevelopment ~~no later than fourteen (14) days prior to the metropolitan area planning commission meeting date at which it is to be considered.~~

3. A master plan shall contain as much detail as is known at the time of submission and shall include the following minimum specifications:

- a. Location of the tract(s) with references to the names of adjoining roads, streams, bodies of water, railroads, subdivisions, or other landmarks sufficient to clearly identify the location of the property.
 - b. The name, address, and telephone number of the owner or developer, north arrow, date, scale of the drawing and number of sheets.
 - c. Boundary dimensions and references as indicated by a surveyor.
 - d. Existing topography, with a maximum contour interval of two feet (2').
 - e. All existing and proposed streets, pedestrian circulation systems, public utilities, and easements indicating their name and type.
 - f. Zoning of all adjacent properties.
 - g. The delineation of any flood hazard areas and drainage features as defined by the federal insurance administration.
 - h. Location of vehicular entrances to the site.
 - i. Proposed location and size in acres or square feet of all land uses by general classification, including off street parking areas, and landscaping areas.
4. In addition to the master site plan submission requirements in subsection B3 of this section, a written set of covenants containing requirements which meet or exceed the minimum standards of this section shall be submitted. Said covenants shall include:
- a. General development standards for location, height, setback, and size of buildings and other structures.
 - b. General design standards for all proposed signs.
 - c. General development standards for proposed landscaping.
 - d. General standards controlling design treatment of the boundaries of the master plan site and its relationship to adjoining uses.
5. ~~The director and city engineer~~City Staff shall review the master plan for completeness and compliance with the provisions of this title. Any necessary modifications shall be forwarded to the applicant for resubmittal.

- ~~6. After review, the director shall provide to the planning commission a written report recommending and listing reasons for the approval or denial of the master plan.~~
- ~~7. The planning commission shall conduct a public hearing regarding the proposed master plan and shall consider:
 - ~~a. Whether the proposed master plan is consistent with the land use plan.~~
 - ~~b. Whether the proposed master plan harmonizes with the existing and expected development of surrounding areas.~~
 - ~~c. Whether provision has been made for proper accessibility, circulation and functional relationships of land uses.~~
 - ~~d. Whether the proposed master plan is consistent with the stated purposes and standards of this title.~~~~
- ~~8. The planning commission may take the following actions:
 - ~~a. Approval: If the master plan is recommended for approval, the developer may proceed to the code enforcement office to make application for permits in compliance with the approved site plan.~~
 - ~~b. Conditional Approval: The planning commission may recommend conditional approval of the master plan subject to any necessary amendments.~~
 - ~~c. Denial: If the master plan is recommended for denial, then the reasons for such shall be recorded in the minutes of the planning commission meeting. The reasons for denial shall refer to specific provisions of this title to which the site plan does not conform.~~~~
- ~~9. If the developer or any other person wishes to appeal the recommendation of the planning commission, he shall file a written application to appear before the mayor and board of commissioners. Said appeal shall be made to the director of community development no later than seven (7) days after the date of the planning commission hearing. The mayor and board of commissioners shall then conduct a public hearing to consider the master plan.~~
- ~~10. The mayor and board of commissioners shall approve, conditionally approve or deny the master plan. In the case of any action other than approval, the mayor and board of commissioners shall state the reasons for its action. As a condition of approval, the mayor and board of commissioners may require site improvements to be installed or require guarantee for such.~~

C. Plans For Development On Property Not Abutting Arterials And On Property Included Within Previously Approved Master Plans:

1. All such plans shall be reviewed only by ~~the city administration~~ City Staff for approval or disapproval, ~~unless timely appeal is filed pursuant to subsection C5 of this section.~~
- ~~2. All such plans shall be submitted to the director of community development no later than fourteen (14) days prior to the date of issuance of any building permit or occupancy permit for the property.~~
32. ~~The director and city engineer~~ City Staff shall review the site plan for completeness and compliance with the provisions of this title. In the case of a site plan for the development of any property within a previously approved master plan, the director and city engineer shall also review the site plan for compliance with the approved master plan and covenants. If modifications are necessary, these shall be forwarded to the applicant for resubmittal.
43. Should the ~~d~~ Director determine that the site plan violates the provisions of this title, other ordinances of the city, or, if applicable, the approved master plan, he shall notify the developer that no building or occupancy permit will be issued for the property.
- ~~5. If the developer or any other person wishes to appeal the decision of the director, he shall file a written application to appear before the planning commission. Said appeal shall be made to the director of community development no later than seven (7) days after the date of the decision.~~
- ~~6. The planning commission shall conduct a public hearing on the appeal and shall consider:~~
 - ~~a. Whether the proposed site plan is consistent with the land use plan and, if applicable, the approved master plan governing the site.~~
 - ~~b. Whether the proposed site plan harmonizes with the existing and expected development of surrounding areas.~~
 - ~~c. Whether provision has been made for proper accessibility, circulation and functional relationships of land uses.~~
 - ~~d. Whether the proposed site plan is consistent with the stated purposes and standards of this title.~~
- ~~7. After consideration of the appeal, the planning commission may approve, conditionally approve with modifications required, or not approve the site plan. If approved, or approved with modifications, the developer may proceed to the code~~

~~enforcement office to make application for permits in compliance with the approved or modified site plan. If the developer or any other person wishes to appeal the recommendation of the planning commission, he shall file a written application to appear before the mayor and board of commissioners. Said appeal shall be made to the director of community development no later than seven (7) days after the date of the planning commission hearing. The mayor and board of commissioners shall then conduct a public hearing to consider the site plan.~~

~~8. The mayor and board of commissioners shall approve, conditionally approve, or deny the site plan. In the case of any action other than approval, the mayor and board of commissioners shall state the reasons for its actions. As a condition of approval, the mayor and board of commissioners may require on-site or off-site improvements to be installed or require guarantee for such. After the approval of a site plan, there shall be executed by the developer an agreement to construct those off-site public improvements as specified by the mayor and board of commissioners as a condition of approval for the site plan. (Ord. 80-29, 12-16-1980 as amended)~~

Section IV: That Title 11, Chapter 11, Sections 11-11-10 of the Enid Municipal Code 2003 is hereby amended to read as follows:

11-11-10: PUBLIC NOTICE:

- A. Posting Property: After the ~~d~~Director receives an application for Planned Unit Development (PUD) site plan or master plan review plans for improvements within the comprehensive plan, the subject property shall be posted with a notice or notices which shall describe the development being proposed and the time and place in which the application may be viewed by any interested person.
- B. Time ~~O~~f Posting: Said notice shall be posted no later than ~~three (3)~~seven (7) days ~~after prior the director has received the application to the Planning Commission meeting at which it will be considered~~. The subject property shall remain posted until a final decision has been made concerning the application. (Ord. 80-29, 12-16-1980 as amended)

Section V: That Title 11, Chapter 11, Sections 11-11-15 of the Enid Municipal Code 2003 is hereby created to read as follows:

11-11-15: VARIANCE: When a variance to the provisions of this chapter is requested, the appeal for a variance shall be heard by the Board of Adjustment. A variance may be granted only under the provisions specified in subsection 11-3-7B

Section VI. REPEALER. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section VII. SAVINGS CLAUSE. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability

incurred nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section VIII. SEVERABILITY. The invalidity of any Section or provision of this Ordinance shall not invalidate other Sections or provisions thereof.

Section IX. CODIFICATION. This ordinance shall be codified as Title 11, Chapter 11, Sections 11-11-4, 11-11-7, 11-11-9, 11-11-10, 11-11-15 of the Enid Municipal Code, 2003.

Section X. EMERGENCY. WHEREAS it is immediately necessary for the preservation of the peace, health, safety and public good of the City and the inhabitants thereof, that the provisions of this Ordinance become operative immediately, and therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED by the Mayor and Board of Commissioners on the 17th day of September 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

RESOLUTION

A RESOLUTION AMENDING THE 2013-2014 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$33,458.00 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2013-2014 Capital Improvement Department in the Capital Improvement Fund must be increased by \$33,458.00 to provide funding for Change Order No. 9 and Change Order No. 10 for the downtown Renaissance Event Center construction project; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the Capital Improvement Fund Capital Improvement Department to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2013-2014 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT:

FUND 40 CAPITAL IMPROVEMENT FUND	
Revenues	\$33,458.00
Capital Improvement Department	\$33,458.00

Adopted this 17th day of September 2013.

Mayor

(Seal)

ATTEST:

City Clerk

RESOLUTION DECLARING THE PUBLIC NECESSITY FOR ACQUIRING ALL RIGHTS, TITLE, AND INTEREST IN FEE SIMPLE IN CERTAIN REAL PROPERTY IN THE CITY OF ENID FOR THE PURPOSE OF WIDENING WILLOW ROAD TO FOUR LANES; AND AUTHORIZING, INSTRUCTING AND DIRECTING THE CITY ATTORNEY TO COMMENCE CONDEMNATION PROCEEDINGS.

RESOLUTION

WHEREAS, the plans for the “Willow Road Widening Project” have been motion for several years in an effort to widen Willow Road from two lanes to four lanes; and,

WHEREAS, it is deemed a public necessity for the City of Enid to acquire all rights, title, and interest in fee simple to certain real property located at 2909 west Willow Road in the City of Enid, Garfield County, Oklahoma, more particularly described as follows:

Beginning 40 feet South and 83.5 feet East of the Northwest corner of the Northeast Quarter (NE/4) of Section Two (2), Township Twenty-two (22) North, Range Seven (7) West of the Indian Meridian, which is a point on the Northeast line of the St. Louis and San Francisco Railroad right-of-way, thence Southeast along said right-of-way 310 feet, thence Northeasterly at right angles to said right-of-way 160 feet, these Northwesterly parallel to said Right of Way 45.5 feet, thence North 73 feet to a point of 40 feet South of the North line of said NE/4, thence West 300 feet to the point of beginning.

for the purposes set forth above and uses incidental thereto, pursuant to the right of eminent domain as set out in 11 O. S. § 22-104, Title 27 of the Oklahoma Statutes, and 66 O.S. § 51 *et seq.*; and,

WHEREAS, the City of Enid has endeavored to purchase and acquire all rights, title and interest in fee simple to said real property by offering reasonable and just market value compensation to the owner of said real property; and,

WHEREAS, the owner of said property has declined to grant, sell or convey said property to the City of Enid; and,

WHEREAS, it has become necessary to institute condemnation proceedings to acquire fee simple title to said land and to compensate the owner adequately therefore.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, that the City of Enid, pursuant to its right of eminent domain, shall take immediate steps to condemn and acquire fee simple title to said real property for the purposes set forth above.

BE IT FURTHER RESOLVED that the City Attorney of the City of Enid is hereby authorized, instructed and directed to institute condemnation proceedings against the owner of

said property and condemn said described property under the right of eminent domain for said purposes; and to take such further legal steps for proceedings as may, in her judgment, be proper to condemn said real property, acquire all rights, title and interest therein and acquire the immediate possession thereof.

PASSED AND APPROVED this 17th day of September, 2013.

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF ENID, OKLAHOMA

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
THE CITY OF ENID, OKLAHOMA**

THIS INTERGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and The City of Enid, an Oklahoma Municipal Corporation (“CUSTOMER”), to be effective as of the 1st day of October, 2013 (the “Effective Date”).

WITNESSETH

WHEREAS, NAPA desires to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory,” further defined below) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA (“On Site Store”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” with respect to which NAPA maintains no ownership interest.

- (d) **Inventory** shall mean parts and supplies for vehicles owned by the City of Enid. It shall also mean the parts and supplies which NAPA can obtain and which are necessary to repair water meters and water supply lines and provide fire protection.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

City of Enid Service Center
1500 W Poplar AVE
Enid, OK 73703

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA. Notwithstanding the foregoing language, CUSTOMER agrees to, and hereby grants, NAPA the right of first refusal on any and all new or additional locations of CUSTOMER that are to be serviced by a similar supply entity.

3. **TERM.** The initial term of this Agreement shall be for a one (1) year period beginning on the Effective Date. Upon expiration of the initial term, this Agreement shall automatically be renewed for four (4) successive one (1) year terms, unless either party notifies the other party in writing of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or any renewal term hereunder. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER'S now existing location(s). NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER'S locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER'S location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with CUSTOMER upon termination or expiration of this Agreement.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 15th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. The overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. Once per year NAPA shall utilize a third party to perform an Inventory count in the On Site Store while accompanied by NAPA. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding equipment and fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole

discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. In the event any statement has not been paid as of such date, NAPA shall impose a finance charge of 1.5% per month, or such lower amount as may be permitted by law. CUSTOMER shall reimburse NAPA for all costs incurred by NAPA in collecting any past due amounts owed to NAPA pursuant to this Agreement, including any attorney’s fees.

The overall goal of CUSTOMER’s pricing plan is to achieve a ten percent (10%) net profit for NAPA (the “Net Profit Target”) by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into “*NAPA Product Costs*,” which is the pricing of NAPA supplier manufactured products, and “*Non-NAPA Product Costs*,” which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.
- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker’s compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER at cost
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Gross profit is calculated by dividing the acquisition cost by

.90. Operational costs will be charged to CUSTOMER at cost, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER shall provide at its sole expense "all risks" fire and property insurance on all buildings and/or improvements in which the On Site Store(s) are located throughout the term of the Agreement. Further, CUSTOMER shall, throughout the term of this Agreement, at CUSTOMER'S expense, obtain and maintain in force a policy of commercial general liability insurance in the name of CUSTOMER as insured but with NAPA named as an additional insured, such insurance to be written on an "occurrence" basis with combined single limits for any one injury, including death, and for property of not less than \$1,000,000.00 per occurrence. Said policy shall be issued by a reputable insurance company authorized to transact business in all states where On Site Store(s) are located. CUSTOMER shall further maintain during the term of this Agreement worker's compensation insurance coverage in amounts required by law. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

9. NO LIENS; SECURITY AGREEMENT; UCC-1.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s). CUSTOMER shall, at its own cost and expense, defend and hold harmless NAPA and its officers, directors, employees, subsidiaries and affiliates from any and all liability, costs and expenses (including attorney's fees) against any claim or encumbrance on the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants to NAPA a security interest and lien in all of CUSTOMER'S goods (including inventory, equipment, and any accessions thereto), commercial tort claims, insurance claims, investment property, accounts, general intangibles, instruments, and chattel paper and instruments, wherever located, whether now owned or hereafter acquired or arising, and all products and proceeds arising therefrom.

(c) CUSTOMER agrees and acknowledges that Inventory that is delivered and stored on CUSTOMER'S property pursuant to this Agreement is Inventory owned by NAPA and further acknowledges and agrees that NAPA may send notice to CUSTOMER's creditors notifying such creditors of the ownership rights of the Inventory.

(d) CUSTOMER acknowledges and agrees that NAPA shall file a UCC-1 statement covering all Inventory on CUSTOMER'S premises, noting that such Inventory is consignment inventory, in order to protect NAPA'S interests in its Inventory, and that NAPA shall file a UCC-1 statement covering all of CUSTOMER'S assets, as described above, in order to protect NAPA'S interests in CUSTOMER'S payment obligations.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER'S request by mutual agreement. If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, NAPA will decide the issue in its sole discretion.

11. WARRANTY/LIABILITY DISCLAIMER. All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the parts supplied to CUSTOMER pursuant to this Agreement. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this

Agreement; or

(b) In the event that there is a hostile work environment, the affected party provides written notice, and such hostile environment remains uncorrected for ten (10) days after written notice thereof; or

(c) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(d) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of the contract, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

15. CONFIDENTIALITY. CUSTOMER and NAPA may, from time to time, acquire or otherwise receive confidential or proprietary information concerning the other party's products, pricing, business affairs and practices. In consideration of the confidential and proprietary nature of this information, each party agrees as follows:

(a) All confidential or proprietary knowledge and information received from the other party shall for all time and purposes be regarded by the receiving party, its employees and agents as strictly confidential and will not be disclosed to any third parties or to any of the other affiliates of the receiving party.

(b) Each party agrees to utilize any information provided by the other party only for the purposes of carrying out this Agreement and further acknowledges that it will not utilize any information provided by the other party for any other purpose including but not limited to directly or indirectly competing with the other party or otherwise assisting another person or entity in doing the same.

(c) All confidentiality obligations hereunder shall continue in full force and effect during the term of this Agreement, and after termination: (a) in the case of confidential information that constitutes a trade secret under applicable law, for as long as such confidential information remains a trade secret; or (b) in the case of any other confidential information, for a term of ten (10) years.

(d) Each party further understands that money damages will not be a sufficient remedy for a breach of this Section 15 and that, in addition to all other remedies available at law or in equity, each party shall be entitled to equitable relief, including injunction or specific performance, without proof of actual damages.

16. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving five (5) days written notice to CUSTOMER upon the occurrence of a change in the management or ownership of CUSTOMER.

17. LANDLORD CONSENT AND WAIVER. N/A

18. MUTUAL INDEMNIFICATION. CUSTOMER shall be responsible for and shall indemnify and hold NAPA harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of CUSTOMER or CUSTOMER'S employees. NAPA shall likewise be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

19. QUIET ENJOYMENT. CUSTOMER represents and warrants to NAPA that NAPA shall have quiet and peaceful possession of the On Site Store(s) during the entire term of this Agreement and CUSTOMER shall defend NAPA's right to possession against the claims of all parties.

20. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Genuine Parts Company D.B.A.
NAPA Auto Parts
301 East Memorial Road
Oklahoma City, OK 73114
Attn: Al Carroll, General Manager
Telephone: (405) 775-4801
Facsimile: (405) 775-4820

As to CUSTOMER: City of Enid
1500 W Poplar AVE
Enid, OK 73703
Attn: Mr. Robinson Camp
Telephone: (580) 616-7304
Facsimile: (580) 249-4001

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 20.

21. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

22. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

23. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

24. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

25. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

26. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers, or any other similar or representative relationship between the parties hereto.

27. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Oklahoma. Any action or proceeding initiated to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

28. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

29. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

30. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

31. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

Date: _____

“Customer”
The City of Enid,
An Oklahoma Municipal Corporation

William E. Shewey, Mayor

[SEAL]

ATTEST:

Linda Parks, City Clerk

Date: _____

“NAPA”
Genuine Parts Company,
A Georgia Corporation

Signature
Stu Kambury, Division Vice President

[SEAL:]

ATTEST:

Date: _____

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20____.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

_____ [JOBBER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agreed and acknowledged:

_____ [CUSTOMER]

By: _____

Name: _____

Title: _____

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

FINANCIAL ANALYSIS SUMMARY

Cost Savings Analysis

PARTS WORKSHEET SUMMARY

Section 1

Parts Worksheet "CD PARTS"

	Parts Worksheet	% Inc/Dec	\$\$ Inc/Dec	% Spend
Aftermarket Products	\$ 4,504	-48%	\$ (2,174)	12%
Original Equipment Products	\$ 32,754	0%	\$ (2)	88%
	\$ 37,258	-5.8%	\$ (2,176)	100%

Parts Worksheet "AIRPORT"

	Parts Worksheet	% Inc/Dec	\$\$ Inc/Dec	% Spend
Aftermarket Products	\$ -	#DIV/0!	#DIV/0!	0%
Original Equipment Products	\$ 6,827	0%	\$ -	100%
	\$ 6,827	0%	\$ -	100%

Parts Worksheet "WAREHOUSE"

	Parts Worksheet	% Inc/Dec	\$\$ Inc/Dec	% Spend
Aftermarket Products	\$ 104,355	-30%	\$ (31,178)	19%
Original Equipment Products	\$ 458,580	-3%	\$ (14,764)	81%
	\$ 562,935	-8%	\$ (45,942)	100%

Combined - Annualized Projections

	Annualized Spend	% Inc/Dec	\$\$ Inc/Dec	% Spend
Aftermarket Products	\$ 108,859	-31%	\$ (33,353)	18%
Original Equipment Products	\$ 498,161	-3%	\$ (14,766)	82%
	\$ 607,020	-8%	\$ (48,119)	100%

Section 2 - ANNUALIZED PURCHASES

COST OF GOODS ANNUAL BUDGET (Estimated)

	\$ 607,020	
Aftermarket Parts Purchases % of Total	30%	\$182,106
Original Equipment Parts Purchases % of Total	70%	\$424,914
Average savings on Aftermarket parts	-31%	(\$55,794)
Average savings on OEM Parts	-3%	(\$12,595)

ANNUAL ESTIMATE OF SAVINGS ON PRICE OF PARTS

-11% **(\$68,389)**

Section 3 - INVENTORY REDUCTION

Estimated inventory on hand		\$400,000
Year one reduction percentage of total (assuming non-obsolete):	90%	(\$360,000)
Total Obsolete Inventory amount		\$40,000

ANNUAL ESTIMATE OF SAVINGS/INVENTORY CARRYING COST (@ 3.5%)

(\$12,600)

Section 4 - TRANSACTION EXPENSES: (Annual savings based on 230 work days)

PO'S-CHECKS-INVOCES

Number of purchases orders issued per day

Number of Vendors

Estimated cost per purchase order issued

Current Annual Transaction Expense

Annual Transaction Expense (1 vendor vs. 100's)

Net effect of current transaction cost compared to future transaction costs

230
10
100's
\$ 50
\$ 115,000
\$ 1,200
\$113,800

National Average: \$125.00

Annual

Based on 24 PO's per year

ANNUAL ESTIMATE OF TRANSACTION SAVINGS

(\$113,800)

Section 5 -INVENTORY MANAGEMENT/EXPOSURE

Estimated percentage of obsolete inventory exposure annually.

SHRINKAGE - Percentage of total dollars disbursed annual

10%
2%

(\$40,000) National Average 10%

(\$8,000) National Average 2%

(\$48,000)

Inventory Management

Represents the expense associated with Cores (Handling, Broken)

Represents the exposure associated with Defective Credits

Represents Inventory Items not posted to work order

Represents Priority Freight Expenses

Represents Possible Priority Freight Reductions

	Monthly	Price each	Annual
	10	\$ 200.00	(\$24,000)
	10	\$ 300.00	(\$36,000)
	5	\$ 200.00	(\$12,000)
	15	\$ 75.00	(\$6,750)
	50%	Total	(\$78,750)

ANNUAL ESTIMATE OF ELIMINATED INVENTORY EXPENSES

(\$126,750)

Section 6 - PRODUCTIVITY IMPROVEMENT

These are productivity improvement values we can provide because of the increased inventory on hand and less down time

* Techs not chasing parts, ordering parts, or looking up parts.

Number of techs

Hourly pay incl benefits

Number of working days

5
\$36
230

Total possible increase productivity - 2 Hours: # Techs x Pay x # hrs x # days =

Hour

2

(\$82,800)

Section 7- FLEET AVAILABILITY

These are productivity improvement values because of the increased vehicle availability

as a result of improved parts on demand

Work Days in a Calendar Year

Cost per Vehicle

230

\$200

	Total Vehicle Count		
Total Vehicle Count	550		
Target Availability	95%	523	
Current Availability	85%	468	
Total Vehicles out of service		55	
Vehicle out of service waiting for parts	10%	6	\$ 253,000
Target Improvement	50%	3	\$ 126,500
Cost Reductions			\$ (126,500)

Net difference between current availability and projected improvement

\$ (126,500)

Section 8- PROJECTED SAVINGS

Price on Parts

Inventory reduction

Transactions

Obsolescence / Shrinkage

Productivity Improvement

Fleet Availability

(\$68,389)

(\$12,600)

(\$113,800)

(\$126,750)

(\$82,800)

(\$126,500)

(\$530,839)

Section 9 - Projected Expenses	Monthly Projections Cost Plus 0%	% To Sales	Section 10 - Existing Operational Expenses		
Parts Purchases	44,886	100.00%	\$50,585	Monthly Parts Spend	
Cost of Goods	44,886	100.00%			
Markup on Parts	0	0.00%			
GROSS PROFIT	0	0.00%			
Accounting Fees	444	0.99%	\$0	Fixed Expense @ .99% of sales, Accounting & Data Processing Fee	
PAYROLL:			\$ 12,416.67	Parts Manager and Counter Salaries Deliver Driver Salaries Fixed Expense @ .45% of sales Insurance - General and Worker's Comp Primarily Group Insurance Premiums Payroll Taxes for Employee's @ this Location	
Manager/Counter Salaries	3,750	8.35%			
Delivery Driver Salaries	2,436	5.43%			
Pension	202	0.45%			
Insurance	679	1.51%			
Workers Comp Insurance	198	0.44%			
FICA/SECA/FUI/SUI	999	2.23%			
Total IBS Payroll	8,264	18.41%	\$12,417		
Miscellaneous Expenses			\$500	Delivery Trucks, Insurance Premium Vehicle Repairs, Fuel Delivery Trucks Lease/Depreciation Misc. Store Expenses (Office supplies etc.) \$ 300,000 Inventory 0.20% 0.12% Percent to Sales Computer Lease/Dep, Maint./Support Fee's Freight Charges Incurred by this Operation. Training Materials	
Delivery Truck Insurance		0.00%			
Delivery Maintenance/Gas		0.00%			
Truck Payment		0.00%			
Shelving/Cage Depreciation		0.00%			
Store Expenses	100	0.22%			
Personal Property Taxes	600	1.34%			
General Liability Insurance	54	0.12%			
Inventory Computer	900	2.01%			
Freight & Postage	300	0.67%			
Training		0.00%			
TOTAL MISC. EXP.	1,954	4.35%			\$500
TOTAL EXPENSES	10,662	23.75%			\$12,917
Gross Profit Less Expenses	-10,662	-23.75%	\$ 63,502	Expense Reimbursement by Customer Net Profit Before Tax	
Miscellaneous Discounts	100	0.22%			
MGMT FEE	15,050	33.53%			
NET PROFIT	4,489	10.00%			

Direct Expense Comparison (Cost Plus 10%)**Monthly**

Parts Cost (monthly)	\$	44,886	
Expenses	\$	15,050	Net Difference
Net monthly expense	\$	59,936	(3,565)

Annualized

Parts Cost (Annually)	\$	538,630	
Expenses	\$	180,605	Net Difference
Net Annualized Expense	\$	719,235	(42,784)

Indirect Cost Savings

Section 3 - INVENTORY REDUCTION	(\$12,600)
Section 4 - TRANSACTION EXPENSES:	(\$113,800)
Section 5 - OBSOLESCENCE	(\$126,750)
Section 6 - PRODUCTIVITY IMPROVEMENT	(\$82,800)
Section 7 - FLEET AVAILABILITY	(\$126,500)
PROJECTED SAVINGS	(\$462,450)

Cost Plus 10% Scenario

Net Annualized Savings	(\$505,234)
<i>1st Year Inventory reduction</i>	<i>(\$360,000)</i>
Total 1st Year savings	(\$865,234)

**FISCAL YEARS 2013-2015
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 3722**

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

TERM OF AGREEMENT

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

Section 2. This agreement shall be effective as of July 1, ~~2011-2013~~ and shall remain effective until June 30, ~~2013~~2015. This agreement shall thereafter continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Union at least thirty (30) days before the anniversary date of this Agreement. However, should either the City or the Union intend to negotiate monetary issues, such notice shall be given at least one hundred and twenty (120) days before the anniversary date of this agreement. Should a notice of request for bargaining be given by either party, this agreement shall continue until a new agreement is reached.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 5

PREVAILING RIGHTS

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

ARTICLE 6

HOURS OF WORK

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

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

Section 3. Trading Shifts

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

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

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

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

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

ARTICLE 7

AVERAGE DUTY DAY FOR SHIFT PERSONNEL

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

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

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

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

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

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

ARTICLE 8

SENIORITY

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

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

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

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

ARTICLE 9

GRIEVANCE PROCEDURE

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

Section 2.

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

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

Section 3.

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

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

Section 4.

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

Section 5.

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

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

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

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

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

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

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

ARTICLE 10

DRUG AND ALCOHOL TESTING

Section 1. Purpose of Article.

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

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

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

B. Definitions.

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

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

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

A. Alcohol.

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

B. Drugs.

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

Section 3. Testing Circumstances.

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

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

Section 4. Reasonable Suspicion Testing.

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

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

Section 5. Post-Accident Testing.

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

Section 6. Random Testing

- A. The City may request or require unit members to undergo drug and/or alcohol testing on a random selection basis.
- B. Unit employees shall be randomly tested at the following test rates:
 - 1. Up to fourteen (14) employees selected for drug and alcohol testing per quarter.
 - 2. An employee, already randomly selected twice within any one (1) fiscal year shall be excluded from further random selection testing for the fiscal year.
 - 3. Notwithstanding subsections B.1-3, all unit members shall be subject to a second random selection pool in which 10% of unit members may be tested for drugs and/or alcohol during the fiscal year.
- C. The City shall strive to ensure that random alcohol and controlled substances tests, conducted pursuant to this article, are unannounced.
- D. Every unit member who is selected for random drug and/or alcohol testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a

safety sensitive function at the time of notification which will not reasonably allow his replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

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

Section 7. Post-Rehabilitation Testing.

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

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

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

Section 9. Testing Levels for Drugs.

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

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

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

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

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

Section 10. Testing Levels for Alcohol.

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

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

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

Section 11. Drug or Alcohol Testing Methods and Documentation

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

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

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

EMPLOYEE AND APPLICANT RIGHTS

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

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

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

Employee's Printed Name

Employee's Signature

Date

CONSENT AND RELEASE

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

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

OR

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

Employee's Printed Name

Employee's Signature

Date

Section 12. Confidentiality of testing results and records.

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

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

Section 13. Costs.

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

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

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

Section 15. Testing Procedure.

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

Section 16. Policy Posting procedures.

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

Section 17. Disciplinary Action.

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

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

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

Section 19. Appeal Procedures, and Remedies.

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

Section 20. Consent.

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

- D. Employees acknowledge that refusal to undergo testing according to the terms of this article shall cause them to be subject to discipline, up to and including termination.

ARTICLE 11

PERFORMANCE FILES & PERSONNEL MANUAL

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

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

Section 3. It is agreed that the Fire Department will utilize the Personnel Manual in effect at the time of this contract unless the provisions of this agreement and/or the charter conflict with the manual. Should the City make changes to the Personnel Manual during the term of this contract, those changes shall not apply to the Union until the Union has had an opportunity for review and approval by MOU.

ARTICLE 12

LEAVES

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

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

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

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

Section 3. Sick Leave.

- A. Sick leave is available to members of the bargaining unit only when such employees are unable to perform their duties due to personal sickness or injury, or for medical or dental appointments.
- B. A shift employee is required to make notification between 0630-0700 of his intention to use sick leave. A staff employee is required to notify the dispatcher on duty between 0730-0800 of his intention to use sick leave.
- C. Any sick leave granted for medical or dental appointments shall not exceed the actual time necessary for examination or treatment, and reasonable travel time.
- D. Members of the bargaining unit shall be charged sixteen (16) hours sick leave for each full shift of absence. Absences of less than a full shift will be charged to the nearest full hour, except that members of the bargaining unit will not be charged more than sixteen (16) hours sick leave for a full twenty-four (24) hour shift, nor more than eight (8) hours sick leave for a half shift (twelve (12) hours).
- E. Sick leave shall accrue at the rate of eight (8) hours per month, or 3.69 hours per pay period, with a maximum accrual and carryover of ninety (90) days (seven hundred and twenty (720) hours).
- F. Members of the bargaining unit who have accrued ninety (90) days (seven hundred and twenty (720) hours) of sick leave will be eligible for sick leave buy back not to exceed Fifty Dollars (\$50.00) per day and twelve (12) sick leave days per year. This sick leave buy back benefit shall only be paid for sick leave days accrued and not taken during the fiscal year. No employees shall be eligible to accrue or carry over more than ninety (90) days of sick leave. Sick leave buy back shall be completed by August 31st.
- G. Upon the retirement of any member of the bargaining unit after twenty (20) or more years of continuous service, or disability retirement in the line of duty, the City agrees to buy back up to ninety (90) days of a unit member's accrued and unused sick leave at Fifty Dollars (\$50.00) per day.
- H. The Fire Chief may require a release to return to work from a medical doctor before an employee may return to work after being off due to serious illness or injury.

- I. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall deliver a copy to the person involved. The Fire Chief may require a written statement from the treating health care provider before approving sick leave with pay of more than seventy-two (72) consecutive hours per occurrence.
- J. Bargaining unit members must use all available paid leave (sick leave and vacation leave) before the member is eligible to take leave without pay for sick leave purposes. Leave without pay for sick leave purposes must be approved by the Fire Chief.

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

- A. Funeral/emergency leave shall also be allowed for an employee to attend the funeral of, make funeral arrangements for, or perform other related activities involving an immediate family member, defined as spouse, children, parents, grandparents, grandchild, brother or sister (all to include step, half, and foster relationships), or any relative residing permanently with and dependent upon said employee. Funeral/emergency leave may also be used by an employee for situations involving his or her spouse's immediate family members, as defined above. The Chief does not have the discretion to allow a more lenient interpretation of this leave, except he may approve funeral/emergency leave in excess of the maximum stated above which will be charged in the following order: emergency personal leave, vacation and leave without pay. For funeral attendance of individuals not falling within this definition, the employee may request emergency personal leave, vacation, or leave without pay.
- B. Funeral/emergency leave shall be considered as hours worked for FLSA purposes.
- C. Emergency personal leave of twenty-four (24) hours for shift personnel shall also be allowed at the discretion of the Fire Chief or his designee for other extenuating circumstances which may prevent an employee from normal attendance. Emergency personal leave of sixteen (16) hours for staff personnel shall also be allowed at the discretion of the Fire Chief or his designee for other extenuating circumstances which may prevent an employee from normal attendance. Emergency personal leave must be used within the fiscal year and may not be carried over to the next fiscal year.
- D. The amount of leave to be granted will be determined by the Fire Chief, taking into consideration the facts in each case. It shall not be automatic.

Section 5. Attendance Incentive Program.

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

ARTICLE 13

RETURN TO WORK/FITNESS FOR DUTY

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

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

ARTICLE 14

BULLETIN BOARDS

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

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

Section 3. It shall be the Union's responsibility to maintain the material posted on the Union bulletin boards, including to ensure that the material posted is in conformity with this section and

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

ARTICLE 15

REDUCTIONS IN FORCE

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

- A. Unit members with the least seniority in the Enid Fire Department shall be laid off first. The City shall provide thirty (30) days notice to the affected employee(s) and the president of the Union.
- B. If after a reduction in force there is a vacancy in the Fire Department, the City shall reinstate a laid off employee to the same classification in which he was formerly employed. Reinstatement shall be done in the order of the person with the most seniority being recalled first. Leave time will not accrue during a period of lay off. Upon reinstatement, vacation leave, sick leave and seniority will be reinstated at the rate which is in effect on the date of reinstatement. Additionally, all leave not paid upon lay-off shall be restored to employee upon reinstatement.
- C. The City will place laid off individuals on a recall list. In case of a recall, contact will be made by certified mail to the individual and the Union president at the address on file in the personnel office. It is the individual's responsibility to keep the personnel office informed of his current address and telephone number. Each individual contacted will be given eighteen (18) days to notify the City of his intentions. The eighteen (18) day time frame begins from the date of mailing of the notice. If the individual fails to notify the City within this eighteen (18) day period, he will relinquish all recall rights. If the individual does notify the City of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

ARTICLE 16

UNION OR FIRE SERVICE BUSINESS

Section 1. Union Business.

- A. The Union is granted up to two hundred and forty (240) hours off per fiscal year with pay for the purpose of conducting Union business. Such leave for Union business shall be limited to attending PFFO conventions, seminars or workshops, IAFF conventions, seminars or workshops, AFL-CIO conventions, seminars or workshops, preparation of grievances,

preparation for negotiations, and preparation for and participation in arbitrations. The specific Union members who shall be allowed to take said time off with pay is to be determined by the Union President.

- B. Written request for Union business leave shall be forwarded to the Fire Chief at least three (3) days in advance for his approval. The Fire Chief may disapprove leave for Union business if such leave would adversely affect the operations of the Department.
- C. Leave for Union business shall be considered as hours worked for FLSA purposes as long as the leave coincides with the members regularly scheduled work hours.
- D. The members of the Union's negotiating team, not to exceed four (4), shall be allowed time while already on duty, subject to call, to attend negotiating sessions which shall be set by the City and the Union for the purposes of collective bargaining.

Section 2. Fire Service Business

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

ARTICLE 17

CERTIFIED WORKPLACE MEDICAL PLAN

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

ARTICLE 18

INTERNET USE

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

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

- 1) Sending, downloading, displaying, printing, or otherwise disseminating or failing to delete material that is sexually inappropriate or explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory, or otherwise unlawful;
- 2) Accessing information to which employee is not authorized;

- 3) Disseminating or storing commercial or personal advertisements, solicitations, promotions, destructive programs (that is, virus or self-replicating code), political information, or any other unauthorized material;
- 4) Logging into the computer system at an unauthorized terminal;
- 5) Except when performing work-related duties, wasting time and computer resources by sending mass mailings or chain letters, retrieving on-line radio stations, playing games, engaging in online non-city related chat groups, viewing, downloading or sending material to U-Tube, viewing, chatting or creating My Space, Face Book or other social network pages, purchasing personal items via on-line auctions, forwarding jokes, pictures, videos, or web-links, or otherwise creating unnecessary network traffic;
- 6) Using or copying software in violation of a license agreement or copyright;
- 7) Violating any state, federal, or international law; or
- 8) Failing to report unauthorized computer use or for any prohibited activities.

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

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

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

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

This policy does not prohibit “brief” personal communications or use during stand-down hours as long as it does not become time consuming or detract employees from their work for extended periods of time. It is understood that an occasional email may be used for personal

correspondence as long as it does not interfere with City business, is done on break time, and does not otherwise violate this policy.

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

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

ARTICLE 19

UNIFORMS

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

Section 2. Instead of separate allowances for the purchase and cleaning of uniforms as was provided in the collective bargaining agreement for fiscal year 1997-98, the City and the Union agreed in the collective bargaining agreement for fiscal year 1998-99 that the amounts previously paid separately as uniform purchase and cleaning allowances would be added to employees' base annual pay, and employees would not receive any separate uniform allowances. This practice will be continued for this fiscal year.

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

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

ARTICLE 20

PERSONAL PROPERTY

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

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

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

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

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

ARTICLE 21

PAYROLL DEDUCTIONS

Section 1.

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

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

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

Section 3. The City will deduct only Union dues, IAFF L-3722 Community Involvement Fund deductions and Pre-Paid Legal Services monthly payments from an employee's paycheck, and will not deduct initiation fees, special assessments, fines or any other deductions, absent court order. In the event of an increase or decrease in Union dues, the Union will give the City thirty (30) days notice in order to allow the City to make the proper changes in its accounting records. No deductions will be made when the salary, less all other deductions, to be paid an employee is not sufficient to cover the amount to be deducted.

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

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

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

ARTICLE 22

REGULAR AND SPECIAL MEETINGS

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

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

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

ARTICLE 23

PROMOTIONS

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

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

Bibliographies will be posted thirty days prior to any examination.

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

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

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

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

Section 6. Transfers to the Line.

- A. An employee who transfers from a specialty officer or staff position to his previous line of command position, who served in that specialty officer or staff position less than three (3) years, will have his placement in the step plan adjusted as if he had never held the specialty officer or staff position. If the employee received merit pay increases while serving in the specialty officer or staff position, the employee's pay should advance the number of steps received, if the employee is not topped out. If the employee did not receive merit pay increases, the employee should be returned to the step he was in before he was promoted to the specialty officer or staff position.
- B. An employee who transfers from a specialty officer or staff position to a new line of command position, who served in that specialty officer or staff position less than three (3) years, should have his pay adjusted in a two (2) step process. First, the procedure outlined in subparagraph A of this Section should be used, and then the formula found in Section 4 of this article should be applied to determine the promotional increase and the proper step the employee should be in.

Section 7. Promotions to the Line.

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

ARTICLE 24

MANAGEMENT – UNION COMMITTEE

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

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

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

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

ARTICLE 25

JOB ASSIGNMENTS

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

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

ARTICLE 26

UNION MEAL PROGRAM

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

ARTICLE 27

PROHIBITION OF STRIKES

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

City of Enid. Members of the bargaining unit are prohibited from engaging in any work stoppage, slowdown, strike or other job action.

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

ARTICLE 28

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

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

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

ARTICLE 29

TRAINING

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

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

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

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

ARTICLE 30

DINING OUT

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

- A. Personnel shall stay together as an engine company or crew.
- B. Personnel shall make prior arrangements with the management of the restaurant or eatery for payment of any bills by the personnel (not the City) in the event of dispatch to a call.
- C. All personnel shall be neat, courteous to the public and staff of the restaurant or eatery, and present a positive image and a sense of public accessibility to the Enid Fire Department when dining out in public.
- D. The response area may be expanded for purposes of this article by two (2) blocks with prior approval of the Fire Chief.

ARTICLE 31

INCENTIVE PAYS

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

- A. Any unit member who provides the Fire Chief proof of his certification as Emergency Medical Technician (EMT) will receive \$100.00 per month incentive pay.
- B. Any unit member who provides the Fire Chief proof of his certification as Hazardous Materials Technician (Haz Mat Tech) will receive one hundred dollars (\$100.00) per month incentive pay.
- C. Any unit member who provides the Fire Chief proof of his certification as an EMT Instructor I or II, by July 1 of the fiscal year, will receive incentive pay. Unit members certified as EMT Instructor I will receive one hundred and twenty-five dollars (\$125.00) per month incentive pay. Unit members certified EMT Instructor II will receive one hundred

and fifty dollars (\$150.00) per month incentive pay. All EMT Instructors will be required to teach training classes in the Fire Department to receive EMT Instructor pay.

- D. Any unit member who is a Specialty Officer in the mechanics division may receive EVT incentive pay of one hundred dollars (\$100.00) per month for EVT I upon certification as an EVT I and upon certification as an EVT II they may receive an additional one hundred dollars (\$100.00) a month incentive pay. Assistant Mechanics that are promoted to their position after July 1, 2006 must be certified within three (3) years of their appointment to the level of EVT I to remain in their position. Master Mechanics that are promoted to their position after July 1, 2006 must be certified within three (3) years of their appointment to the level of EVT II to remain in their position. EVT I certification shall include ASE T-4, T-5, T-8 exams and EVT F-2 exams. EVT II certification shall include ASE T-2, T-3, T-6 and EVT F-3 and F-4 exams.
- E. Any unit member who provides the Fire Chief proof of his certification as a car seat installation technician will receive fifty dollars (\$50.00) per month as incentive pay.

Section 2. Inspector Incentive Pay.

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

Section 3. Working Out of Classification Incentive Pay.

- A. Twenty seven (27) members of the bargaining unit may elect to work out of their regular classification for fiscal year 2010-2011 as specified in this article, these unit members may receive working out of classification assignment pay of fifty dollars (\$50.00) per month. The unit members must agree to work out of class for the whole fiscal year to receive the incentive pay.
- B. The following ranks are eligible to receive the pay specified in this section if they work up one classification:
 - 1. A firefighter who works up one classification as a driver;

2. A driver who works up one classification as a lieutenant;
 3. A lieutenant who works up one classification as a captain.
- C. Three (3) unit members of the appropriate rank for each shift (A-shift, B-shift, C-shift) may receive assignment pay. Opportunities to receive this assignment pay will be based upon seniority by shift and position. If three (3) persons do not sign up for the assignment pay for each position per shift, the Chief will assign the least senior qualified person per shift and per position until the positions are filled. Only firefighters who are certified on fire apparatus will be allowed to work out of classification. If additional persons are needed to work out of classification, those persons will do so without any additional pay, and will be selected pursuant to reverse seniority.
- D. Captains will be assigned to work up one (1) classification on a rotating basis but they will receive no assignment pay.
- E. The shift commander will select on a rotation basis from among those receiving incentive pay on his shift in the appropriate position when working out of class is needed.
- F. Time spent by a unit member working out of classification for which the member received working out of classification pay in the two (2) years prior to promotion to the higher classification shall be applied to the member's probation upon promotion up to a maximum of thirty (30) shifts.

ARTICLE 32

INSURANCE

Section 1. Health insurance, including dental coverage, will be provided by the City for the fiscal year covered by this Agreement. ~~For Fiscal Years 2011-2012 and 2012-2013, the City retains the right to determine the health insurance coverage, including dental coverage, offered to employees. The parties agree that the City will not raise the Employee's portion of insurance premiums more than five percent (5%) each year during the term of this agreement and that the City will not decrease benefits.~~

~~For the year 2011-2012, the City has chosen to offer, and the Union has chosen to accept, a dental benefit plan with a maximum annual benefit of \$2,000.00, which is an increase in annual benefits of 100% over the 2010-2011 fiscal year. The premiums for the 2012 fiscal year shall be \$4.15 per pay period for employee only coverage and \$12.17 per pay period for family coverage. The premiums for the 2013 fiscal year shall be not more than five percent (5%) over the premiums for the 2012 calendar year.~~

All health insurance benefit packages in effect in Fiscal Year 2012-2013 shall remain in effect for Fiscal Year 2013-2014 and Fiscal Year 2014-2015. Bi-weekly premiums charged to employees for Fiscal Year 2013-2014 shall be as follows:

<u>Plan A</u>	<u>Plan B</u>
<u>\$31.79 Employee Only</u>	<u>\$36.85 Employee Only</u>
<u>\$64.67 Employee/Spouse</u>	<u>\$73.83 Employee/Spouse</u>
<u>\$51.95 Employee/Child(ren)</u>	<u>\$58.68 Employee/Child(ren)</u>
<u>\$72.68 Employee/Family</u>	<u>\$102.02 Employee/Family</u>

All dental insurance benefit packages in effect in Fiscal Year 2012-2013 shall remain in effect for Fiscal Year 2013-2014 and Fiscal Year 2014-2015. Bi-weekly premiums charged to employees for Fiscal Year 2013-2014 shall be as follows:

\$5.35 Employee Only
\$15.68 Employee/Family

The parties agree that, if changes are necessary for Fiscal Year 2014-2015, the City will not raise the Employee's portion of dental and health insurance premiums more than ten percent (10%) and that the City will not decrease benefits.

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

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

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

ARTICLE 33

COMPENSATION

Section 1. The Fire Department Pay Plan is attached as Appendix "A," and is effective from July 1, ~~2011-2013~~ through June 30, ~~2013~~2015. A ~~2.5%~~3.15% cost of living adjustment shall be made to the Fire Department Pay Plan for Fiscal Year ~~2011~~2013 and Step 11 shall be increased by 1.25% to bring it up to a 4% increase from Step 10. For Fiscal Year ~~2012~~2014, ~~no across-the-board or a 2%~~ cost of living adjustment shall be made to the Fire Department Pay Plan. ~~However, for Fiscal Year 2012, Step 11 will be added to the plan. Step 11 shall be a 2.75% increase in pay. Beginning July 1, 2014, the Fire Department shall be compensated for two additional holidays, for a total of 11.~~

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

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

- A. An employee who receives an overall rating of satisfactory or better on his annual performance evaluation over the one-year period will receive a merit pay increase of one step in his pay range in the pay plan, unless the employee is in the top step in his pay range.
- B. An employee who receives less than a satisfactory rating on his annual performance evaluation over the one year merit period will remain at the pre-evaluation pay rate until the next merit date.
- C. This section regarding merit pay increases shall not apply to any other evaluation or performance evaluation other than the annual performance evaluation on the employee's merit date. Employees shall have no right to any merit pay increase in relation to any other sort of performance evaluation.
- D. Exceptions to Section 3:
 - 1. An employee that has received discipline equating to a written reprimand or higher level of discipline over the one-year period may be denied an annual merit increase.
 - 2. An employee that fails to maintain satisfactory monthly test score averages over the one-year period may be denied an annual merit increase.
 - 3. An employee that has been denied a merit increase due to receiving a written reprimand or higher level of discipline may, at the discretion of the Fire Chief, be re-evaluated six months from the employee's merit date.
 - 4. An employee that has been denied a merit increase for failing to maintain satisfactory monthly test score averages will be re-evaluated six months from the employee's merit date. The employee's merit will be reinstated if the employee has satisfactory monthly test score averages.

ARTICLE 34

PHYSICAL FITNESS

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

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

ARTICLE 35

COMPENSATORY TIME

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

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

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

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

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

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

ARTICLE 36

SUCCESSORS AND ASSIGNS

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

ARTICLE 37

WAIVER CLAUSE

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

ARTICLE 38

SAVINGS CLAUSE

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

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

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

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

ARTICLE 39

COPIES OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this contract effective on the
1st day of July, 2013.

Date: _____

The City of Enid, Oklahoma,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

ATTEST:

(SEAL)

Linda Parks, City Clerk

Date: _____

The International Association of Fire
Fighters Local 3722

Signature

Printed Name

Title

ATTEST:

Lodge Secretary

APPENDIX "A"

FIRE DEPARTMENT PAY PLAN

APPENDIX "B"

LONGEVITY PAY

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

**FISCAL YEARS 2013 - 2015
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

**THE ENID/GARFIELD COUNTY FRATERNAL
ORDER OF POLICE LODGE #144,
AN OKLAHOMA NON-PROFIT CORPORATION**

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as City, and the Enid/Garfield County Fraternal Order of Police, Lodge #144, an Oklahoma Non-Profit Corporation, hereinafter referred to as Lodge, to achieve and maintain harmonious relations between the City and the Lodge, and to provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the residents of Enid.

ARTICLE 2

RECOGNITION

The City recognizes the Lodge as the exclusive bargaining agent for full-time paid employees of the Enid Police Department, except the Police Chief and a designated administrative assistant, to the extent required by the Fire and Police Arbitration Act ("FPAA"), and except civilian employees, reserve police officers and part-time employees to the extent permitted by the FPAA.

ARTICLE 3

TERM OF AGREEMENT

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

Section 2. This agreement shall be effective as of July 1, ~~2011-2013~~ and shall remain effective until June 30, ~~2013~~2015. This agreement shall thereafter continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Lodge at least thirty (30) days before the anniversary date of this agreement. However, should either the City or the Lodge intend to negotiate monetary issues, such notice shall be given at least one hundred and twenty (120) days before the anniversary date of this agreement.

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

Section 4. ~~FOP retains the right to reopen this agreement as to wages only for fiscal year 2014-2015. Should the FOP decide to reopen negotiations on wages only (Article 27, Section 1) in the~~

second year of this agreement (July 1, 2014 to June 30, 2015), the FOP shall notify the City in writing on or before 5:00p.m., January 1, 2014, of said decision by the FOP.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The Lodge recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities under law and to the citizens of the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, except those abridged or modified by this Agreement.

Section 2. The City retains its rights in accordance within the Constitution and Laws of the State of Oklahoma and the rights, responsibilities and duties contained in the Charter of the City of Enid, and the ordinances, regulations, and policies promulgated thereunder. Such rights include, but are not limited to, the following rights:

- A. To determine Police Department policy and operations, including the rights to manage the affairs of the Police Department in all aspects;
- B. To assign and determine working hours, including overtime, and to allocate and assign work to members of the Police Department;
- C. To manage and direct the members of the Police Department, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote or transfer, or to discharge, suspend, demote or discipline any member of the Police Department, whether probationary or non-probationary;
- D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department, to determine job classifications and ranks based upon duties assigned, to determine the number of employees to be employed by the Police Department, to determine the manning of shifts in the Police Department, and to determine the standards of performance of members of the Police Department;
- E. To determine the safety, health and property protection measures for the Police Department;
- F. To be the sole judge of the qualifications of applicants and training of new employees;
- G. To establish, modify, revise and enforce City and Police Department rules, regulations, policies, procedures, directives and orders. The parties agree, when practicable for the City, to provide the Union ten (10) calendar days' notice of all proposed modifications or revisions to rules, regulations, policies, procedures and directives. After the ten (10) days, the City may implement the modifications or revisions;

- H. To determine the methods, means, procedures, locations and personnel by which the operations of the Police Department are to be conducted;
- I. To introduce new, improved, or different methods and techniques of operation of the Police Department, or change or eliminate existing methods and techniques;
- J. To maintain the efficiency of operation of the Police Department;
- K. To determine the amount of supervision necessary;
- L. To determine and control the departmental budget;
- M. To increase, reduce, change, modify or alter the composition and size of the work force of the Police Department, including but not limited to, the right to relieve members of the Police Department from duties due to lack of work, lack of funds or other legitimate reasons;
- N. To take whatever actions may be necessary to carry out the mission of the City in situations of emergencies, including the assignment of duties to members of the Police Department.

Section 3.

- A. The Mayor and Board of Commissioners have the sole authority to determine the budget of the City and its various departments, including the total amount of the budget of the City and its departments, and the allocation of the budget to different functions, priorities and departments.
- B. The Police Chief has the sole authority to determine the purpose, mission, duties and responsibilities of the Police Department.

Section 4. The rights, responsibilities and prerogatives listed in this Article are inherent to the City, the Police Chief and/or to the Police Civil Service Commission (PCSC) by virtue of Constitutional, statutory and charter provisions, and are not subject to delegation in whole or in part.

Section 5. The Lodge agrees that the rights listed in this Article shall be retained by the City, the Police Chief and the PCSC regardless of the frequency of exercise by the City, the Police Chief or the PCSC.

ARTICLE 5

PROHIBITION OF STRIKES

The Lodge agrees to a prohibition of any work stoppage, slowdown, strike or other job action, e.g., secondary boycott, sit-down, concerted refusal to perform work of any kind, mass absenteeism, or any other interruption or disruption of the operations of the Police Department

and the City of Enid. Members of the bargaining unit are prohibited from engaging in any work stoppage, slowdown, strike or other job action.

ARTICLE 6

HOURS OF WORK

Section 1.

- A. Except as provided in Section 2, the work period for unit members, uniformed and non-uniformed, shall consist of ~~twenty-eight (28)~~fourteen (14) day periods. Overtime shall be paid for all hours worked in excess of ~~one hundred and seventy-one (171)~~eighty-six (86) hours in a ~~twenty-eight (28)~~fourteen (14) day work period.
- B. Each unit member, at his or her option, may place all or none of his or her straight time into a compensatory time bank, up to a maximum of one hundred and sixty (160) hours. Only straight time may be placed in a unit member's compensatory time bank.
- C. The City and Lodge agree that the City will purchase and implement a timekeeping software that would allow a change to a fourteen (14) day work period within the 2011-2012 Fiscal Year. Upon implementation of the fourteen (14) day work period, overtime shall be paid for all hours worked in excess of eighty-six (86) hours in a fourteen (14) day work period.

Section 2. Lieutenants and Captains are exempt employees under the Fair Labor Standards Act (FLSA).

Section 3. Off-duty Officers assigned to special projects will be paid at a rate of one and one-half (1½) hours for each hour worked on such assignment with a minimum of five (5) hours pay, except for businesses that have been approved by the Chief of Police or his designee to pay officers directly. Special projects are defined as assignments for which the department receives reimbursements from third parties for officers to provide security, e.g., school football games and dances, but expressly excludes work funded by grants.

Off-duty officers will be allowed to work in uniform for specified businesses and be compensated at a rate of no less than thirty dollars (\$30.00) per hour by the business. This payment will be made directly to the officer by the business.

This extra-duty employment will be scheduled through the Enid Police Department Training Division and will consist of uniform security. Officers will be allowed to utilize their assigned take-home units only to travel to and from the business.

Employment with the business should not interfere with officers' regular duty assignments.

Section 4. Attendance at training or schools by unit members for which the department has approved the attendance of the unit member, whether the school falls on the unit member's day off or on a regular workday, will be considered hours worked. If the school falls on a unit member's day(s) off, the unit member may be given another day(s) off within the twenty-eight (28) day period.

- A. Unit members who attend training or schools in which the department has approved the attendance of the unit member and the school lasts in duration less than six (6) hours, unit member shall be compensated the actual time they attend school.
- B. Unit members who attend training or schools in which the department has approved the attendance of the unit member and the school lasts in duration six (6) hours or more for one (1) day, then the unit member shall be compensated a minimum of ten (10) hours.
- C. Unit members attending training or schools, with department approval, that last for five (5) days or longer shall be on a five (5) day work week for the duration of the class. Any class time that exceeds eight (8) hours in one (1) day will be subject to additional compensation.

ARTICLE 7

SHIFTS

Section 1. The Police Department shall provide service to the public twenty-four (24) hours a day, seven (7) days a week. Officers in the patrol, traffic and investigative services divisions, as well as K9 officers, community police officers and Drug Abuse Resistance Education (DARE) Officers will work a four (4) day a week, ten (10) hours a day ("4-10") schedule as set forth in this Article 7. Officers who are assigned to work a 4-10 shift schedule will normally work shifts of ten (10) hours in duration, to be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. This typical schedule of days on and days off may be adjusted as needed by the Police Chief based on the operational needs of the department. Also based on the operational needs of the department, the Police Chief, in his discretion, may add or remove shifts or adjust the starting and ending time of the shifts. The usual shift schedule will be as follows:

A. Patrol Shifts

A Shift - starting at 0600 hours and ending at 1600 hours.

B Shift - starting at 1400 hours and ending at 2400 hours.

C Shift - starting at 2100 hours and ending at 0700 hours.

Officers working patrol will attend muster. Patrol shifts will not rotate.

B. Traffic Shifts

A Shift - starting at 0600 hours and ending at 1600 hours.
B Shift - starting at 1100 hours and ending at 2100 hours or
B Shift - starting at 1300 hours and ending at 2300 hours.

Officers working traffic will attend muster. Traffic shifts may rotate.

C. Detective Shifts

A Shift - starting at 0700 hours and ending at 1700 hours.

Detectives shall attend muster. Detective shifts may rotate.

Officers assigned to narcotics are excluded from the detectives shift schedule.

D. Shifts of K-9 Officers

Officers assigned to the K-9 unit will be scheduled for 10-hour shifts. Duties of K-9 officers require the daily care, grooming and maintenance of animals used in police assignments. To perform such duties, K-9 officers will be released from his or her regular work assignments for a period of one (1) hour for each full ten (10) hour shift. This one (1) hour is to provide time for necessary care, grooming and maintenance of the animals in performance of police duties. This one (1) hour off from regular assignments contemplates all time used by said officer for the care, grooming and maintenance of the animals, including time used on days said officers are not assigned to work. Officers assigned to the K-9 unit shall not be entitled to any additional pay for the daily care, grooming and maintenance of the animals. An average of twenty-four (24) days per year will be designated by the Chief of Police or his designee as training days for K-9 unit.

E. Field Training Officers (FTOs)

Officers assigned duties as FTOs shall be scheduled for an A, B or C shift and Traffic, and must attend muster.

F. Community Policing Officers (CPOs)

Officers assigned duties as CPOs shall be scheduled for ten (10) hour shifts, which may be different than the A, B and C shifts. CPOs must participate in a muster.

G. DARE Officers

Officers assigned as DARE Officers shall be scheduled for ten (10) hour shifts, or if the operations of the department require, after considering other options, eight (8) hour shifts which may be different than the A, B and C shifts. DARE officers must participate in a muster.

H. Sergeants

All sergeants shall be assigned to a 4-10 schedule in appropriate supervisory numbers as determined by the Police Chief. Sergeants' shift times may vary from shift times for officers on 4-10 schedules. Sergeants must participate in a muster.

I. Probationary officers

Probationary officers shall be assigned to a 4-10 schedule during in service training and during Council on Law Enforcement Education and Training (CLEET) academy.

J. Lieutenants and Captains can be assigned to 4-10 schedules at the Police Chief's discretion.

K. Training Division

Officers assigned duties in this division will work four (4) ten (10) hour days or five (5) eight (8) hour days as the operations of the department require.

Section 2. The Police Chief shall retain the right to alter shifts, including the starting and ending times, on a temporary basis in the interests of the operation of the department. The Police Chief shall retain the right to schedule special assignments and shifts for any special duty work in the department. The Police Chief shall retain the right to schedule unit members' days of work.

Section 3. Officers assigned to a 4-10 shift schedule will be permitted to take two (2) twenty (20) minute rest breaks and one (1) thirty (30) minute meal break during their ten (10) hour work shift, provided they have authorization from the dispatcher or their supervisor. No overtime or compensation will be paid or given for any missed rest or meal breaks. Officers remain subject to call during all breaks and meal times.

Section 4. Shift Bidding for Uniform Services Division

- A. Sergeants and Officers assigned to the Uniform Services Patrol Division will have the opportunity to bid for shifts and days off. The shift bidding process shall take place one time annually, generally during the month of October, and will take effect on the first day of the first pay period of the immediately following calendar year.
- B. The Chief of Police will assign Patrol Lieutenants to shifts, along with a designated number of Sergeants and Officers, to each Patrol shift.
- C. Each Patrol Lieutenant will prepare a shift schedule that outlines the number of Sergeants and Officers assigned to his/her respective shift.
- D. The Patrol Captain will post the bid schedule, along with a list of Sergeants and Officers eligible to bid, listed in order of seniority with the Enid Police Department. Only Sergeants and officers assigned to the Patrol Division at the time the bid schedule is posted will be

- eligible to bid for shifts and days off for the upcoming year. The Patrol Captain will maintain records of the bid process for a period of two (2) years.
- E. Bidding will begin with the Sergeants based on their seniority by date of promotion. Once a Sergeant or Officer has been contacted to place their bid, they will have fifteen (15) minutes to complete their bid. If a Sergeant or Officer fails to complete their bid within the fifteen (15) minutes allowed, the next person in seniority may complete their bid. Upon completion, the Chief of Police will review the Sergeant bidding. The Chief of Police will then make any changes based on operational needs of the department. Upon the Chief of Police's approval of the Sergeants' shift bidding, Officers will begin the bidding process, based upon seniority within the Enid Police Department, starting with the most senior officer and ending with the newest officer.
 - F. The Officers' shift bidding will be conducted in the same manner as the Sergeants' shift bidding in Subsection E.
 - G. Each Patrol Lieutenant will have to consider the number of SWAT Operators designated to his/her shift, based upon what that individual shift can support for SWAT Training. SWAT Operator's seniority will be determined by the date of hire or date of promotion with the Enid Police Department and not with seniority on a particular team. If a particular shift has reached the allotted number of SWAT Operators, the remaining team members will have to choose another shift for which SWAT positions are still available.
 - H. Each Patrol Lieutenant will be allowed at least one (1) FTO Sergeant and two (2) FTOs per shift. At the beginning of each calendar year, the Patrol Lieutenant will appoint his or her shift FTOs for that calendar year.
 - I. In the event that two (2) officers mutually agree to trade shifts and/or days off within the calendar year, they will assume each other's shifts and/or days off until they are eligible for the next year's shift bidding process. Any such mutual agreement shall be submitted to the through the Police Chief, through the Chain of Command, for his approval at least fourteen (14) calendar days before the agreed trade is planned to occur. The Police Chief may, in his sole discretion, deny the request. If approved, the trade will go into effect at the start of the next twenty-eight (28) day period. If Officers are added or removed from a shift, or if an Officer mutually transfers between Detectives, Dare or any other division of the Department, seniority shall prevail.
 - J. In the event that Patrol Officers are added or removed from a shift during the calendar year by the Chief of Police, the Patrol Officers' days off are subject to restructure. Each Patrol Officer would get his/her choice of days off based upon his/her seniority on the newly restructured schedule.
 - K. Nothing in these procedures shall prevent a mid-year shift change or any other transfers as the Police Chief deems necessary. The shift bidding procedure is non-binding and the Police Chief retains the authority to staff the department based on operational needs.

ARTICLE 8

SENIORITY

Section 1. Seniority shall have the same meaning as provided in the City Charter.

- A. For promotions, seniority in service and examinations shall be considered;
- B. For reductions in force, seniority shall prevail.

Section 2. In the event the Charter is changed by a vote of the people and such change(s) alters, modifies, limits or expands the provisions of the Charter relating to seniority, seniority shall have the same meaning as in the revised Charter.

Section 3. For other matters not covered by the Charter, seniority shall mean time in grade.

Section 4. Seniority shall be lost upon the unit member's separation from employment with the City, however such separation occurs, except that in a reduction in force (layoff), seniority will be reinstated if the laid-off individual is recalled pursuant to Section 5.

Section 5. Reductions in Force.

- A. The employees with the least seniority in the Enid Police Department shall be laid off first.
- B. If, after a reduction in force, there is a vacancy in the Police Department, the City shall reinstate a laid-off employee to the same classification in which he was formerly employed. Reinstatements shall be done in order of seniority. Leave time will not accrue during a period of layoff. Upon reinstatement, vacation leave, sick leave and seniority will be reinstated at the rate which is in effect on the date of reinstatement, and any such leave not compensated for at the time of layoff shall be restored.
- C. The City will place laid-off individuals on a recall list. In case of a recall, contact will be made by certified mail to the individual at the address on file in the personnel office. It is the individual's responsibility to keep the personnel office informed of his current address and telephone number. Each individual contacted will be given forty-eight (48) hours from the date of the individual's receipt of the recall notice to notify the City of his intentions. If the individual fails to notify the City within this forty-eight (48) hour period, he will relinquish all recall rights. The individual will have seven (7) calendar days from the date he notifies the City of his intent to return to work to actually report to work. If the

individual does notify the City of his intention to return to work, but fails to report to work on the agreed-upon starting date, he will relinquish all recall rights.

ARTICLE 9

PROMOTIONS

Section 1. Promotions will be handled in accordance with the City's Charter.

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

- A. Officers who are eligible and desire to apply for a promotion will have sixty (60) calendar days to study for the promotion examination(s);
- B. A bibliography relating to the promotion examination(s) will be posted;
- C. If an officer withdraws from a promotion examination(s), it will be noted;
- D. An officer who takes the promotion examination(s) will be permitted to review his or her written examination answer sheet. If permitted by the test company, the officer will be allowed to review the test booklet as well. Review of the answer sheet and/or test booklet shall be at a time and place set up by the Secretary of the PCSC.;
- E. In no event shall an officer be permitted to review any notes of any examiner;
- F. A Lodge representative will be permitted to watch the taking of the written examination and the oral interviews;
- G. The eligibility list will be stricken after one year;
- H. The Police Civil Service Commission ("PCSC") will develop a written procedure for administering each promotional examination(s), which will include a uniform method of scoring the written and oral examination(s). Such procedure will be provided to the Lodge prior to the promotional examination(s). The PCSC may alter, amend, modify or change, in whole or in part, the written procedure for each promotional examination before each examination under the City's Charter.
 - 1. The Secretary of the Police Civil Service Commission shall:
 - a. Apprise exam candidates on the oral board categories sixty (60) calendar days prior to the examination.

- b. Provide exam candidates a summary of his/her performance during the oral board.
- c. With the Lodge representative, debrief exam candidate upon request.

Section 3. Time in grade requirements shall apply to all officers hired after March 4, 2003. Any officer that was hired prior to March 4, 2003 is "Grand-Fathered" and not subject to time in grade requirements.

The following are the time in grade requirements:

No patrol officer shall be examined for promotion for any grade until they have served at least four (4) years of service with the Enid Police Department.

No Sergeant shall be examined for promotion for any grade in the department until they have served at least two (2) years as Sergeant.

Those officers holding the rank higher than Sergeant are not subject to time in grade and are eligible for promotion exams to any rank.

ARTICLE 10

LEAVE TIME

Section 1. Holidays.

- A. The City currently recognizes the following holidays, except for personnel employed on continuous operations, such as Police Department employees:
 - 1. New Year's Day (January 1);
 - 2. Dr. Martin Luther King Jr. Day (Third Monday in January);
 - 3. President's Day (third Monday in February);
 - 4. Memorial Day (the last Monday in May);
 - 5. Independence Day (July 4);
 - 6. Labor Day (the first Monday in September);
 - 7. Veteran's Day (November 11);
 - 8. Thanksgiving Day;
 - 9. Friday after Thanksgiving Day;
 - 10. Christmas Eve (December 24);
 - 11. Christmas Day (December 25).
- B. If an hourly employee is required to work an authorized holiday, he shall receive pay for the holiday at straight time and for the time worked on the holiday at his overtime rate. If the hourly employee did not work a full shift on the holiday, his compensatory time bank will be reduced to make up the shortfall.

- C. When a holiday falls on an employee's regularly scheduled day off, the employee will receive an additional normal day's pay at straight time, or an additional day off during that ~~twenty-eight (28)~~ fourteen (14) day work period or the employee may add the hours to his compensatory time bank if his bank is not full.
- D. Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive compensation for the holiday and may be disciplined.
- E. If the holiday falls within an employee's vacation time, it will be paid as a holiday.
- F. The City reserves the right to require any employee to work on a holiday if, in the judgment of the Police Chief, it is necessary to meet the requirements of the Police Department.
- G. If an employee has been scheduled to work on a holiday and fails to report for work, the employee will be ineligible for holiday pay and may be subject to disciplinary action, unless the absence has been excused or authorized by the Police Chief. In such latter cases, the employee will be charged the holiday pay and not the sick leave pay.
- H. For officers working a 4-10 shift, a holiday shall be considered a ten (10) hour day.

Section 2. Vacations.

- A. Full time employees who are members of the bargaining unit shall be eligible for vacation leave as follows:

<u>Years of Service</u>	<u>Hours of Vacation Accrued Per Year</u>
1-9	120 hours
10 - 14	160 hours
15 or more	200 hours

Beginning on the first (1st) day of employment, vacation shall accrue at 4.62 hours per pay period. Beginning on the ninth (9th) anniversary of employment, vacation shall accrue at 6.16 hours per pay period, and beginning on the fourteenth (14th) anniversary of employment, vacation shall accrue at 7.70 hours per pay period.

- B. Employees must be full time to be eligible for vacation leave. Employees are not eligible to utilize vacation leave until they have worked one (1) full year of continuous service. A maximum of one year's accrued vacation leave may be carried over to the next fiscal year, if approved by the Police Chief.
- C. Vacation leave shall be scheduled only with the approval of the Police Chief, and must be scheduled at least three (3) calendar days in advance. The Police Chief has the sole discretion to grant or deny vacation time.

- D. Non-exempt unit members may take vacation leave no more than twice in a ~~twenty-eight~~ fourteen (14) day work period in increments of at least one ten (10) hour day. The taking of vacation by exempt unit members will be at the Police Chief's discretion.
- E. Scheduled days off and holidays which fall within a unit member's scheduled vacation time shall not count against his vacation leave.
- F. Unit members may take vacation leave in one (1) hour increments as long as it does not affect staffing. Vacation leave of not more than one (1) day is not limited by subsection C or D of Section 2 of this article but should be requested as soon as possible.
- G. The following method shall be used department wide in approving vacations.
 - 1. Each Uniform Services Shift, including the Traffic Division, will post a six (6) month calendar in a conspicuous place on which officers of that shift can indicate the desired dates of their vacation. Other divisions may post such a calendar if it is desired.
 - 2. When an officer wants to take vacation during that six (6) month time period, he will write his name on the calendar in the corresponding dates.
 - 3. If any officer writes his name on the calendar and no other officer is wanting the same time period, the requesting officer will be granted the vacation, and the vacation request will be forwarded to the Chief of Police.
 - 4. In the event that two (2) or more officers request vacation during the same time period and it is more than thirty (30) days until the onset of the requested vacation, the senior officer will be granted the leave time.
 - 5. All vacations are subject to staffing needs and may be cancelled by management based on department needs.
 - 6. All vacations are subject to vacation time available to a particular requesting officer. Sick leave may not be used to supplement vacation time.
 - 7. Vacation hours carried over from a previous year do not take precedence over seniority.

Section 3. Sick Leave

- A. Sick leave is available to members of the bargaining unit only when such employees are unable to perform their duties due to personal sickness or injury, or for medical, dental or optical appointments.
- B. An employee is required to notify his or her immediate supervisor or the on-duty supervisor a minimum of one (1) hour in advance of the beginning of his shift or scheduled work, as

the case may be, of his intention to use sick leave. The approval of the officer's supervisor is required for the officer to take sick leave.

- C. Any sick leave granted for medical, dental or optical appointments shall not exceed the actual time necessary for examination or treatment and reasonable travel time, as determined by the Police Chief.
- D. Sick leave shall accrue at the rate of twelve (12) work days with pay per year of service, with a maximum accrual of ninety (90) eight (8) hour or seventy-two (72) ten (10) hour days.
- E. Employees who have accrued ninety (90) eight (8) hour_days or seventy-two (72) ten (10) hour_days, both of which equate to eighteen (18) weeks_of sick leave, may be eligible for sick leave buy-back not to exceed ~~fifteen-twenty-five~~ dollars (\$~~1525~~.00) per day and twelve (12) sick leave days per year, as approved by the Police Chief in his sole discretion. This sick leave buy-back shall only be paid for sick leave days accrued and not taken during the fiscal year. No employees shall be eligible to accrue or carry over more than ninety (90) eight (8) hour days or seventy-two (72) ten (10) hour days of sick leave. Employees, who at the time of their retirement after twenty (20) or more years of service or for a disability, shall be eligible for sick leave buy-back not to exceed ~~fifteen-twenty-five~~ dollars (\$~~1525~~.00) per day.
- F. The Police Chief or his designee may require a doctor's certificate before approving sick leave over three (3) consecutive days, or for any amount of time if he can articulate the reason the employee is misusing paid sick leave. The police chief or his designee may require a release to return to work after an employee has been off work due to illness or injury if he has reason to believe the employee may not be fit to return to work.
- G. Illness occurring while an employee is on vacation shall not be charged to sick leave but shall remain as vacation.
- H. When termination of employment occurs, no payment for sick leave will be made, except as provided in Subsection E, if applicable.
- I. Full-time, non-exempt regular employees shall be charged the number of hours missed from their normal work schedule.
- J. Use of Sick Leave for Immediate Family.
 - 1. One hundred and sixty (160) hours of accrued sick leave may be used in a fiscal year for the sickness or injury of a member of the employee's immediate family. Immediate family, for the purposes of this section, shall mean wife, husband, child, parent or any relative residing with and dependent upon said employee. Sixty (60) hours of accrued sick leave may be used in a fiscal year for an employee's parents while the employee is providing care to the sick or injured parent.

2. The Police Chief may require a doctor's certificate before approving sick leave to care for an immediate family member if the leave lasts over three (3) consecutive days, or for any amount of time if the Police Chief has reason to believe an employee is misusing paid sick leave.
3. Where two (2) or more employees are eligible to use leave for the same family member(s), only one (1) employee at a time will be authorized to use sick leave unless it is a life threatening sickness/injury. Then both employees will be allowed to use sick leave. Where an employee desires to use sick leave to care for a mother who has given birth to the employee's child, the employee may use sick leave during the hospital stay and one (1) day at home.

Section 4. Funeral Leave

- A. Funeral leave is available to employees only when a member of an employee's immediate family dies.
- B. Funeral leave may not exceed a total of six (6) days per fiscal year. Funeral leave may not be taken in increments of less than one (1) hour.
- C. Shift Lieutenants may approve or deny funeral leave up to twenty (20) hours. If the employee is denied funeral leave, he or she may appeal to the Police Chief. The amount of leave to be granted will be determined by the Police Chief, in his sole discretion, taking into consideration the facts in each case. Employees must request funeral leave from the Police Chief to be eligible to receive such leave. Such leave is not automatically granted.
- D. The term "immediate family" shall mean: wife; husband; child; step-child; brother; sister; parents; step-parents, father-in-law; mother-in-law; grandmother; grandfather; grandchildren; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandmother-in-law; grandfather-in-law; uncle; aunt or any relative residing permanently with and dependent upon said employee. For funeral attendance of individuals not falling within this definition, the employee may request vacation, personal leave or leave without pay.

Section 5. Personal Time

- A. Unit members will be granted twenty (20) hours of personal time upon the effective date of this Agreement. Such personal time must be taken during the fiscal year of this Agreement, and may not be carried over to the next fiscal year.
- B. Personal time is to be extended in no less than one (1) hour increments.
- C. Personal time will be granted at the discretion of the unit member's immediate supervisor.

- D. Special Commendation Certificate. Officers who are awarded a Special Commendation Certificate will be awarded an additional ten (10) hour personal day to be taken within the fiscal year of the award. If the Special Commendation Certificate is awarded late in the fiscal year and staffing issues do not allow this personal day to be taken within the fiscal year, the Police Chief may, in his sole discretion, allow the day to be carried over to the next fiscal year only.

Section 6. Military Leave

- A. As outlined in Section 507 of the City of Enid Personnel Manual, any officer, when ordered by proper authority to military service, will be placed on a leave of absence with no loss of seniority. An officer is entitled to leave with pay of three hundred (300) hours per federal fiscal year (October 1 – September 30).
- B. An officer who is to be off for more than three hundred (300) hours may request usage of accrued vacation or other exchange time (ie: personal leave or accumulated leave) for that time which is not paid. However, use of sick leave is not authorized for military leaves of absence. As with any leave of absence, vacation and sick leave accruals will stop after the employee has been on leave without pay for more than one half of the pay period.

Section 7. Bumping

- A. If an officer writes his name on the vacation calendar, he cannot be bumped from the requested dates if it is thirty (30) calendar days or less from the start of the requested leave.
- B. An officer who has been approved and is scheduled to take off work for a holiday, Acquired Time (AT), Personal Time, or Fitness Time may not be bumped from the requested dates if it is fourteen (14) days or less from the start of the scheduled time off.

Section 8. Final Leave

- A. A regular full-time employee, after establishing a date of retirement from the City of Enid employment, may elect to use accrued vacation, personal leave, and acquired time (AT) as final leave. The employee must provide a request for use of final leave to his/her department supervisor not less than fourteen (14) days prior to the date the final leave is to begin. The request must specify the date of retirement and the date the requested final leave is to begin.
- B. The amount of final leave authorized shall not exceed a total of sixty (60) days. Once the request for final leave is accepted and the retirement date is established, the request cannot be rescinded except in accordance with the provisions of the Police Civil Service Amendment to the Charter of the City of Enid, Oklahoma. If unforeseen circumstances prior to the date the final leave is scheduled to begin result in an employee using an amount of accrued leave sufficient to cause leave balances to be less than that required to cover the period of final leave requested, the employee will be required to adjust the effective date of the final leave or the date of retirement accordingly.

- C. An employee in final leave status will continue to be paid the regular base bi-weekly wage through the City's payroll system up to a maximum of eighty (80) hours per pay period. Compensation will not include any type of incentive or special pay (i.e. shift differential, assignment pay, etc.) All employee benefits, except as noted in this section, will continue to the established retirement date.
- D. Final Leave shall be computed (and taken) in the following order: Personal leave, AT, vacation, and then sick leave. Any remaining AT and vacation balances, and any sick leave balances up to ninety (90) days, will be paid on the final check. Sick leave balances will be paid in accordance with Section 3.E. No payment will be made for personal leave.
- E. Vacation used in amounts greater than eighty (80) hours within ninety (90) days prior to requesting Final Leave will be calculated into the Final Leave use.
- F. All City owned property shall be returned by the employee no later than two (2) weeks prior to the retirement date.
- G. Employees are not generally subject to recall once Final Leave begins. However, in the event that an employee is recalled to testify in court, he or she shall be paid in accordance with Article 31.
- H. Employees on final leave shall not be eligible for extra duty as defined in Article 6, Section 3 of this Agreement.

ARTICLE 11

RETURN TO WORK/FITNESS FOR DUTY

Section 1. Return to Work. The City and the Lodge mutually recognize that the physical and mental health and the physical fitness of each employee are of paramount importance. Therefore, the parties agree as follows:

- A. After Sickness, Illness or Injury:
 - 1. Any employee who has been absent for an extended period of time due to any physical, mental or emotional condition shall be required to obtain and present to the Police Chief a written release from a licensed physician stating that the employee is capable of returning to work without any limitations or restrictions. The physician's statement shall include a brief description of the nature of the injury or condition (i.e. arm fracture, psychological condition or medical procedure). The physician's statement shall also include whether the employee may return to work, the date on which the employee is released to return to work and what limitations or restrictions are in effect for the employee. If the

employee's physician determines that the employee is unfit for duty, then the City may place the employee on administrative duty or leave pending administrative action.

2. To ensure the ongoing health and safety of all employees and in the interest of the citizens of the community, the Police Chief or designee has the right to require the employee to submit to a fitness for duty examination with a physician of the City's choosing and at the City's expense.

Consistent with the Americans with Disabilities Act, said examinations must be job related, consistent with business necessity and shall only be done for the purposes of determining an employee's ability to perform job-related functions. This requirement may be met when an employer has a reasonable belief, based on objective evidence, that:

- a. an employee's ability to perform essential job functions will be impaired by a medical condition; or
 - b. an employee will pose a direct threat due to a medical condition.
3. The City shall provide the employee with a copy of the report of the examination. The employee shall be requested to execute such authorizations and releases as may be necessary in order to provide the City physicians with pertinent medical records. The employee has the right to deny the request to sign the medical records release identifying previous treatment. If the employee refuses to sign the medical records releases requested by the City physicians, this refusal shall be noted. The City retains the right to submit charges to the Police Civil Service Commission regarding the employee's fitness for duty based on the examination by the City physician.

Information obtained regarding the medical condition or medical history of any officer shall be maintained on separate forms and in separate medical files and shall be treated as a confidential record.

4. The physician selected by the City will determine if the employee is physically, mentally, or emotionally fit or unfit to return to duty, and a written explanation will be forwarded to the Chief of Police and the employee.
5. If the City physician determines that the employee is unfit for duty, the employee is subject to administrative action. The employee shall be placed on paid administrative leave or assignment, as determined appropriate by the Chief of Police, pending administrative action. The City will consider injury leave or TTD through worker's compensation if appropriate for an on the job injury. The City also may permit the employee to use accrued leave pending separation from employment.

ARTICLE 12

DRUG AND ALCOHOL TESTING

Section 1.

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

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and may also represent a threat to personal and public safety and property and the ability of employees to perform their jobs. Such behavior shall not be tolerated and the City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems.

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

B. Definitions

1. "Alcohol abuse" means the ingestion of alcohol or alcoholic beverages, on or off duty, so that the unit member is under the influence of alcohol while on duty.
2. "Illegal drug" means any drug, which is not legally obtainable, maybe legally obtainable but has not been legally obtained by the unit member, or drug that is being used in a manner or for a purpose by a member other than as prescribed by a physician.
3. "Laboratory" means the medical or clinical facility authorized by the City to perform analysis of samples collected under this Article.
4. "Legal drug" means any prescribed drug or over the counter drug, which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
5. "Medical Review Officer (MRO)" means the licensed professional or substance abuse professional, who has knowledge and training to interpret and evaluate an individual's test results together with an individual's medical history and any other relevant information, authorized by the City to perform medical review of the drug testing results.
6. "Medical facility" means the medical or clinical facility authorized by the City to perform collections of samples under this Article.

7. “Reasonable suspicion” results when there is an articulable belief based on specific objective facts and reasonable inferences drawn from those facts that a unit member is under the influence of a substance or substances, including, but not limited to, an articulable belief that results from an accident involving a member in which a work related injury to the member or another person results or property has been damaged as a direct result of the member’s use of drugs or alcohol or both.
8. “Substance abuse” means either the use of an illegal drug or alcohol abuse.
9. “Under the influence” means a person who has an alcohol concentration level of 0.04 or greater or a confirmed positive drug screening.

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

A. Alcohol.

1. Unit members are not permitted to consume alcohol within the four (4) hours just prior to beginning work;
2. Unit members are not allowed to purchase, sell, distribute or possess alcohol while at work or on duty unless such purchase, sale, distribution or possession is necessary for the performance of job duties and authorized by the Police Chief;
3. Unit members are not allowed to consume alcohol while on duty, and are not permitted to be or remain on duty while under the influence of alcohol or with the odor of alcohol on their breath, except those unit members who are on such undercover assignments that necessitate such activity and where such authority has been cleared by the Police Chief or his designee prior to consumption.
4. Unit members are prohibited from consuming alcohol immediately following any accident that occurs while at work or on duty until the employee is tested or a decision is made not to test the employee.

B. Drugs.

1. Unit members are not allowed to perform their regular duties when using any prescription drug except if the use is pursuant to the instructions of a physician who has advised the unit member that the drug does not adversely affect the unit member's ability to safely perform police duties;
2. Unit members will be required to provide a doctor’s note to their supervisor regarding a prescribed medication if the following conditions are present:
 - a. The prescription is for a Schedule I, II or III drug.

- b. The unit member intends to take the medication while on duty or within six (6) hours of reporting for a regularly scheduled duty.

The doctor's note need only state whether the prescription is Schedule I, II or III and what, if any, work restrictions exist. The note does not need to include the specific name of the medication or the condition it is prescribed to treat.

3. Unit members are not permitted to use, possess, sell, or distribute illegal drugs unless such possession, sale or distribution is necessary for the performance of job duties and authorized by the Police Chief.

Section 3. The City of Enid may require an employee to undergo drug or alcohol testing in the following circumstances: reasonable suspicion testing; post-accident testing; random testing; scheduled, periodic testing; and post-rehabilitation testing.

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

Section 4. Reasonable Suspicion Testing

- A. The City may request or require a unit member to undergo drug or alcohol testing when the City has a reasonable suspicion that the unit member has violated the City of Enid Police Department substance abuse policy, as stated in Section 2 above.

- B. Reasonable suspicion means a belief that an employee is using or has used drugs or alcohol in violation of the employer's written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty (e.g., unexplained and significant changes in an individual's observable conduct or action, repeated abusive behavior, repeated insubordination, glassy or bloodshot eyes, slurred speech, odor of alcohol and/or other drugs, unsteady gait, poor coordination or reflexes);
2. the direct observation of use of drugs or alcohol while at work or on duty;
3. a report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated;
4. evidence that a unit member has tampered with a drug or alcohol test during his employment with the City; or

5. evidence that a unit member is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the City's premises or operating the City's vehicles, machinery or equipment.
- C. The affected employee shall be given the opportunity to explain alternative reasons for the physical symptoms or articulable phenomena before any drug or alcohol testing shall be undertaken.
 - D. A written record of the observations leading to a drug or alcohol test shall be created, documenting all bases upon which testing was initiated, and signed by the individual who made such observations, and reviewed by the supervisor designated by the department.
 - E. The City shall provide a program of training to assist supervisory personnel in identifying employees with substance abuse problems. Such training will be directed toward helping supervisors recognize the conduct and behavior giving rise to a reasonable suspicion of substance abuse. Supervisors must annually attend at least one (1) hour of training on alcohol misuse and on controlled substance abuse.

Section 5. Post-Accident Testing.

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

Section 6. Random Testing.

- A. The City may request or require unit members to undergo drug and/or alcohol testing on a random selection basis.
- B. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
 1. results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected; and
 2. does not give the employer discretion to waive the selection of any employee selected under the mechanism.
- B. Unit employees shall be randomly tested at the following test rates:
 1. Fifteen (15) employees selected for drug testing per quarter.
 2. Fifteen (15) employees selected for alcohol testing per quarter.

3. An employee, already randomly selected twice within any one (1) fiscal year, shall be excluded from further random selection testing for the fiscal year.
 4. Notwithstanding subsections B.1-3, all unit members shall be subject to a second random selection pool in which 10% of unit members may be tested for drugs and/or alcohol during the fiscal year.
- D. The City shall ensure that random alcohol and controlled substances tests, conducted pursuant to this article, are unannounced.
- E. Every unit member who is selected for random drug and/or alcohol testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety sensitive function at the time of notification which will not reasonably allow his/her replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceed to the testing site as soon as possible.
- F. Generally, unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. However, in no case shall samples be demanded from unit members after forty-eight (48) hours have elapsed from the time of selection. Specimen collections shall occur as soon as possible after the beginning of the work shift to minimize opportunities for unit members' action that could invalidate or distort test results.

Section 7. Scheduled, Periodic Testing.

- A. The City may request or require a unit member to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination or is scheduled routinely for all members of an employment classification or group.

Section 8. Post-Rehabilitation Testing.

- A. The City may request or require a unit member to undergo drug and/or alcohol testing without prior notice to the unit member for a period up to two (2) years commencing with the unit member's return to work, following a confirmed positive test, or following participation in a drug or alcohol dependency treatment program under a City benefit plan or at the request of the City.
- B. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

Section 9. Substances which may be tested for (including the appropriately related metabolites).

- A. The City of Enid may only test for drugs and alcohol as defined in the Standards for Workplace drug and Alcohol Testing Act, including any controlled substances approved for

testing by rule of the State Commissioner of Health, including, but not limited to, the following substances:

1. Ethyl alcohol or ethanol (beer, liquor, etc.)
2. Cannabinoids
3. Cocaine
4. Amphetamines
5. Opiates
6. Phencyclidine
7. Hallucinogens
8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Semi-Synthetic and Synthetic narcotics
12. Designer drugs

Section 10. Testing Levels for Drugs

- A. A field screening test may, but is not required to, be used as the initial test for drugs. Any positive field screening test must be confirmed by the laboratory testing methods set out below.
- B. Urine or saliva shall be used for the initial test for all drugs. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for drugs or their metabolites:

<u>Substance</u>	<u>Test Level (ng/nl)</u>
Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate and Metabolites	2000
Semi-synthetic and Synthetic Narcotics	300
Phencyclidine	25
Amphetamines	1,000
Barbiturates	300
Benzodiazepines	300
Methaqualone	300

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

<u>Substance</u>	<u>Confirmatory Levels ng/nl)</u>
Marijuana Metabolites	15
Cocaine Metabolites	150

Opiate and Metabolites	2000
Semi-synthetic and Synthetic Narcotics	300
Phencyclidine	25
Amphetamines	500
Barbiturates	300
Benzodiazepines	300
Methaqualone	300

- D. Unit members with a presumptive positive on a field screening test for a drug listed in Section 9 shall be placed on paid Administrative Leave until the confirmation test is received by the City. If a unit member has a valid prescription from a licensed physician that will explain the presumptive positive test, the unit member may submit a letter from their physician stating that he/she has prescribed them the certain medication. If the Police Chief receives a letter from the unit member's physician, the Police Chief may return the unit member back to full duty.

Section 11. Testing Levels for Alcohol

- A. Breath or saliva will normally be used for the initial test for alcohol. Blood may be used for initial testing when an alcohol screening device, EBT, or appropriately trained breath alcohol technician is not readily available to conduct alcohol testing by breath or saliva.
1. An alcohol initial concentration test result of less than 0.02 shall be considered a negative test for alcohol.
 2. An alcohol concentration initial test result of 0.02 or greater will be considered a positive initial test for alcohol, requiring a second test for confirmation.
- B. An alcohol concentration test result between 0.02 to 0.039 from the confirmation test will result in the member being sent home for a period of not less than twenty-four (24) hours without pay.
1. Unit members whose alcohol concentration test result is less than 0.04 need not undergo evaluation by the Medical Review Officer or submit to return to duty testing.
- C. A blood alcohol concentration test result of 0.04 or greater from the confirmation test shall be considered a positive test result for alcohol.

Section 12. Drug or Alcohol Testing Methods and Documentation

- A. All collection, storage, transportation, and testing procedures shall be conducted in accordance with the rules established by the Oklahoma Board of Health and any applicable federal statutes and regulations, including, but not limited to, the following:

1. Testing facilities shall provide laboratory services that meet the qualifications established for testing facilities pursuant to Section 7 of the *Oklahoma Standards for Workplace Drug and Alcohol Testing Act* and standards of and be licensed by the State Board of Health to perform such tests.
2. All samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer.
3. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected and appropriately labeled to preclude the possibility of erroneous identification of test results.
4. The collection of samples shall be performed under reasonable and sanitary conditions.
5. A sample shall be collected in sufficient quantity (at least 60 milliliters) for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.
6. If the unit member is unable to provide 60 milliliters of urine, the employee, at the direction of the collection site person, shall drink fluids and after a reasonable time again try to provide a complete sample using a fresh collection container. The unit member has a maximum of two (2) hours in which to provide a complete sample.
7. Samples shall be collected with due regard to the privacy of the unit member being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample, except for retesting where there is reason to believe that the unit member altered or substituted the specimen provided.
8. Sample collection, storage and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
9. Sample testing shall conform to scientifically accepted, analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography-mass spectroscopy or an equivalent scientifically accepted method of equal or greater accuracy, at the cutoff levels approved by the State Board of Health.
10. A written record of the chain of custody form for each sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
11. Sample collections will be documented, including labeling of samples so as to reasonably preclude the probability of erroneous identification of test results.

12. An opportunity shall be given to the unit member to provide notification of any information which the unit member considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.
13. An employee who is found to have a positive drug test may request that the split sample be sent for a retest. Such testing facility shall also meet the standards set forth in this article.

Section 13. Confidentiality of testing results and records

- A. The City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records.
- B. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in administrative actions taken by the employer.
- C. The records described in paragraph A of Section 13 and maintained by the City shall be the property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.
- D. The City shall not release such records to any person other than the unit member or the City's medical review officer, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to a valid court order.
- E. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from a unit member for the purpose of testing for the presence of drugs or alcohol, any information relating to:
 1. the general health, pregnancy or other physical or mental condition of the unit member; or
 2. the presence of any drug other than the drug or its metabolites that the City requested to be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member; provided, however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.
- F. If the test result is negative, the MRO shall only inform the City that the test was negative, without disclosing any other information.

Section 14. Costs

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

Section 15. Refusal to undergo testing, tampering with sample

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

Section 16. Testing Procedure

- A. When the City deems it appropriate for a unit member to be required to undergo drug and alcohol testing, the unit member shall be escorted by the supervisor designated by the City to the City's designated testing facility for testing.

Section 17. Policy Posting procedures

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

Section 18. Disciplinary Action

- A. Any confirmed positive test result of 0.04 or higher alcohol concentration or any positive test result for drugs may result in discipline up to and including termination.
- B. Repeated test results for alcohol between 0.02 and 0.039 may result in discipline up to and including termination.
- C. Unit members who are requested to undergo drug or alcohol testing shall have the opportunity to self refer into the employee assistance program. However, such self-

referral will not result in the unit member avoiding discipline, up to and including termination.

Section 19. Employer Assistance Program ("EAP")

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

Section 20. Appeal Procedure and Remedies

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

Section 21. Consent

- A. Unit members recognize and acknowledge that their consent for sample collection to determine the presence of alcohol and/or drugs is implicit in accordance with this policy.
- B. Unit members recognize and acknowledge that the designated collection site and/or testing facility may conduct appropriate initial screening tests and confirmation tests on blood, breath and/or urine samples when requested by the City in accordance with this policy. Unit members agree they will sign appropriate requisition/authorization form(s) provided by the collection site and/or testing facility, when necessary, to facilitate the collection of a test sample.
- C. Unit members authorize the designated testing facility to release test results to the City's Medical Review Officer ("MRO").
- D. Employees acknowledge that refusal to undergo testing according to the terms of this article shall cause them to be subject to discipline, up to and including termination.

ARTICLE 13

MINIMUM SHIFT STAFFING

Section 1.

- A. Minimum shift staffing for each patrol shift shall be:

1. Five (5) patrol officers for the patrol zones of the City.
2. One (1) officer or civilian as a dispatcher.
3. One (1) police supervisor (Sergeant, or Lieutenant in emergency situations and not on a routine basis).

B. Minimum shift staffing for each traffic shift shall be:

1. Two (2) traffic officers – one for the East sector of the City and one for the West sector of the City.

C. Minimum Staffing Vacancies and Call Back

1. If the traffic shift exceeds minimum staffing and the patrol shift falls below minimum staffing, an officer on duty on the traffic shift will be used to function on the patrol shift in lieu of calling an officer in and vice versa.
2. On duty CPOs and DARE officers may be used to maintain minimum staffing.
3. If two (2) or more sergeants are on duty in the Uniform Services Division and the shift falls below minimum staffing, they may be used to maintain minimum staffing. ~~A sergeant should not place himself/herself in a situation that would render them unavailable.~~
4. When officers have to be called back, the Enid Police Department Minimum Staffing/Call-back Policy will be followed.
5. When an off-duty officer is contacted to report for work to fill a vacancy, the officer may decline to report if eight (8) hours have not passed since the officer's last worked shift. Otherwise, the officer is required to report for work.

D. Minimum Unit Staffing for the Investigative Services Division (Detectives)

1. A minimum of five (5) detective patrolmen shall be assigned to this division.
2. A minimum of two (2) detective sergeants shall be assigned to this division.
3. The above minimum staffing requirements for the Investigative Services Division shall not include the Narcotics Section. The personnel strength of the Narcotics Sections shall be determined by the Chief.

ARTICLE 14

BULLETIN BOARDS

Section 1. The City agrees to provide reasonable space in the Police Department muster room, not to interfere with the normal operations of the Police Department, for a bulletin board for the posting of Lodge information notices. The Lodge, if it chooses to accept the privilege of having a bulletin board in the police station, must provide its own bulletin board at its cost. The size and type of bulletin board must be approved by the Police Chief.

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

Section 3. Notices shall be provided to the Police Chief for review and approval prior to posting by the Lodge except notices concerning Lodge meetings, which need not be reviewed and approved by the Chief. All notices should be removed within ten (10) days of posting, or the passing of the event referenced in the notice, whichever date first occurs.

Section 4. The Police Chief has the right to immediately remove any notice which is not in conformity with the provisions of this Article, or which was posted without prior approval of the Police Chief.

ARTICLE 15

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Enid Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement.

ARTICLE 16

UNIFORMS

Section 1. Instead of separate clothing and cleaning allowances provided in the collective bargaining agreement for fiscal year 1998-99, the City and the Lodge agree that the amounts the City would pay for a clothing allowance (one thousand four hundred dollars (\$1,400.00) per year per non-probationary employee) and a cleaning allowance (six hundred dollars (\$600.00) per year per employee, whether probationary or non-probationary) will be added to employees' base annual pay, beginning in fiscal year 1999-2000. Employees shall no longer be paid any separate uniform allowances. Employees shall remain responsible for the repair, replacement and purchase, cleaning and upkeep of their work clothes. However, each non-probationary employee will receive an annual credit payment of one hundred and fiftythree hundred dollars (\$~~150~~300.00) for purchase of new uniforms and related duty equipment. This credit is not to will be paid to the employee on the

~~first paycheck of each new fiscal year, nor can it be rolled over from year to year. Credits may be used with a thirty (30) day time period scheduled annually by the Chief of Police.~~

Section 2. Unit members may search the inventory of used uniform items maintained by the Police Department in an effort to replace uniform items damaged or destroyed in the course of their duties.

Section 3. All unit members shall be required to maintain the amount and type of work clothes, whether uniform or non-uniform, specified in the Enid Police Department Policy and Procedure Manual. Unit members may wear nylon web gear of a type and quality determined by the Chief. Leather web gear must be worn for parades, funerals, and other dress functions as determined by the Chief. Unit members must wear either all leather or all nylon web gear at one time, i.e. no mixing of web gear.

Section 4. Uniforms of New Hires

A. The City will provide the following items to each newly-hired officer:

- three short sleeve uniform shirts
- three long sleeve uniform shirts
- three uniform pants
- one hat
- one three-in-one jacket, or one lined windbreaker and one winter coat
- two pair of handcuffs
- one standard semi-automatic handgun as designated by the Police Chief, (except for officers who opt to carry a department approved personally owned firearm) upon completion of the officer's probationary period the firearm will be returned to the department
- one protective vest
- all required name tags, collar brass, tie and department patches
- two leather handcuff cases
- one leather latex glove case
- one leather duty belt
- one underbelt
- one leather standard issue firearm holster
- one leather OC spray case.

B. Newly-hired officers are responsible for the purchase of the remainder of their uniform items and other police gear.

Section 5. Uniform Turn-In

A. Officers who terminate their employment with the Police Department will turn in uniforms and equipment purchased with City funds no later than the receipt of their final pay.

Uniforms and equipment will be cleaned by the officer prior to turn in. Uniforms turned in may be used as specified in Sections 1 and 4.

- B. Retiring officers may retain one complete uniform, including badges and brass name plate.

Section 6. Hats and/or Helmets

- A. Officers may wear officially-authorized hats or helmets at their option, provided that the uniform dress hat or official helmet shall be worn when participating in flag-draped funeral escort, police funeral or at other times designated by the Police Chief.

ARTICLE 17

HEALTH INSURANCE

Section 1. Health insurance, including any dental coverage, will be provided by the City, to the extent practicable. The City retains the right to determine the health insurance coverage, including dental coverage, offered employees, and revise such coverage and premium amounts in the interests of the City as a whole. In the event that the City desires to modify, alter or change health insurance plans or benefits, coverage or premiums under the health insurance plan offered to employees, at any time during the fiscal year, the union may elect to reopen negotiations on this article only.

Section 2. At the time of enrollment for health care, any member of the bargaining unit may opt out of the City health insurance plan if that member can show proof of major medical coverage on a spouse's group plan. Once the member has opted out, that member can only opt in during the subsequent enrollment period for health care the following year unless that member can establish loss of coverage through a life circumstance as defined in the City's health insurance plan.

ARTICLE 18

INVESTIGATIONS OF POLICE OFFICERS

Section 1. This article is designed to establish a formal guideline for handling investigations of complaints against Officers.

Section 2. Officers shall not be subject to disciplinary action by the department unless just cause is shown and their actions constitute one of the following:

- A. A violation of local ordinance, state or federal law.

- B. Incompetence-lack of physical or intellectual ability to perform a task related to one's duties.
- C. A violation of written City of Enid, Enid Police Department, or Police Civil Service Charter provision, rules, regulations, policies, procedures or written and verbal orders from a supervisor or of the department.
- D. Nonfeasance -a failure to act when under an obligation to do so.

Section 3. Supervisors must make decisions necessary for the effective execution of their responsibilities and will be held accountable for the supervision of subordinates. Supervisors observing or having knowledge of minor Officer misconduct shall take corrective action as soon as practical. This corrective action may include training, counseling, or discipline up to a written reprimand. Depending on the situation, it may only be necessary to provide additional training to correct the problem. Training may be required in conjunction with counseling or discipline. Corrective action as outlined in this section is not to be considered an investigation and a complaint on an officer form need not be completed. Documentation of the incident and supervisor's action shall be completed and placed into the Officer's division level file for future reference.

Section 4. Recognized discipline shall include documented verbal reprimand, written reprimand, suspension, demotion, termination, or other action imposed by the Police Civil Service Commission as outlined by Charter. When an Officer is under investigation for any reason that could result in disciplinary action, such investigation shall be conducted under the following conditions:

- A. The Officer under investigation shall have the right to F.O.P. representation or legal counsel during all conferences, interview sessions, meetings, and hearings with investigators or superiors.
- B. Preliminary discussions with Officers shall be limited to giving notice of the complaint received. Preliminary discussions do not include questioning, or requiring oral or written documentation about the complaint.
- C. The Employer shall not discipline, discriminate, or take any adverse action because an Officer exercises the right of representation or other rights granted by this Agreement, or by virtue of law.
- D. No interview of an accused Officer will be commenced until the Officer has been informed of the nature of the investigation and is allowed to review the complaint and complainant's statement.
- E. After receipt of the above information, the Officer shall be given the opportunity and time to consult with the representative prior to any questioning or interview sessions with investigators or superiors.

- F. The Officer shall not be compelled to answer questions or make any statement concerning an administrative investigation without first being given a Garrity Warning form by the investigator.
- G. Interviews shall be limited to questions which relate to the allegations contained in the notice of investigations.
- H. Any interview will be conducted at a reasonable hour, preferably during the Officer's duty hours.
- I. Interview sessions shall be for reasonable time periods. Break and rest periods will be allowed as reasonably necessary.
- J. The Officer under investigation shall not be subjected to repetitive questioning intended to confuse or entrap. The Officer will not be subjected to offensive language, or threatened with dismissal, transfer, or other disciplinary action. No promise or reward shall be made as inducement to answer any questions.

Section 5. At the conclusion of an administrative investigation, the Officer will be allowed to review the Investigator's Summary and Recommendation.

COMPLAINTS ON OFFICERS

Section 1. These procedures shall be used when complaints are made against any Officer by any person who makes allegations which if sustained, could result in disciplinary action. Internal and external complaints will be handled in the same way.

- A. Any officer receiving a complaint regarding an Officer's actions shall refer the complaint to a Supervisor. Efforts will be made to resolve complaints at the lowest supervisory level possible. If the nature of the complaint is beyond the scope of the first-line Supervisor, or if the initial attempt to resolve the complaint is unsuccessful, the following procedures will be followed:
- B. The Supervisor shall document the complaint, whether it is made verbally or in writing, on the Complaint on Officer Form. The complainant's identity will be documented, and if possible, verified. An attempt shall be made to obtain a written or taped statement from the complainant. A copy of the complaint will be forwarded to the Division Commander to serve as notification. The Division Commander will forward a copy of the complaint to the Administrative Services Captain to be assigned an administrative number for tracking purposes.
- C. Anonymous minor complaints and those minor complaints where the Complainant's identification cannot be verified, shall be labeled unverified and filed at shift level. The Officer will be verbally informed of anonymous complaints made against him.

- D. Once a complaint is documented the Supervisor shall determine the seriousness of the allegation and whether the complaint is to be investigated as a minor or serious incident. If the Supervisor is unsure of the seriousness of the complaint he shall consult with his ranking Supervisor(s).

Section 2. Investigation of minor complaints shall begin once a Supervisor determines the complaint is minor in nature.

- A. Once an investigation into a minor allegation has begun the supervisor conducting the investigation will verbally notify the Officer under investigation in a timely manner. The investigator will inform the Officer this is an administrative investigation, the nature of the allegations, and will document the notification. If notification would hamper or impede an investigation, then notice may be delayed or postponed. When notification will no longer hamper or impede an investigation, the Officer shall be notified of the investigation as stated above as soon as practicable.
- B. A copy of the written complaint and the complainant's statement shall be made available to the Officer for review prior to any questioning.
- C. An Officer who is the subject of a complaint shall be prohibited from contacting the complainant or any person with direct knowledge of the complaint with the intent to discourage the complainant from following through with the complaint, or to affect the outcome of the investigation.
- D. Interviews conducted with Officers in reference to minor complaints do not need to be tape recorded. The investigator will be granted the discretion to record or not record the interviews when conducting an investigation of minor allegations. Officers wishing to record the interview may do so.
- E. Any allegation of misconduct against an Officer that cannot be immediately resolved by the first line Supervisors will be forwarded through the chain of command to the Division Captain in writing. The complaint may, at the Captains discretion, be assigned to a Sergeant or above, for further investigation. Minor complaints that require an investigation will be brought to a successful conclusion within 21 calendar days from the date that the complaint is received, unless granted an extension by the Division Commander. If an extension is granted, the Division Commander will also notify the officer being investigated in writing or by electronic mail. Upon the conclusion of an investigation in which the complaint is sustained, the Supervisor shall consult with his superior concerning the proper discipline to be imposed. In cases where no further investigation appears to be necessary, and a Supervisor has forwarded in writing a recommendation for action to be taken, the Captain shall respond in writing within 21 calendar days, both to the Supervisor and Officer as to the action to be taken.
- F. If a complainant expresses the desire to withdraw his/her complaint, he/she will be required to sign a statement so the case can be closed. If a complainant refuses to sign

such a waiver the investigating officer, at his discretion, may find the complaint unfounded.

G. The following are actions available for any Supervisor to impose for sustained minor complaints:

1. **Non-Disciplinary Counseling and/or Training:** The purpose of counseling and/or training is to allow the Supervisor to bring the officer's attention to the need to improve his/her work performance, work habits, or behavior and to serve as a warning against further unsatisfactory conduct. The Supervisor should use these actions to identify and define in writing the performance area needing improvement and inform the officer as to how improvement can be realistically achieved. Non-disciplinary documentation will be filed in the Administrative Assistant's office. Non-disciplinary documentation shall be disposed of after three (3) years.
2. **Documented Verbal Reprimand:** Any Supervisor may issue a documented verbal reprimand to an officer. A verbal reprimand is best suited for minor rule infractions or incidents of substandard performance. This would be recorded on an Occurrence Report marked Verbal Reprimand. Verbal Reprimands will include the date issued, the name of the Officer being reprimanded, a written narrative of the violation including the date of occurrence, and the specific department policy, procedure, rule or regulation violated. A section will be provided for the Officer to make comments concerning the reprimand. The reprimand will be forwarded to the Chief's Administrative Assistant for review, approval, and signature. Verbal Reprimands will be placed in the Officer's performance file.
3. **Written Reprimand.** Any Supervisor may issue a written reprimand to an officer. This would be recorded on an Occurrence Report marked Written Reprimand. Written Reprimands will include the date issued, the name of the Officer being reprimanded, a written narrative of the violation including the date of occurrence, and the specific department policy, procedure, rule or regulation violated. A section will be provided for the Officer to make comments concerning the reprimand. The reprimand will be forwarded to the Chief for review, approval, and signature. Written Reprimands will be placed in the Officer's performance file maintained in the office of the Chief of Police.
 - a. Any officer who has received a written reprimand may have the action reviewed by The Division Commander by filing a disciplinary review request with their supervisor within two days of receipt of the reprimand.
 - b. If for any reason the officer is not satisfied by the outcome of their review with the Division Commander the officer may have the action reviewed by The Chief of Police by filing the disciplinary review request with the Division Commander.

- c. Upon receiving the request, the Division Commander, Chief of Police or his designee may set a date for the review to be heard. This date will be no less than three working days after receipt of the request. After receiving the request for review, the Chief will notify the Officer in writing or by electronic mail of his decision to grant the request or deny the request for review within ten (10) calendar days. The review will consist of an informal hearing with the officer and the supervisor issuing the written reprimand.

H. A Supervisor's failure to document a complaint will not prevent the Chief of Police from investigating the matter when it comes to his attention.

Section 3. Disposition of Complaints. Nothing in this provision will prevent the suspension with pay, or reassignment, of such Officer pending disposition of such charges. Upon conclusion of any investigation into a complaint the results will be forwarded to the Division Captain. He may elect to take no action or take disciplinary action as may be appropriate. Written notification of the result of the investigation shall be provided to the Officer within fifteen (15) calendar days from the date the results are made available to the Captain. Should an Officer be disciplined, transferred, or reassigned as a result of the investigation, the Officer, shall be notified in writing as to the action being taken.

PROFESSIONAL STANDARDS INVESTIGATIONS

Section 1. The purpose of this section is to establish a policy for conducting Professional Standards Investigations on Police Officers for alleged serious misconduct and/or alleged criminal activity.

Section 2. If at any time the Chief of Police believes that a criminal violation may exist, the Chief may assign the matter for criminal investigation.

- A. The Chief may designate any Lieutenant or Captain of the department to conduct the criminal investigation, or may request another law enforcement agency to conduct the investigation.
- B. Upon completion of a criminal investigation, a review of the investigation will be conducted by the Chief or his designee.
- C. A criminal investigation will be considered concluded when the criminal investigator has submitted his findings to a prosecutor for consideration of charges. If an administrative investigation is deemed appropriate, it will be assigned for investigation.
- D. The Chief of Police will not be prevented from initiating an administrative investigation while a criminal investigation is in progress if deemed necessary.

- E. If the criminal and administrative investigations are to be completed by department personnel, the Chief will not assign the same person to perform both investigations.
- F. During any criminal investigation in which an officer is the subject, that officer has all the rights prescribed by law and by both the Oklahoma and United States Constitutions.
- G. As a general rule, these investigations are to be completed within 30 calendar days if conducted by department personnel. Any exception to the 30 day limit must be requested from and approved by the Chief of Police. If the Chief grants an exception, the Officer being investigated will also be notified in writing or by electronic mail.

Section 3. Procedures for Professional Standards investigations.

- A. Upon receipt by the Administrative Services Captain of a Complaint on Officer form, it will be logged, and after review by the Chief of Police assigned for investigation.
- B. An officer under investigation will be notified in writing as to the type of investigation, criminal or administrative, the name of the investigator assigned, and the allegations made against the officer.
- C. If, after consultation with the Chief of Police it is decided that notifications would hamper or impede an investigation, then the notice may not be given. When notification will no longer hamper or impede an investigation, the employee shall be notified of the investigation as stated above as soon as practicable.
- D. A minor complaint may be ordered stopped at any time and assigned as a Professional Standards investigation.
- E. During Professional Standards investigations, all interviews will be recorded, and any interruptions will be noted.
- F. As a general rule, these investigations are to be completed within thirty (30) calendar days. Any exception to the thirty (30) day limit must be requested from and approved by the Chief of Police or Administrative Services Captain. If the Chief grants an exception, the Officer being investigated will also be notified in writing or by electronic mail.
- G. When a Professional Standards investigation is completed, the investigative report will be given to the Administrative Services Captain who will review each investigation to insure an appropriate investigation was conducted. The Chief of Police will review all completed Professional Standards Investigations.
- H. Upon completion of the Professional Standards Investigation, Officers will receive written notification regarding the disposition of the investigation within sixty (60) calendar days from the Chief of Police or Administrative Services Captain.

INVESTIGATIVE REPORT

Section 1. The purpose of this section is to establish a policy for completing the post investigation report by the investigating Officer. Upon the conclusion of an investigation whether the complaint is minor in nature or serious, the investigator will write a summary.

Section 2. A summary will include a notation of whether or not the complaint is:

1. Sustained - Evidence sufficient to prove allegation.
2. Not Sustained - Insufficient evidence to either prove or disprove the allegations.
3. Exonerated - Incident occurred but was lawful and proper.
4. Unfounded - Allegation is false or not factual.
5. Policy Failure - Flaw in policy caused by incident.

Section 3. The investigators summary will also include the information used to support the findings.

OFFICERS DUTIES AND RIGHTS DURING INVESTIGATIONS

Section 1. Criminal Investigation:

- A. Prior to an interview concerning alleged criminal misconduct, the officer under investigation shall be read the Miranda Warning. The provisions of Miranda will be adhered to throughout the interview.
- B. During any criminal investigation in which an officer is the subject, that officer has all the rights prescribed by law and by both the Oklahoma and United States Constitution.

Section 2. Administrative Investigation:

- A. Officers who are ordered must answer questions and/or make written statements or reports during Administrative Investigations.
- B. Failure to obey the order to cooperate with administrative investigations may result in separate disciplinary action which may include termination.
- C. Officers being question concerning an administrative investigation will be provided their "Garrity Rights" and/or "Spevak Warning" for signature. (See Attachment A & B)
 1. No employee can be disciplined for refusal (on Fifth Amendment grounds) to make a statement or prepare a report unless they have been given the Garrity admonition by a supervisor.

2. An employee can be disciplined for refusal to make a statement or prepare a report (even without a Garrity admonition) unless it was reasonable to believe the statement or report would implicate the employee in a violation of law.

SPECIAL EXAMINATIONS OF OFFICERS

Section 1. Officer Requested Examinations. An Officer under investigation may request an intoxicilyzer, blood, urine, medical, psychological, or polygraph examination if it is believed that such examination may be beneficial to his or her defense.

Section 2. The department may order special examinations per Enid Police Department Policies and procedures:

1. An on duty supervisor is required to direct an officer to submit to such examinations as are detailed in policy and procedures as it regards to drug and alcohol testing.
2. If an identification lineup, live or photo, is solely for administrative purposes, an officer can be required to participate in a lineup.
3. Property belonging to the Enid Police Department (to include vehicles, desks, files, and storage lockers) are subject to inspection when the supervisor has reasonable suspicion that evidence of work related misconduct will be found.
4. In the event that a polygraph is ordered by the department for an officer, the complainant, when appropriate, must first submit to a polygraph.

ADMINISTRATIVE ACTION

Section 1. The Chief of Police may place an officer under investigation on administrative suspension with pay until a disposition of the case is made. An administrative suspension may include assignment to non-enforcement duties in the police department at the discretion of the Chief of Police.

1. An officer placed on Administrative Suspension may be ordered to turn in their badge, police identification card, and any other police department property as deemed appropriate by the Chief of Police.
2. Administrative Suspension relieves the officer under investigation of any police powers.
3. The officer will remain on Administrative Suspension until returned to duty by the Chief of Police.
4. The Chief of Police may transfer an Officer under investigation to resolve conflicts, caused by the investigation, or which are a result of the issue that is under investigation, in order to maintain harmony and good order among employees. Transfers of this nature are not a disciplinary action.

Section 2. A Captain may place an officer on Administrative Suspension with pay if necessary, and only until the matter for which the officer is placed on suspension can be reviewed by the Chief of Police or his designee. Examples of when a Captain may place an officer on Administrative Suspension with pay would be in cases of serious conflicts creating disharmony among officers or a shift, if the officer is under the influence of alcohol or drugs (per Drug and Alcohol Testing Policy), or in the event an officer is of a state of mind that he is unable to perform assignments proficiently or safely.

MODIFICATIONS TO THIS ARTICLE

Section 1. In the Fiscal Year 2010-2011 Agreement, the City and the Lodge mutually recognized that a formal guideline for the handling of investigations and discipline of Officers is of paramount importance. Therefore, the parties agreed as follows:

- A. The Lodge and the Police Chief will appoint members to a committee to work out a proposal for changes to this Article.
- B. Such proposal shall be finalized within six (6) months of the execution of this contract.
- C. Upon completion, such proposal shall be incorporated into this Agreement by Memorandum of Agreement.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. The Lodge or any employee covered under this Agreement may file a grievance with the City within fifteen (15) calendar days of the date of an alleged violation of this Agreement. If the Lodge or any employee covered under this Agreement asks for a review of action taken by the Chief of Police, then the fifteen (15) calendar days shall not start until the completion or denial of the request for review.

Section 2. Any dispute between the City and the Lodge or any employee concerning the interpretation or application of any provisions of this Agreement over any of the terms or conditions of employment contained in this Agreement shall be adjusted as set forth below.

Grievances by individual unit members will be initiated in writing at Step 1. Grievances filed by the Lodge will be initiated in writing at Step 1, except that a grievance filed by the Lodge shall be submitted to the Administrative Services Captain within fifteen (15) calendar days of the date of an alleged violation, Chief's review, or denial of request of review of this Agreement.

Step 1

- A. A grievance filed by an individual unit member shall be filed in writing with the employee's lieutenant for consideration. The individual unit member also will provide

copies of the grievance to the Lodge. The employee's lieutenant shall provide a copy of the grievance to the Administrative Services Captain.

- B. The lieutenant shall submit his answer, in writing, to the employee within ten (10) calendar days of receipt of the grievance. The grievance shall be considered settled unless the employee submits the written grievance to his captain within ten (10) days from receipt of the lieutenant's answer. The captain shall submit his answer in writing to the employee within ten (10) calendar days of receipt of the grievance.
- C. Where a Lodge grievance is filed, the Administrative Services Captain shall submit his answer, in writing, to the Lodge within ten (10) calendar days of his receipt of the Lodge grievance.

Step 2

- A. The grievance shall be considered settled unless the employee submits the written grievance to the Police Chief within ten (10) calendar days from receipt of the captain's answer.
- B. Where a Lodge grievance is concerned, the Lodge grievance shall be considered settled unless the Lodge submits the written grievance to the Police Chief within ten (10) calendar days from receipt of the Administrative Services Captain's written answer.
- C. The Police Chief shall have fifteen (15) calendar days in which to submit his answer in writing to the employee, or to the Lodge if the grievance was filed by the Lodge.

Step 3

- A. If the Police Chief's answer does not settle the grievance, then the party pursuing the grievance may request mediation or arbitration as set forth in Section 3, except that in disputes regarding discipline to be imposed by the PCSC pursuant to the City's Charter the grievant must first submit to the hearing before the PCSC before the grievant may proceed with arbitration under Section 3.
- B. If after a PCSC hearing and determination relating to discipline the individual disciplined desires review of the PCSC determination via arbitration under this Agreement, the individual may, within ten (10) calendar days of the PCSC determination, submit his grievance to the Police Chief and request arbitration of the grievance, without the necessity of filing a grievance with the Administrative Services Captain and processing the grievance for a response from the Administrative Services Captain and the Chief. Such grievance and request for arbitration will enter the grievance process at Section 3.B.

Section 3. Within ten (10) calendar days of the Police Chief's answer, the grievant may request mediation or arbitration as specified below.

- A. If mediation is requested, the grievant shall notify the Federal Mediation and Conciliation Service. The parties will then meet with a federal mediator in an effort to resolve the

grievance. The mediation will be held as quickly as possible taking into consideration the schedules of the parties and the mediator. If the grievance remains unresolved after the mediation, the grievant may then request arbitration in accordance with subparagraph (b). Such a request for arbitration must be made within five (5) calendar days of the date the mediation is concluded.

- B. If arbitration is requested, the grievant shall request in writing a list of seven (7) arbitrators from the FMCS within ten (10) calendar days of the Police Chief's answer. Such request for arbitration shall be for a list of arbitrators from the region in which Oklahoma is placed by the FMCS. The grievant must promptly provide the City with a copy of its request for a list of arbitrators. The FMCS charge for providing the list of arbitrators will be split equally between the parties.
- C. Within twenty (20) calendar days after the request for a list of arbitrators by the FMCS by the grievant, both the grievant and the City shall name arbitrators to serve as their interest arbitrators, and notify each other in writing of their selections.
- D. Within twenty (20) calendar days from the receipt of the list of arbitrators, the grievant and the City shall confer and alternately strike names until one arbitrator remains, who shall be selected as the arbitrator. The grievant shall strike first on all grievances.
- E. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and notification to the arbitrator of his selection, the date for arbitration shall be set in consultation with the arbitrator, and taking into consideration the schedules of the arbitrator, the parties hereto and any employee involved.

Section 4.

- A. Within thirty (30) calendar days, if possible, after the conclusion of the hearing and submission of post-hearing briefs, the Board shall issue a written opinion and decision with respect to the issue or issues presented. A copy of the decision shall be mailed or delivered to the grievant and the City.

Section 5.

- A. The arbitration hearing shall be informal. The parties shall have the right to cross-examine all witnesses, be represented by counsel, present evidence and argument, and submit briefs.
- B. The Board shall have the right to apply or not apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence, and be the final authority as to the admissibility of evidence.

Section 6.

- A. With respect to the interpretation or application of the provisions of this Agreement, the decisions and opinion of the Board shall be final and binding upon the parties to this Agreement. The decisions and opinions of the Board must be consistent with state and federal law.
- B. The Board's authority shall be limited to the interpretation and application of the terms of this Agreement or any supplement thereto. The Board shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. Nor shall the Board have any authority to substitute its discretion in areas in which the City retains discretion under this Agreement.
- C. The Board shall only consider the specific issue or issues submitted to it by the parties and shall have no authority to make any decision on any issue not so submitted.

Section 7. The cost of the impartial arbitrator shall be split equally between the parties. If a transcript of the proceedings is requested, then the party so requesting a transcript shall pay for it. The cost of the grievant's interest arbitrator shall be borne solely by the grievant. The cost of the City's interest arbitrator shall be borne solely by the City.

Section 8. All time limits in this Article may be extended or reduced by mutual agreement, in writing, but if not so extended, shall be strictly observed. If the grievant fails to pursue any grievance within the time limits provided, the grievance will be resolved in favor of the City. If a time limit is not observed by the City, the grievance is deemed denied and the grievant may proceed to the next step if it desires.

- A. In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins shall not be included. The last day of the period so computed shall be included, unless it falls on a Saturday, Sunday or designated City holiday, in which event the period shall continue until the end of the next day which is not one of the aforementioned days.

Section 9. All disputes which are subject to determination by the Enid Police Civil Service Commission pursuant to the City Charter shall be submitted to the Police Civil Service Commission, as provided in the City Charter before any grievant may request that the dispute be submitted to arbitration.

- A. If the grievant elects to pursue arbitration pursuant to this article after a hearing before the PCSC, the grievant waives any right the grievant may have under the City Charter to review of a PCSC decision in district court.
- B. If the grievant elects to pursue review in district court of a PCSC decision, the grievant waives any right the grievant may have under this article to review of a PCSC decision via arbitration.

Section 10. Settlement of grievances prior to Step 2 of this Article cannot change the policy or procedure of the Police Department, without the express written consent of the Police Chief.

ARTICLE 20

SUCCESSORS AND ASSIGNS

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

ARTICLE 21

CESSATION CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the full exercise of such rights and opportunities are set forth in this Agreement. The City and the Lodge, for the duration of this Agreement, agree that the other shall not be obligated to further bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 22

SAVINGS CLAUSE

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

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

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

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

ARTICLE 23

PERFORMANCE FILES

Section 1. A unit member may review his or her performance file under the supervision of the Police Chief or his designee at a reasonable time.

- A. If a unit member wishes to review his or her performance file, the unit member must make such a request in writing in advance to schedule the time at which the unit member will be permitted to review his or her performance file.

Section 2. It is agreed that the City will notify the affected employee of any disciplinary or counseling material that the City places in the employee's performance file.

ARTICLE 24

UNION BUSINESS

Section 1. Leave for union business.

- A. The Lodge is granted one hundred sixty (160) hours off per fiscal year for members of the Lodge executive committee, which consists of the President, Vice President, Secretary and Treasurer of the Lodge, or such members' designees, for FOP Business Leave. FOP Business Leave shall be used for attendance of conferences, conventions, seminars, workshops, preparation of grievances, and preparation for and participation in arbitrations.
- B. Written request for FOP Business Leave shall be forwarded to the Police Chief at least five (5) business days in advance for his approval. The written request must state the reason for the FOP Business Leave. The Police Chief may disapprove leave for Lodge business if such leave would negatively affect the operations of the department.
- C. The members of the Lodge's negotiating team, not to exceed five (5), shall be allowed to attend negotiation sessions for an agreement for the succeeding fiscal year while on duty, subject to call at all times.
- D. Leave for union business shall not be considered as overtime for FLSA purposes.
- E. The Chief will make and keep all records of FOP business leave. A copy of such records shall be made available to the FOP upon five (5) calendar days written request by the FOP executive committee to the Chief.
- F. If a specific number of unit members are called upon to represent the Lodge in a joint committee with the department, such as would be necessary to develop policies or contract articles agreed to develop during negotiations, the member will be reimbursed for time spent in such committee by having the equal amount of time placed in their compensatory time

bank. This section does not apply to unit members who are on duty during any such committee meeting(s). This will only apply to unit members holding the office of President, Vice President, 2nd Vice President or Secretary. Time spent in any such committee meeting(s) shall not count as time worked.

Section 2. Union meetings.

- A. A unit member who is on duty when a Union meeting is held may attend the Union meeting on his break, if permitted by his supervisor and the operations of the department permit. A unit member on duty is subject to call even while attending a Union meeting.

Section 3. Union dues deduction.

- A. The City agrees to deduct regular monthly Union dues from the pay of those employees who are members of the Union. The City currently has paydays every fourteen (14) days. The deduction shall be made on the first (1st) and second (2nd) paydays of each month from each interested employee's paycheck in the amount certified to be current by the treasurer of the Union. Each payday in which dues are deducted shall represent fifty percent (50%) of the total monthly dues. No deductions shall be made when the pay of the unit member is not sufficient to cover the amount deducted. Dues deductions shall be made only after all other deductions from unit members' pay are made.
- B. Each unit member desiring Union dues deductions to be made from his paycheck shall sign an authorization letter, provided by the Lodge in advance of any deductions being made. The authorization letter shall state the amount of the dues deductions authorized by the unit member, and be signed by the unit member. A copy of each unit member's authorization letter will be provided to the City. The payroll deduction of dues can be canceled by individual unit members at any time upon written notification to the City. The City will provide the Lodge a copy of the notification revoking the dues deduction authorization.
- C. The City will deduct only authorized Union dues from unit members' paychecks, and shall not deduct special assessments, fines or any other deductions, absent a court order. In the event of an increase or decrease in Union dues, the Lodge president will give the City thirty (30) calendar days notice of such change to allow the City time to make the necessary changes to withhold the appropriate amount for Union dues, and provide the City with new authorization letters from each unit member reflecting the new amount authorized to be withheld by the unit member.
- D. A check for the total deductions will be picked up by the Lodge treasurer or the Lodge president, and signed for no later than fifteen (15) calendar days after the deduction is made. The City will provide a listing showing the unit members' names and deduction amounts at time of payment.
- E. All deductions will be for the month in which they are taken. Any deductions refundable at the time of the unit member's separation from employment with the City will be refunded by the Union.

- F. The City shall have no responsibility for any errors in dues payroll deductions. In case of an error or improper deduction by the City, adjustment of such will be made by the Lodge with the employee affected. The Lodge shall indemnify, defend and hold the City harmless against any and all claims, demands or charges made and against any and all suits instituted against the City related to payroll deductions of Union dues.

Section 4. Union Mail Box.

The City agrees to provide reasonable space in the break room of the Police Department for a locking mailbox to be mounted on the wall. The Executive Board of the Lodge will control the key to the mailbox. The mailbox will be used only for Lodge business.

ARTICLE 25

MANAGEMENT - LABOR COMMITTEE

Section 1. The City and the Lodge agree to meet at least quarterly and no more often than monthly to discuss operations of the Police Department. A Management - Labor Committee shall be comprised of the Police Chief and one management designee, and the Lodge president and one Lodge designee. The Committee shall meet at a time mutually agreeable to Committee members. Meetings may be called by either side.

Section 2. The Committee is intended to encourage more communication between the parties. The Committee may discuss any matters relating to the operation of the Police Department, including how the sides may work together for the productive utilization of personnel and equipment to best secure for the citizens of Enid the maximum productivity for their tax dollars.

Section 3. The Committee has no authority to take any action as to the operation of the Police Department. Nor does the Committee have any authority to restrict, limit or impair any management rights of the City.

Section 4. The Chief may consider any recommendations by the Lodge in the Management-Labor Committee meetings, but is not required to adopt such recommendations. The Chief retains all rights, privileges and responsibilities for the operation of the Police Department.

ARTICLE 26

PERSONAL PROPERTY

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

Section 2.

- A. A unit member shall be required to notify the Police chief or his designee, in writing, of a claim for repair or replacement of personal property within 10 days of the damage or destruction of the unit member's eyeglasses, contact lenses or dentures. A unit member shall be required to provide the City with a written estimate of repair or replacement of the items damaged or destroyed. A unit member shall also be required to provide a receipt for the purchase of replacement personal property if the City agrees to replacement of the item. The City may require a unit member to provide additional verification to determine the validity of the claim.
- B. The City shall have the right to approve or disapprove of any repair, replacement or reimbursement of personal property in the City's discretion. The City shall only be responsible for paying for repairs or replacements it approves.

Section 3. The maximum amount payable for any and all items damaged in a single occurrence shall be \$300.00 for prescription eye glasses, contact lenses and dentures, \$50.00 for watches, and \$25.00 for sunglasses. If such an item of personal property is replaced, the replacement item must be of a similar type and quality.

Section 4. The City shall retain the right to determine the feasibility of either repairing or replacing damaged or destroyed eyeglasses, contact lenses, dentures or watches. The City may require a statement from an individual experienced and qualified in the repair of the appropriate item as to the feasibility and practicability of repair of the item versus replacement of the item.

Section 5. This Article creates no property right for unit members, or responsibility or liability of the City to pay any claim, which may arise from incidents in which personal property is damaged or destroyed.

Section 6. The City shall have no responsibility to repair or replace any eyeglasses, contact lenses, dentures or watches that are damaged or destroyed as a result of horseplay or other non-work activities.

ARTICLE 27

COMPENSATION

Section 1. ~~The City and the Lodge agree to temporarily freeze unit members in their current pay plan step as of June 30, 2011, for a term of two (2) years, expiring on June 30, 2013. The City agrees to increase each member's pay by 3.68% on July 1, 2011. The City will also increase each member's pay by 3.75% on July 1, 2012. In the event that the City renegotiates unit members' pay for fiscal year 2012-2013, the pay plan as of June 30, 2011, will immediately go back into effect. Upon expiration of the contract, or reinstatement of the pay plan, the unit members will immediately move into the most comparable step to their pay without a decrease in pay.~~

- A. The FOP Pay Plan is attached to this agreement as Exhibit "A. Each step in the pay plan is a four percent (4%) increase over the previous step, with one (1) step being given to eligible officers on July 1, 2013. Eligible officers will advance to the next step on July 1, 2014 for the 2014-2015 fiscal year. Beginning July 1, 2013, all members will maintain a July 1st merit date.
- B. Officers covered by this CBA will drop into the pay plan in the closest step which is not a decrease in the officer's current salary.
- C. On July 1, 2013, each member will advance one (1) step. Exceptions are as follows:
1. Probationary officers who are hired after December 31, 2013 will not advance in the pay plan on the July 1, 2014 merit date, but will remain in step one. Probationary officers hired prior to December 31, 2013 will advance to step 2 of the pay plan on the July 1, 2014 merit date.
 2. Officers in steps one (1) and two (2) under the fiscal year 2012-2013 pay plan shall drop into step one (1) of the fiscal year 2013-2014 pay plan and shall not advance to step two (2) until July 1, 2014.
- D. On July 1, 2014, all members will advance to the next step if eligible. On July 1, 2014, all members will also receive a cost of living increase of 1.25%.

Section 42. Unit members who are assigned to afternoon or night shifts as their regular shift assignments, not including rotating shift assignments, shall receive shift differential assignment pay of one hundred dollars (\$100.00) per month for the months in which they are so assigned. Assignment to work in a particular shift is at the discretion of the Police Chief. Officers placed on administrative suspension will not receive shift differential assignment pay.

Section 23. Unit members who are assigned to work as detectives shall receive assignment pay of one hundred and fifty dollars (\$150.00) per month for the months in which they are so assigned. Assignment to work as a detective is at the discretion of the Police Chief. Officers placed on administrative suspension shall not receive detective assignment pay.

Section 34. Field training officers will receive assignment pay of sixty dollars (\$60.00) per month, and field training sergeants will receive assignment pay of fifty dollars (\$50.00) per month. Assignment to work as a field training officer or field training sergeant is at the discretion of the Police Chief. Officers will not be assigned to train a rookie for longer than two (2) shifts in a fiscal year, unless the officer is a field training officer or a field training Sergeant. Officers placed on administrative suspension will not receive field training assignment pay.

Section 45. Unit members who are assigned to the Special Weapons and Tactics (SWAT) Team shall receive assignment pay of sixty dollars (\$60.00) per month. Assignment to the SWAT Team

is at the discretion of the Police Chief. Officers placed on administrative suspension will not receive SWAT Team assignment pay.

| Section ~~56~~. The Uniform Services Captain will receive assignment pay of two hundred dollars (\$200.00) per month. Assignment to work as the Uniform Services Captain is at the discretion of the Police Chief. Officers placed on administrative suspension will not receive this assignment pay.

| Section ~~67~~. The City agrees to pay longevity to employees as reflected in Appendix "B". Longevity shall be calculated based on years of service covering January to June and July to December. For calculation purposes, years of service will be determined as of June 1st and December 1st of each fiscal year. Longevity pay will be paid in two (2) installments, one (1) in December of the fiscal year, and one (1) in June of the fiscal year. An employee who retires from service with the City of Enid shall have the final longevity installment pro-rated according to the number of months worked since their last longevity installment. An employee shall be required to work at least twenty (20) days during his or her last month in order for that month to be included in the pro-rata calculation.

ARTICLE 28

PAY PLAN AND PERFORMANCE INCENTIVE

| Section 1. The Police Department Pay Plan is attached as Appendix "A," and is effective from July 1, ~~2011-2013~~ through June 30, ~~2013~~2014.

| Section 2. ~~NOTE: This Section shall not apply in Fiscal Years 2011-2013.~~ Step Increase. Members shall receive step increases in accordance with the following:

A. Eligibility for Approval.

1. A member whose performance has been satisfactory over the one (1) year merit period shall receive a step increase of at least one (1) step.
2. A member may receive a two (2) step increases for outstanding performance over the one (1) year merit period. Specific outstanding achievements of members shall be documented and submitted to the Police Chief's office for approval.

B. Denial of Step Increase. Members may be denied a single one (1) year step increase for conduct occurring within the individual officer's merit period, provided that adequate documentation and grounds exist to justify the action in accordance with the following conditions:

1. Member incurs one (1) or more at-fault vehicle accident(s) within the one (1) year merit period while driving a city vehicle with due consideration given to the circumstances surrounding each separate accident and the number of hours the member is driving a vehicle as part of their job duties.

2. Arriving late for regularly scheduled work shift three (3) or more times in a one (1) year merit period without providing prior notification or an acceptable excuse of the reasons thereof to the member's immediate supervisor.
 3. Excessive use of sick leave without a physician verification of illness or disability within the one (1) year merit period.
 4. Documented substandard work performance within the one (1) year merit period as reflected by a member's reluctance to perform work, or failure to follow directions of superiors or supervisory staff, and/or failure to exercise established safety precautions as set out in Enid Police Department Policy and Procedure.
 5. Documentation of member's inability to perform a significant part of his assigned work independently and without constant supervision within the one (1) year merit period.
 6. Conduct in which suspension, demotion or other serious discipline has been imposed or for which two or more written reprimands have been issued to the member within the one (1) year merit period.
- C. Postponement of Step Review. The Police Chief may postpone a member's step increase pending the completion of an investigation in accordance with following requirements.
1. Criminal Investigation. The Police Chief may postpone a member's step increase pending the completion of a criminal investigation. All criminal investigations shall be conducted as quickly as possible.
 2. Administrative Investigation. The Police Chief may postpone a member's step increase pending the completion of an administrative investigation. The postponement cannot extend over sixty (60) calendar days from the date of completion of the administrative investigation. All administrative investigations shall be conducted as quickly as possible.
 3. If the step increase is ultimately granted, the increase will be made retroactive to the original date of the merit.

Section 3. Evaluations. In the Fiscal Year 2010-2011 Agreement, the City and the Lodge mutually recognized that a formal guideline for the evaluation of Officers is of paramount importance. Therefore, the parties agreed as follows:

- A. The Lodge and the Police Chief will appoint members to a committee to develop an evaluation process.
- B. Such evaluation process shall be finalized and implemented within six (6) months of the execution of this contract.

- C. Upon completion, such evaluation process shall be incorporated into this Agreement by Memorandum of Agreement.

ARTICLE 29

EDUCATIONAL PAY

Section 1. The City will provide additional pay to unit members who achieve the following educational levels:

- A. Unit members who successfully receive an intermediate certification from the State of Oklahoma CLEET Certification Program shall receive twenty-five dollars (\$25.00) per month;
- B. Unit members who successfully complete eighty (80) or more credit hours without a degree shall receive forty dollars (\$40.00) per month;
- C. Unit members who successfully receive an advanced certification from the State of Oklahoma CLEET Certification Program shall receive fifty dollars (\$50.00) per month;
- D. Unit members who receive a bachelor's degree (4 year degree) in any field shall receive one hundred dollars (\$100.00) per month;
- E. Unit members who receive a master's degree in any field shall receive two hundred dollars (\$200.00) per month.

~~Section 2. Related fields are defined as pre-law, psychology, sociology, criminology and criminal justice.~~

Section 3. To receive education pay, unit members must apply through the training division of the Police Department. Unit members are required to submit an affidavit, in a form prescribed by the training division, that they have actually attended an accredited college or university for the hours or degree or from the State of Oklahoma CLEET Program for which they are claiming educational pay, and submit proof of such hours or degree in a manner satisfactory to the training division. No unit member may receive educational pay until the training division and the Police Chief have approved the unit member's application for educational pay.

Section 4. A unit member may only receive educational pay for the highest amount of such pay for which he or she is eligible and approved (e.g. a unit member who has a bachelor's degree and a master's degree will receive two hundred dollars (\$200.00) per month in educational pay, not three hundred dollars (\$300.00) per month).

Section 5. The City will indicate educational pay on unit members' pay stubs. Educational pay will be paid on the basis of 26 pay periods per year.

Section 6. Tuition Scholarships.

- A. Non-probationary employees that have not had discipline imposed within the last twelve (12) months are eligible to receive tuition for college level or trade education courses at fifty percent (50%) of their tuition costs and college imposed fees up to one thousand dollars (\$1,000.00) per semester. Tuition must be requested in advance in writing and requires Police Chief recommendation. Tuition is limited to the actual costs of tuition and required books. Courses must be taken at an accredited college, university, or vocational-technical school. Courses not taken for credit are not covered. Employees are required to submit verification of enrollment for the first semester.
- B. Thereafter, employees must submit certification of completion, grades and transcripts. All course work must be completed with at least a 'C' to qualify for a scholarship for another semester.
- C. An employee who receives a tuition scholarship shall be obligated to continue employment with the City for a minimum of twelve (12) months after the classes are completed or forfeit the costs paid by the City during the preceding twelve (12) months.

ARTICLE 30

AMMUNITION PAY

Section 1. The City agrees to ~~pay each unit member one hundred dollars (\$100.00) per fiscal year for the unit member's~~ purchase all required pistol, rifle and shotgun of ammunition for annual firearms qualification. ~~The individual unit member will be responsible for purchasing his or her own ammunition for firearms qualifications. Ammunition pay will be made in April of the fiscal year. A maximum of two hundred and fifty (250) rounds will be provided for pistol qualification and twenty (20) rounds for rifle qualification. Once a unit member has qualified, no more ammunition will be issued with the exception of mandatory practicums.~~

Section 2. The City agrees to provide rifle ammunition for the yearly qualifications.

ARTICLE 31

CALL BACK FROM OFF-DUTY

Section 1. Unit members who are called back to work to provide testimony in court, whether district or municipal court, as specified in this Article, shall receive a minimum of two (2) hours of pay. SWAT or K9 Officers who are called back to work from an off-duty status at the direction of a supervisor shall receive a minimum of two (2) hours of pay. Whether such pay is at a unit member's straight time or overtime rate depends on the hours worked by the employee

during the work period. For such time to qualify for call back pay, the following conditions must be met:

- A. Officers shall not receive call back pay for any testimony where they are serving as a paid expert witness in a case or where their testimony is not related to their official capacity as an officer.
- B. Call back pay shall not be paid for "stand by" time during which an officer might be called back to testify in court.
- C. If an officer appears in court for more than two hours, the officer will be paid for his or her actual time spent in court testifying.
- D. No more than one two-hour minimum shall be paid per day.
- E. Call back pay shall not be paid for any time an officer is already on duty.
- F. Call back pay shall not be paid for testimony from a residence.
- G. Officers who are called back to duty from an off-duty status to correct paperwork will not be eligible for the two (2) hour call back.

ARTICLE 32

MEAL PER DIEM

Section 1. Unit members who are required by the Police Department to attend training or who are engaged in official police business outside Garfield County shall be reimbursed for meals in accordance with the City of Enid Purchasing Manual.

Section 2. Unit members also are required to follow the purchasing manual of the City and regulations of the Police Department with respect to meal per diem. It may be necessary that funds be reimbursed due to availability of cash as determined by the City.

ARTICLE 33

NON-MONETARY REOPENER

The parties agree that if at any time both parties concur on the need to reopen the agreement to negotiate on a non-monetary provision of this agreement that the agreement may be reopened for that limited purpose by executing a memorandum of understanding between the Chief of Police and the Lodge President.

ARTICLE 34

PHYSICAL FITNESS INCENTIVE

Section 1. ~~The physical fitness program shall require mandatory participation.~~ Each unit member, ~~on a voluntary basis,~~ will ~~have the opportunity to~~ take the department's physical fitness examination before June 1st of a particular calendar year to qualify for physical fitness incentive leave time. The officer must designate by June 15th of that particular calendar year whether he will be paid for the physical incentive leave time at the straight time rate of pay, or whether he will take the time off within the upcoming fiscal year beginning July 1st. If the officer does not use the leave, it does not roll over to the following fiscal year nor will the officer be paid for the leave. If the officer chooses to be paid, he will receive the equivalent pay as a physical fitness bonus on his first paycheck in July of that calendar year.

- A. Physical fitness incentive leave time is to be extended in no less than one-hour increments.
- B. Physical fitness incentive leave time will be granted at the discretion of the unit member's immediate supervisor.

Section 2. The physical fitness incentive exam will be based on the standards set by the Cooper Institute for Aerobic Research for Law Enforcement or a similar fitness institute. The physical fitness incentive exam will consist of the following four (4) tests:

- A. 1 mile run in 10 ½ minutes or less.
- B. 25 pushups.
- C. 29 sit-ups in one minute or less.
- D. 300 meter run in 69 seconds or less.

E. Unit members who successfully pass all four (4) tests will qualify for three days (30 hours) of physical fitness incentive leave.

F. Unit members who successfully pass any three (3) of the four (4) tests will qualify for two days (20 hours) of physical fitness incentive leave.

Section 3. The test will be conducted with a minimum of sixty (60) days notice and unit members will have four (4) opportunities to pass the examination. The test will be performed under the supervision of a Cooper Institute Physical Fitness Specialist, or a similar qualified fitness specialist and/or a designee trained by the specialist.

Section 4. The Physical Fitness Incentive will not be applicable to officers of this department who are in their probationary period.

Section 5. The Lodge and the Police Chief will appoint members to a committee to develop a new physical fitness program. Such physical fitness program shall be finalized and implemented on or before June 30, 2012. Once implemented, the physical fitness program shall require mandatory participation. Participation shall be mandatory beginning July 1, 2011. A unit member's ability to meet the standards in Section 2 is not grounds for discipline.

Section 6. All sworn Police Officers will be allowed to work out on duty the last one (1) hour of their shift, pursuant to policy. This Section 6 shall be effective from July 1, 2013 through June 30, 2014. After this term, the parties may negotiate to extend this Section 6.

ARTICLE 35

HIRING & TRAINING REIMBURSEMENT

Section 1. The City and the Lodge recognize that the hiring and training of police officers is a time consuming and expensive task. In order to increase the retention rate of sworn officers within the police department, and signify a commitment by new officers to the department, the following is a condition of employment for all newly hired sworn officers.

Section 2. Newly employed police officers who already have their CLEET certification or an equivalent certification, or have foreign language proficiency in a needed language, ~~or a bachelor's or master's degree~~ may be placed in the pay plan for patrolmen commensurate with their experience or education up to Step 5.

Section 3. A newly employed sworn police officer with the City of Enid who resigns his position within the first two years of employment will reimburse the Enid Police Department the amount of one thousand dollars (\$1,000.00) for expenses incurred during their initial employment training and any signing bonus. This reimbursement will be withheld from the resigning officer's final salary check. In calculating the reimbursement made to the department, any time worked, accrued leave or vacation may be used. Clothing allowance, ammunition pay, and any bonuses not yet paid will not be used in this calculation. This reimbursement requirement can be waived with the consent of the Chief of Police and for "the good of the service".

Section 4. All police recruits must sign an Employment Condition Agreement upon the offer of a position as a sworn police officer. Police recruits who fail or refuse to sign said agreement will not be employed by the department and will have their name stricken from the list of eligibles as published by the Enid Police Department Police Civil Service Commission (PCSC).

ARTICLE 36

COPIES OF AGREEMENT

The City agrees to post one “read-only” copy of this agreement in the City IT Network, accessible to all employees in lieu of providing copies to each unit member.

ARTICLE 37

PERSONNEL MANUAL

It is agreed that the Police Department will utilize the Personnel Manual in effect at the time of this contract, with any future amendments subject to approval by the Union, unless the provisions of this agreement and/or the charter conflict with the manual.

ARTICLE 38

CERTIFIED WORK PLACE MEDICAL PLAN

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

ARTICLE 39

NEPOTISM

No person shall be promoted or transferred to a position, which is under the supervision of a relative. For purposes of this Article, “relative” includes a spouse, child, step-child, parent, step-parent, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, and sister-in-law. Supervisory relationship includes immediate and intermediate supervisor, division head, and department head. This paragraph shall not apply to any employee hired prior to July 1, 2010, or to any employee during training.

In addition, persons related as defined above should not be permitted to work in the same division or on the same shift except where the Police Chief determines, for the good of the service, it does not create a potential conflict.

In cases where relationship is created by marriage which would constitute a violation of this section, the persons involved shall be given a period of six (6) months to resolve the conflict by reassignment, transfer, resignation, etc.

The final decision relative to potential conflict will rest with the Police Chief.

IN WITNESS WHEREOF, the parties hereto have executed this contract effective the 1st day of July, 2013.

Date: _____

The City of Enid, Oklahoma,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

ATTEST:

(SEAL)

Linda Parks, City Clerk

Date: _____

The Enid/Garfield County Fraternal Order
of Police, Lodge #144,
an Oklahoma Non-Profit Corporation

Signature

Printed Name

Title

ATTEST:

Lodge Secretary

APPENDIX "A"

POLICE DEPARTMENT PAY PLAN

APPENDIX "B"

LONGEVITY PAY

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

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 12, ENTITLED "DISCRIMINATION," SECTION 1-12-1, ENTITLED "DEFINITIONS," TO CORRECT GRAMMAR AND ADD THE DEFINITIONS FOR SEXUAL ORIENTATION AND GENDER IDENTITY; AMENDING SECTION 1-12-2, ENTITLED "EMPLOYEES," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-3, ENTITLED "EMPLOYMENT AGENCIES," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-4, ENTITLED "LABOR ORGANIZATIONS," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-5, ENTITLED "TRAINING PROGRAMS," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-6, ENTITLED "PUBLIC ACCOMMODATIONS," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-7, ENTITLED "HOUSING," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-8, ENTITLED "OTHER DISCRIMINATORY PRACTICES," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-9, ENTITLED "REVERSE DISCRIMINATION," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-11, ENTITLED "EXCEPTIONS," TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-13, ENTITLED "COMMUNITY RELATIONS COMMISSION," TO CORRECT GRAMMAR AND ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CLASSES PROTECTED; AMENDING SECTION 1-12-14, ENTITLED "VIOLATIONS AND COMPLAINTS," TO CORRECT GRAMMAR; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 1, Chapter 12, Section 1-12-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-1: DEFINITIONS:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AGE: That period of time when a worker is at least forty (40) years old and less than seventy (70) years old.

COMMISSION: The community relations commission.

COMMISSIONER: A member of the commission.

DISCRIMINATORY PRACTICE: The practice designated as discriminatory under this chapter.

EMPLOYER: A person who has five (5) or more employees exclusive of the parent, spouse or children of such person, including the eCity, its departments, boards, commissions, and authorities, and any other governmental agency within its jurisdiction, or a person who, as a contractor or subcontractor, is furnishing the material or performing work for the state or a governmental entity or agency of the state and includes an agent of such a person, but does not include an Indian tribe, a bona fide membership club not organized for profit, or religious, fraternal, or sectarian organization which is not supported in whole or in part by any governmental appropriations.

EMPLOYMENT AGENCY: A person regularly undertaking, with or without compensation, to procure employees for an employer or to procure for employees opportunities to work for an employer and includes an agent of such a person.

GENDER IDENTITY: A person's sense of being male or female, or both or neither.

LABOR ORGANIZATION: Shall include:

- A. An organization of any kind, an agency or employee representation committee, group, association, or plan in which employees participate and which exists for the purpose, in whole or in part;
- B. A conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization; or
- C. An agent of a labor organization.

NATIONAL ORIGIN: Shall include the national origin of an ancestor.

OWNER: The owner, co-owner, lessee, sublessee, mortgagee, assignee, manager, agent, employee, or any other person having the right of ownership or possession or the authority to sell, rent, or lease any dwelling unit, or any person having an equitable or security interest in any dwelling unit, including the eCity and its departments, boards, commissions, and authorities.

PERSON: An individual, association, corporation, joint apprenticeship, committee, joint stock company, labor union, legal representative, mutual company, partnership, receiver, trust, trustee, trustee in bankruptcy, unincorporated organization, any other legal or commercial entity, the state, or any governmental entity or agency, including the eCity.

PLACE OF PUBLIC ACCOMMODATION: Includes any place, store or other establishment, either licensed or unlicensed, which supplies goods or services to the general public or which solicits or accepts the patronage or trade of the general public or which is supported directly or indirectly by government funds. Except that a private club is not a place of public accommodation, if its policies are determined by its members and its facilities or services are available only to its members and their bona fide guests. "Place of public accommodation" shall not include barbershops or beauty shops or privately owned resort or amusement establishments or an establishment located within a building which contains not more than five (5) rooms for rent or hire and which is actually occupied by the proprietor of the establishment as his residence.

REAL ESTATE BROKER: Any person who, for a fee or other valuable consideration, manages, sells, purchases, exchanges, rents or negotiates, or offers or attempts to negotiate the sale, purchase, exchange, or rental of, the real property of another, or holds himself out as engaged in the business of managing, selling, purchasing, exchanging, or renting the real property of another, or collects rent for the use of the real property of another, and includes real estate salesmen or agents or any other person employed by a real estate broker to perform or to assist in the performance of his business. (1994 Code § 10-1)

SEXUAL ORIENTATION: The direction of one's sexual interest toward members of the same, opposite, or both sexes.

Section II: That Title 1, Chapter 12, Section 1-12-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-2: EMPLOYEES:

A. Discriminatory Practice: It is a discriminatory practice for an employer:

1. To fail or refuse to hire, to discharge, or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities of employment because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity unless such action is related to a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business or enterprise.
2. To limit, segregate or classify an employee in a way which would deprive or tend to deprive him of employment opportunities or otherwise adversely affect his status because of age, race, color, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity unless such action is related to a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business or enterprise.

- B. Exception: Subsection A shall not apply to the employment of an individual by his parents, spouse or child or to employment in the domestic service of the employer. (1994 Code § 10-2)

Section III: That Title 1, Chapter 12, Section 1-12-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-3: EMPLOYMENT AGENCIES:

It is a discriminatory practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, an individual because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity or to classify or refer to employment an individual on the basis of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity. (1994 Code § 10-3)

Section IV: That Title 1, Chapter 12, Section 1-12-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-4: LABOR ORGANIZATIONS:

It is a discriminatory practice for a labor organization:

- A. Exclude From Membership: To exclude or to expel from membership, or otherwise to discriminate against, a member or applicant for membership because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity.
- B. Limit, Segregate Or Classify: To limit, segregate, or classify membership, or to classify or to fail to refer for employment an individual in a way:
1. Which would deprive or tend to deprive an individual of employment opportunities; or
 2. Which would limit employment opportunities or otherwise adversely affect the status of an employee or of an applicant for employment because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity.
- C. Encourage Violation By Employer: To cause or attempt to cause an employer to violate the provisions of this chapter. (1994 Code § 10-4)

Section V: That Title 1, Chapter 12, Section 1-12-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-5: TRAINING PROGRAMS:

It is a discriminatory practice for an employer, labor organization, or joint labor-management committee controlling apprenticeship, on-the-job, or other training or retraining program, to discriminate against an individual because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity in admission to, or employment in, a program established to provide apprenticeship or other training. (1994 Code § 10-5)

Section VI: That Title 1, Chapter 12, Section 1-12-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-6: PUBLIC ACCOMMODATIONS:

It is a discriminatory practice for a person to deny an individual the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of a place of public accommodation because of age, sex, race, color, religion, national origin, ~~or~~ handicap, sexual orientation or gender identity. (1994 Code § 10-6)

Section VII: That Title 1, Chapter 12, Section 1-12-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-7: HOUSING:

- A. Real Estate Brokers, Salesmen: No person, real estate broker, real estate salesman or agent shall:
1. Refuse to sell, lease, rent, assign or otherwise transfer the title or other interest in any housing or real property upon which residential housing is to be constructed to any person, or to discriminate in the terms or conditions of the sale, rental or leasing of any residential unit, because of race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity.
 2. Refuse to negotiate with any person for the sale, rental or leasing of any residential property, or to represent that such property is not available for inspection, sale, rental or lease when in fact it is so available, because of such person's race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity.
 3. Solicit or induce, or attempt to solicit or induce, any person owning any interest in any residential housing to sell, rent or lease, or not to sell, rent or lease such housing to any person on the ground of loss of value due to the present or prospective entry into the neighborhood of a person of another race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity, either by direct solicitation or inducement or by the purchase of other property in the neighborhood for the purpose of such inducement, or to distribute, or cause to be distributed, material or making statements designed to induce a residential property owner to sell or lease his property due to such change in neighborhood.

4. File a complaint alleging a violation of this chapter with knowledge that such complaint is false in any material respect, or to file such complaint for the sole purpose of harassment.
 5. Deny any person access to or membership or participation in any multiple-listing service, (real estate broker's organization or other service), organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, sex, religion, national origin, ~~or~~ handicap, sexual orientation or gender identity.
- B. Banks, Financial Institutions: No bank, building and loan association, insurance company, or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, shall:
1. Deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling; or
 2. Discriminate against him in the fixing of the amount, interest, rate, duration, or other terms or conditions of such loan or other financial assistance, because of race, color, sex, religion, national origin, ~~or~~ handicap, sexual orientation or gender identity of such person or of any person associated with him in connection with such loan or other financial assistance (or the purposes of such loan or other financial assistance), or of the prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be given.
- C. Exceptions: The provisions of subsections A and B of this section shall not apply:
1. To prohibit persons from giving preference to prospective buyers or tenants for any reason other than race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity.
 2. To the sale of a dwelling which is, or was at the time when first offered for sale, the residence of its owner.
 3. To the rental of rooms in an owner occupied residence or in a dwelling used exclusively as a rooming house.
 4. To the rental or leasing of a dwelling or housing unit owned by any religious or fraternal organization, or private club used and occupied for organizational purposes. (1994 Code § 10-7)

Section VIII: That Title 1, Chapter 12, Section 1-12-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-8: OTHER DISCRIMINATORY PRACTICES:

It is a discriminatory practice for an employer, labor organization, or employment agency to print or publish or cause to be printed or published a notice or advertisement relating to employment by the employer or membership in or a classification or referral for employment by the labor organization, or relating to a classification or referral for employment by the employment agency, indicating a preference, limitation, specification, or discrimination, based on age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity; however, a notice or advertisement may indicate a preference, limitation, specification or discrimination based on age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity when it is a bona fide occupational qualification for employment. (1994 Code § 10-8)

Section IX: That Title 1, Chapter 12, Section 1-12-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-9: REVERSE DISCRIMINATION:

Nothing in this chapter requires an employer, employment agency, labor organization, or joint labor-management committee subject to this chapter to grant preferential treatment to an individual or to a group because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity of the individual or group on account of an imbalance which may exist with respect to the total number or percentage of persons of any age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity employed by an employer, referred or classified for employment by an employment agency or labor organization, admitted to membership or classified by a labor organization or admitted to, or employed in, an apprenticeship or other training or retraining program, in comparison with the total number or percentage of persons of the age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity in the state or a community, section or other area. However, it is not a discriminatory practice for a person subject to this chapter to adopt and carry out a plan to eliminate or reduce imbalance with respect to age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity if the plan has been filed with the commission under regulations of the commission and the commission has not disapproved the plan. (1994 Code § 10-9)

Section X: That Title 1, Chapter 12, Section 1-12-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-11: EXCEPTIONS:

It is not a discriminatory practice:

- A. For an employer to hire and employ an employee, or an employment agency to classify or refer for employment an individual, for a labor organization to classify its membership or to classify or refer for employment an individual, or for an employer, labor organization, or joint labor-management committee controlling an apprenticeship or other training or

retraining program to admit or employ an individual in the program, on the basis of his age, religion, sex, race, color, national origin, ~~or~~ handicap, sexual orientation or gender identity if it is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise; or

- B. For a school, college, university, or other educational institution to hire and employ an employee of a particular religion if the school, college, university, or other educational institution is, in whole or substantial part, owned, supported, controlled, or managed by a particular religion or by a particular religious corporation, association or society, or if the curriculum of the school, college, university, or other educational institution is directed toward the propagation of a particular religion; or
- C. For an employer to apply different standards of compensation or different terms, conditions, privileges or responsibilities of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production or to employees who work in a different location, if the differences are not the result of an intention to discriminate because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity; or
- D. For an employer to give and to act upon the results of a professionally developed ability test if the test, its administration, or action upon the results is not designed, intended, or used to discriminate because of age, race, color, religion, sex, national origin, ~~or~~ handicap, sexual orientation or gender identity. (1994 Code § 10-11)

Section XI: That Title 1, Chapter 12, Section 1-12-13 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-13: COMMUNITY RELATIONS COMMISSION²:

- A. Established: A ~~e~~C~~ommunity~~ ~~r~~R~~elations~~ ~~e~~C~~ommission~~ will be called and appointed to hear specific complaints. The standing commission is dissolved.
- B. Members: If a complaint is received by the ~~e~~C~~ity~~ ~~e~~C~~lerk~~, the ~~e~~C~~ity~~ ~~m~~M~~anager~~ shall appoint five (5) residents of Enid who are not directly involved in the allegations of the complaint to serve as the community relations commission to investigate said complaint, pursuant to this chapter. The appointees will serve until the investigation and hearing is complete.
- C. Clerk: The ~~e~~C~~ity~~ ~~e~~C~~lerk~~ shall serve as clerk for the community relations commission.
- D. Duties: The ~~e~~C~~ommunity~~ ~~r~~R~~elations~~ ~~e~~C~~ommission~~ shall:
 - 1. Receive, investigate, and seek the satisfactory adjustment of complaints which charge discriminatory practices as set forth herein.

2. Hold hearings, make findings of fact, adopt such rules and policies as may be necessary within the limits of this chapter, and otherwise carry out the purposes and provisions of this chapter. (Ord. 2007-12, 7-17-2007)

Section XII: That Title 1, Chapter 12, Section 1-12-14 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-12-14: VIOLATIONS AND COMPLAINTS:

A. Filing ~~O~~of Complaint:

1. Any person aggrieved by discriminatory practices prohibited by this chapter may file with the clerk of the ~~e~~CCommission, a complaint in writing, administered under oath. The complaint shall be signed by the person claiming to be aggrieved, and shall state the name and address of the person alleged to have violated the provisions of this chapter, and shall further set forth the particulars of the violation, and may include such other information as may be required by the commission. Complaints filed under this section shall be filed within sixty (60) days after the alleged violation, and failure to file within said time shall be considered a waiver of the application of this chapter.
2. The ~~e~~CCommission may issue a complaint on its own initiative, at any time it has knowledge that a person has violated any of the provisions of this chapter.

B. Investigation; Commission Determination: The ~~e~~CCommission shall investigate each complaint filed, and shall attempt an adjustment of the complaint by means of conference and conciliation. Sixty (60) days shall be allowed for the purpose of investigation, conference, and conciliation. Upon determination that a complaint is not well founded, the commission shall dismiss the complaint and notify the complainant and respondent in writing of said dismissal. If the commission takes no action within ninety (90) days of the filing of the complaint, it shall be considered dismissed.

C. Hearing; Notice: If conference or conciliation does not result in compliance with this chapter, the ~~e~~CCommission shall give the respondent and claimant written notice stating when the hearing on the complaint alleging discrimination is to be held. Written notice should be given at least ten (10) days prior to said hearing.

D. Hearing Procedure; Appearance ~~O~~of Complainant: At the hearing provided for in subsection C of this section, the complainant or person aggrieved may appear in person and/or by counsel, and the respondent may file a written answer to the complaint and may appear in person and/or by counsel. The ~~e~~CCommission, when conducting any hearing, pursuant to this section, may permit amendments to any complaint or answer, and the testimony taken at the hearing shall be under oath, and shall be transcribed at the request of either party, or at the direction of the ~~e~~CCommission. If the ~~e~~CCommission finds at said hearing that the respondent has engaged in any discriminatory practice or practices prohibited by this chapter, it shall state its findings of fact, and shall so certify the matter

to the eCity aAttorney for appropriate action. No prosecution shall be brought under this chapter except upon such certification. If the eCommission, upon hearing, finds that respondent has not engaged in any discriminatory practice, it shall state its findings of fact, and shall issue and file an order dismissing the complaint. The eCommission shall establish rules and regulations to govern, expedite, and effectuate the foregoing procedure, and shall maintain the files provided for herein. (1994 Code § 10-13)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): State law references - discrimination generally, 25 O.S. § 1101 et seq.; local ordinances prohibiting discrimination authorized, 25 O.S. § 1702.

[Footnote 2](#): State law reference - local human relations commissions authorized, 25 O.S. § 1705.

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

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

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

Section XXI: Codification. This ordinance shall be codified as Title 1, Chapter 12, Sections 1-12-1 through 1-12-9, Section 1-12-11 and Sections 1-12-13 through 1-12-14 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this _____ day of _____, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

TULSA COUNTY

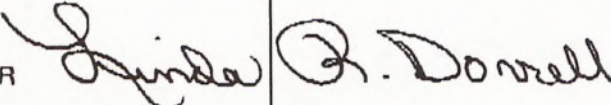
**PURCHASING
DEPARTMENT**

BID#: 1385
VENDOR#: **ZUL650**
CC#: 4300 006 0000

CME#: 227923

MEMO

Date: 5/28/13

DATE: MAY 28, 2013
TO: BOARD OF COUNTY COMMISSIONERS
FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 
SUBJECT: SOLE SOURCE DESIGNATION- DONELSON CONSTRUCTION COMPANY

THE TULSA COUNTY PURCHASING DEPARTMENT AND THE TULSA COUNTY HIGHWAY DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO DONELSON CONSTRUCTION COMPANY.

DONELSON CONSTRUCTION COMPANY
1075 WISE HILL ROAD
CLEVER, MO 65631
ATTN: MICHAEL J. DONELSON

DONELSON CONSTRUCTION IS THE ONLY COMPANY TO MANUFACTURE AND INSTALL THESE MODIFIED AGGREGATE QUICK SET SURFACING SYSTEM PRODUCTS.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

LRD/vjs
ATTACHMENT

ORIGINAL: PAT KEY, COUNTY CLERK FOR THE MAY 28, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER FRED R. PERRY
MARK LIOTTA, CHIEF DEPUTY
TOM RAINS, TULSA COUNTY ENGINEER

REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: MAY 28, 2013

TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of
TULSA COUNTY HIGHWAY DEPARTMENT for the reason(s) stated below.
REQUESTING DEPARTMENT


PURCHASING DIRECTOR

LINDA R. DORRELL

- † Emergency
- † Sole manufacturer (*must* be documented).
- Sole supplier (*must* be documented).
- † Other products of similar nature are incompatible with existing products.
- † Purchase of similar products will adversely affect warranty, guarantee or service agreement on existing products.

† _____

Description:

DONELSON CONSTRUCTION IS THE ONLY COMPANY TO MANUFACTURE AND INSTALL THESE MODIFIED AGGREGATE QUICK SET SURFACING SYSTEM PRODUCTS.

DONELSON CONSTRUCTION COMPANY
1075 WISE HILL ROAD
CLEVER, MO 65631
ATTN: MICHAEL J. DONELSON

(417) 743-2694 PHONE
(417) 743-2945 FAX

- † Waiver of bidding or quoting process is approved.
- † Waiver of bidding or quoting is *not* justified.
Standard bidding or quoting will be followed.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

DATE



**Construction
Company, LLC**

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

April 12, 2013

Tom Rains
Tulsa County Engineer
500 S. Denver, 3rd Floor
Tulsa, OK 74103
Fax: 918-596-5743

Dear Mr. Rains,

Donelson Construction Co., LLC respectfully requests that the Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System® be treated as a sole-source product for the following reasons:

1. The asphalt mix design that Donelson has developed and installs is unique to the industry. A patent on this product was applied for and received approval. (Patent No. US7,312,262B2). Some claims that received patent approval are mentioned below.
 - a. Our MAQS product contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Company.
 - b. The gradation and combination of aggregate used by Donelson is proprietary and outside industry standards.
 - c. The emulsion oil component in Donelson's asphalt mixture is designed specifically for this aggregate. The unique oil is produced and sold on a completely exclusive basis to Donelson Construction for this application.
 - d. The unique aggregate blend, combined with the specific emulsion oil, produces an asphalt mixture with a much higher degree of performance compared to other similar products. This degree of performance is illustrated in two important lab test results, both obtained from International Slurry Surfacing Association Test TB100. A "One Hour Soak Wet Track Test" and a "Six Day Soak Wet Track Test" are used to test a finished surface's adhesion and cohesion properties. In other words, these tests measure the amount of "raveling" or "shedding of stone" one may expect from the new surface.

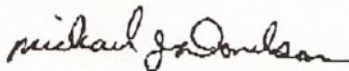
Mr. Rains
April 12, 2013
Page Two

The industry standard allows for a maximum of 50 grams/square foot of aggregate loss, and 75 grams/square foot of aggregate loss for the One Hour and Six Day tests, respectively. Our mix design tests at an impressive 5.0 grams/square foot and 7.2 grams/square foot, respectively.

2. Donelson Construction has invented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS process. A patent application regarding this piece of equipment was filed and received approval. (Patent No. US8,033,775B2)
3. Donelson Construction has developed a method to use the MAQS product in a manner to be utilized as a large scale crack sealer. Regarding this, current industry standards do not have a material specification or method of placement that is comparable.
4. Donelson Construction, in conjunction with Donelson Sealant Technologies, has developed the MAQS-ChipLock and MAQS-GripSeal products. These products are derivatives of the existing MAQS Surfacing System®. They are offered in a form that allows for spray application.
5. Donelson Construction Co. has designed and built application equipment uniquely designed to handle and apply the MAQS-ChipLock and MAQS-GripSeal products. This equipment is exclusive to Donelson Construction Co. for its intended purpose.
6. Donelson Construction, in conjunction with Donelson Sealant Technologies, has developed the MAQS-CapeSeal process. This process first requires installation of a chip seal, followed by a spray application of the MAQS-ChipLock or MAQS-GripSeal product.

In summary, Donelson Construction is clearly the only company that is able to manufacture and install these Modified Aggregate Quick Set (M.A.Q.S.) Surfacing System® products. Thank you in advance for your attention to this matter.

Sincerely,



Michael J. Donelson
Owner



**Construction
Company, LLC**

Ph: (417) 743-2694
Fax: (417) 743-2945

1075 Wise Hill Road, Clever, MO 65631

September 11, 2013

NO: 130911-0 1

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

ESTIMATE

PROJECT NAME: MAQS Surfacing various streets

Donelson Construction Company, LLC is pleased to provide and estimate for the following work:

Road	Type of Application	Base Unit	Type of Unit	Unit Cost	Extended Cost
22 Modified Aggregate Quick Set	02 Res MAQS Surfacing	82,192	Yd ²	\$3.65	\$300,000.80

Total Yd² 82,192

Total Estimate: \$300,000.80

This is an estimate of quantities. Invoice will be billed on final quantities at unit pricing.

Respectfully,
Scott Hilton

Clever Stone Company, Inc.
Donelson Construction Company, LLC.
Donelson Sealant Company, LLC.
www.donelsonconstruction.net

Owner or Agent

DONELSON CONSTRUCTION CO., LLC WORK ORDER

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

All material is guaranteed to be as specified under specifications described in the proposal. Work will be performed in a workmanlike manner according to standard practices in the industry in the local of Springfield, Missouri. Any work performed by DONELSON CONSTRUCTION CO., LLC in addition to the work as specified upon this work order shall be presumed to be at an additional charge by DONELSON CONSTRUCTION CO., LLC unless there is a subsequent written document providing to the contrary.

DONELSON CONSTRUCTION CO., LLC will not provide materials or labor at its expense to repair or replace any blacktop installed by it over base stone, asphalt, or concrete installed by someone other than DONELSON CONSTRUCTION CO., LLC in the event that such base stone, asphalt, or concrete is inadequate to provide suitable base or foundation for the installation of any such blacktop.

Notes in reference to the MAQS Surfacing System:

1. The complete elimination of any existing drainage problem or reflective cracking is not intended or guaranteed.
2. Power steering marks are normal and should not be cause for concern.
3. The new surface will remain tender for a few weeks.
4. DONELSON CONSTRUCTION CO., LLC is not responsible for sub base problems or damage to asphalt or concrete due to weight of the machinery required to complete the work.
5. DONELSON CONSTRUCTION CO., LLC is not responsible for damage to finished surface by others, or human, animal, or vehicle tracking of fresh material.

The undersigned customer or authorized agent of customer does hereby authorize and direct DONELSON CONSTRUCTION CO., LLC to proceed with the work as described in the proposal upon the reverse side of the work order at the contract price as specified in the proposal upon the reverse side of this work order and does agree on behalf of customer to pay to DONELSON CONSTRUCTION CO., LLC the contract price upon completion of the work described. The undersigned further agrees that the contract price shall be due and payable upon completion of the work. Any account balance not paid within thirty days of such completion shall be deemed delinquent and shall bear interest at the rate of 10% per annum or the highest lawful rate, whichever is greater. THE UNDERSIGNED CUSTOMER AGREES TO PAY ALL COSTS OF COLLECTION OF ANY DELINQUENT ACCOUNT BALANCE OF CUSTOMER. THE UNDERSIGNED HAS FULLY READ AND CONSIDERED THE PROVISIONS OF THIS WORK ORDER TOGETHER WITH THE PROVISIONS OF THE PROPOSAL UPON THE REVERSE SIDE THEREOF WHICH ARE MADE A PART OF THIS CONTRACT AND AGREES TO BE BOUND THEREBY.

THE UNDERSIGNED DOES HEREBY REPRESENT TO DONELSON CONSTRUCTION CO., LLC THAT THE UNDERSIGNED IS EITHER THE OWNER OF THE REAL ESTATE TO WHICH THE IMPROVEMENT DESCRIBED ABOVE IS TO BE RENDERED OR IS THE AUTHORIZED AGENT OF SUCH OWNER.

Owner or Agent

SPECIFICATIONS FOR MODIFIED AGGREGATE QUICK SET (MAQS) SURFACING SYSTEM WITH SURFACE PREPARATION

Note: Potential bidders must be pre-approved by the Engineer prior to the bid date for their proposal to be considered. Pre-approval requirements are listed in paragraph 8.0 below.

1.0 Description

1.1 This work shall consist of the application of MAQS surfacing to asphaltic pavement surfaces and related preparation. The MAQS mixture shall consist of a cationic latex modified asphaltic emulsion, mineral aggregate, Portland cement, set-control additives and water. The mixture shall be properly transported, proportioned, mixed and evenly spread on the asphaltic pavement surface in strict accordance with the plans, these specifications and as directed by the Engineer. The cured MAQS surface shall have a uniform and homogeneous appearance, substantially fill all cracks, and adhere firmly to the existing surface.

2.0 Materials

2.1 Latex Modified Asphalt Emulsion

2.1.1 The asphalt shall be a latex modified grade CSS-1h (cationic) emulsified asphalt. The grade CSS-1h shall be modified with an approved natural or synthetic latex. The approved latex shall be milled into the asphalt emulsion prior to the emulsification process. The asphaltic emulsion manufacturer shall certify that the emulsion contains 3.0% to 5.0% latex solids based on the mass of asphalt (asphalt residual) within the emulsion.

2.1.2 DST-SCA shall be added as a set-control agent in such a quantity as to produce a one hour set and shall not vary more than $\pm 1\%$ of the quantity specified in the mix design.

2.1.3 The latex modified CSS-1h shall comply with following requirements when sampled in accordance with ASSHTO T-40 and shall comply with the following requirements when tested in accordance with the specified test methods:

TESTS ON EMULSION

	<u>TEST METHOD</u>	<u>REQUIREMENTS</u>
Viscosity, Saybolt Furol at 77°F	AASHTO T 59	20-100 seconds
Storage Stability Test (24 hours)	AASHTO T 59	1.0% maximum
Particle Charge Test	AASHTO T 59	Positive*

Sieve Test	AASHTO T 59	0.1% maximum
Distillation: Residue by Evaporation	AASHTO T 59	62% minimum
Oil Distillate, by volume of emulsion	AASHTO T 59	0.5% maximum

*If the particle charge test is inconclusive, material having a maximum pH value of 6.7 will be acceptable

TESTS ON EMULSION RESIDUE

Penetration, 77°F, 100 g, 5 seconds	AASHTO T 49	40-90
Ductility, 77°F(25°C),5 cm/min., cm	AASHTO T 51	70 minimum
Solubility in Trichloroethylene (performed only as required)	AASHTO T 44	97% minimum
Softening Point, R & B	AASHTO T 53	135°F minimum
Viscosity at 140°F (60°C), 300 mm Hg vacuum	AASHTO T 202	8,000 Poises (800Pa s) min.

2.2 Mineral Aggregate

2.2.1 The mineral aggregate used shall be of the type and grade for the particular use of the MAQS surface. The aggregate shall be manufactured crushed Burlington limestone. To assure the material is totally crushed, 100% of the parent aggregate will be larger than the largest stone in the gradation to be used. The aggregate shall be free of cemented or conglomerated lumps and shall not have any coatings or injurious material. Aggregate shall be free of oversize contamination prior to loading into truck.

2.2.2 The aggregate shall be proportioned such that two portions shall be used, one with a higher abrasion resistance than the second portion. The first portion shall be provided such that 45-55%, by weight, shall be used; the second portion shall be provided such that the remainder, or 45-55%, by weight, shall be used.

2.2.3 Aggregate used for this project shall conform to the following requirements when tested in accordance with the specified test methods:

<u>TEST</u>	<u>METHOD</u>	<u>REQUIREMENT</u>
Sand Equivalent	ASTM D 2419	65 minimum
Abrasion Resistance after 500 revolutions	ASTM C 131	30% maximum

		(net proportion)
Portion 1	ASTM C 131	17-22%
Portion 2	ASTM C 131	28-32%
Moisture content of Aggregate	ASTM C 566	As tested
Sieve Analysis (individual and combined)	ASTM C 136	As tested
Material Passing No. 200 Sieve	ASTM C 117	As tested
Soundness of Aggregates by use of Sodium Sulfate, 5 cycles	ASTM C 88	15% maximum
Combined Aggregate Bulk Specific Gravity	ASTM C 127	As tested

2.2.4 A stockpile of aggregate shall be dedicated for this project. The aggregate size shall not exceed a 3/8" sieve opening. The aggregate gradation, asphalt content, and other relevant mix design components shall be properly proportioned to meet the performance of Section 3.2 described below.

2.3 Mineral Filler

2.3.1 The Portland Cement mineral filler shall be any recognized brand of non-air entrained Type I Portland cement that is free from lumps or foreign matter. The amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the mineral gradation requirement. The mineral filler shall be between 0.25% and 2.0% by the weight of dry aggregate. The laboratory mix design percentage of mineral filler can be increased or decreased up to one percent ($\pm 1\%$) when directed by the Engineer as the surfacing is being placed if it is found to be necessary for better consistency or set times.

2.4 Water. The water shall be potable, free of harmful soluble salts, and shall be added in an amount to provide proper consistency.

2.5 Set-control Agent. To improve workability a set-control agent that is approved by the Engineer, and will not adversely affect the surfacing, shall be used. DST-SCA set-control agent must be included as part of the mix design and be compatible with the other components of the mix. The use of set-control

additive shall not vary $\pm 1\%$ of the additive optimum recommended in the highest temperature mix test in the mix design.

3.0 Composition of MAQS Surfacing Mixture

3.1 Mix Design. A minimum of 14 calendar days prior to placement of the MAQS material, the Contractor shall submit a dated laboratory report of tests and proposed mix design for approval by the Engineer. The mix design report shall contain the recommended percentages of each individual material required. Adjustments of water and set-control agent by the Engineer may be required during construction, based on field conditions. The Engineer shall approve the design mix design within the following limits:

Residual Asphalt	MAQS-1 8.5% to 10.5% by dry weight (mass) of aggregate
	MAQS-2 8.0% to 10% by dry weight (mass) of aggregate
Mineral Filler	1/2% to 3% by dry weight (mass) of aggregate
Latex-based Modifier	3.0% to 5.0% latex solids based on weight (mass) of binder (asphalt and latex)
Water	As required to produce proper specified properties
Set-control Agent	DST-SCA approved system to provide one hour set

3.2 The proposed MAQS mixture to be used for this project shall conform to the requirements specified when tested in accordance with the following tests:

<u>ASTM TEST</u>	<u>DESCRIPTION</u>	<u>REQUIREMENT</u>
D 3910	Consistency Test	2-3 cm
D 3910	Cure time	1 hour maximum

<u>ISSA TEST</u>	<u>DESCRIPTION</u>	<u>REQUIREMENT</u>
TB 139	Wet Cohesion	
	30 minutes (set time)	12 kg-cm minimum
	60 minutes (traffic time)	20 kg-cm min. (Or near spin)
TB 109	Excess Asphalt	538 g/m ² (50g/ft ²) maximum
TB 114	Wet Stripping	Pass (90% minimum)
TB 100	Wet Track Abrasion	
	One hour soak, loss	108 g/m ² (10 g/ft ²) maximum with 8.5% residual asphalt content
	Six day soak, loss	215 g/m ² (20 g/ft ²) maximum with 8.5% residual asphalt content
TB 113	Mix Time @ 25°C (77°F)	Controllable to 120 seconds minimum
TB 147	Measurement of Stability	
	Lateral Displacement	5% maximum
	Vertical Displacement	10% maximum

4.0 Application Rate

4.1 MAQS-1. Single lift applications of MAQS material shall be applied in one (1) lift of 12-15 pounds per square yard of the dry mass of the mineral aggregate.

4.2 MAQS-2. Single lift applications of MAQS material shall be applied in one (1) lift of 18-22 pounds per square yard of the dry mass of the mineral aggregate.

5.0 Work Experience and Workmanship

5.1 The Contractor shall be required to have at least two (2) years of work experience in the application of these precise materials, methods of placement, and scope of work as described herein.

5.2 Adequate means shall be provided by the Contractor to protect the MAQS surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the mixture will not adhere to and be picked up by the tires of vehicles.

6.0 Surface Preparation

6.1 Hot Rubber Crack Filler. Crack fill material shall meet all requirements of ASTM D6690, Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements". Width of cracks to be filled shall generally be in excess of ¼", or at the discretion of the Engineer. Crack fill material shall be applied at the proper temperature and using the proper equipment designed for the material to be used. Prior to material injection, cracks in excess of ¼" shall be dry and free of loose debris. Cracks shall be uniformly filled from the bottom. Excess material shall be uniformly distributed so as to be flush with the existing surface. Any excess material shall be removed from the pavement surface prior to surfacing. Hot rubber crack fill shall be paid for in accordance with items contained in this contract.

7.0 Method of Measurement and Basis of Payment

7.1 Measurements for the payment of MAQS surfacing, complete and acceptably in place, will be made to the nearest square yard. Measurements for the payment of hot rubber crack fill, complete and acceptably in place, will be made to the nearest square yard plus per pound of material installed.

7.2 These contract prices shall be awarded as "All or None". The prices include full compensation for furnishing all labor, materials (except where noted), tools and equipment for: quality control sampling, testing and mix design; for preparation of the road surface as specified herein; for supplying, installing and removing temporary signs; for transporting, mixing, applying, general clean-up; furnishing, constructing and maintaining traffic control and safety devices as directed by the Engineer, shown on the plans or included in the construction contract, addendums or specifications; and other incidentals necessary to complete and warrant the job as specified herein.

8.0 Contractor Pre-Qualification Requirements

8.1 Potential bidders must be pre-qualified by the Engineer prior to the bid opening date for the bid to be considered. Prequalification requirements are due 48 hours prior to the bid opening date and time. Pre-qualification will be determined based on information provided as follows in paragraphs 8.2 through 8.4. All information is required for approval.

8.2 The potential bidder shall submit a letter of verification addressed to the Engineer from the proposed emulsified asphalt supplier stating the following:

1. The proposed supplier will provide emulsified asphalt to the Contractor specifically for this project.
2. The proposed supplier is aware of the specifications contained herein and agrees to abide by them.

8.3 The potential bidder shall submit a letter of verification addressed to the Engineer from the proposed aggregate supplier stating the following:

1. The proposed supplier will provide aggregate to the Contractor specifically for this project.
2. The proposed supplier is aware of the specifications contained herein and agrees to abide by them.

8.4 The potential bidder shall submit a letter of verification addressed to the Engineer stating the project(s), and agency contact(s) that satisfies the minimum work experience requirements described in paragraph 10.1 herein.

PLEASE RETURN TO:
VICTORY BIBLE CHURCH, INC.
402 N. 20TH ST
ENID, OK 73701-3639

**QUITCLAIM DEED
WITH
RESERVATION OF PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, with the address of P.O. Box 1768, Enid, Oklahoma, 73702, hereinafter referred to as "Grantor," for and in consideration of the sum of One Dollar, (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell, convey, and dedicate unto the Victory Bible Church, Inc., hereinafter referred to as "Grantee" the following described real property in the County of Garfield, State of Oklahoma, to wit:

West Ten feet (10') of Lots One (1) through Three (3), Block Twenty-one (21), Sawyer's University Place Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

Grantor expressly reserves unto itself, its successors and assigns, a permanent easement and right of way over, under, and across the entire property described above, with the right of ingress and egress to and from the same, for the purpose of installing, constructing, operating, maintaining, and replacing drainage and utilities. Grantee agrees not to build or construct any building or other structure upon the permanent easement area without the prior written permission of Grantor, which shall not be unreasonably withheld. Grantor is authorized to place a fence around the property; however, should the City ever need to temporarily remove all or a portion of the fence to access its easement, Grantee and its successors and assigns shall be responsible for the cost thereof.

TO HAVE AND TO HOLD said described premises unto said Grantee, Grantee's successors and assigns, forever.

Dated this _____ day of September, 2013.

THE CITY OF ENID,
An Oklahoma Municipal Corporation

William E. Shewey, Mayor

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of Garfield)

Before me, the undersigned, a Notary Public within and for said County and State, on the _____ day of September, 2013, personally appeared William E. Shewey, to me known to be the identical persons who subscribed the name of the maker thereof, as its Mayor, to the within and foregoing instrument, in writing, and acknowledged to me that he executed the same as his and her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

**CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND
ENID METROPOLITAN AREA HUMAN SERVICE COMMISSION, INC.**

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and the Enid Metropolitan Area Human Services Commission, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

WHEREAS, Contractor has coordinated and provided community services within the City of Enid for over twenty (20) years; and,

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

WHEREAS, Contractor desires to continue to provide public services to the residents of the City of Enid; and,

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

1. Engagement of Contractor. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Contractor to coordinate and/or provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
 - a. The Commission shall designate a plan to evaluate and implement the programs to serve the needs of the residents and citizens of the City of Enid, as set out in their proposal, and report same to the City.
 - b. The Commission will specifically obtain professional and volunteer personnel who will collect, analyze, and maintain specific information and data regarding existing human and social service programs in the City and throughout the Garfield County service area; collect data and information regarding human and social service needs in said area; prepare a specific proposal for programs and services to meet community needs, including research into external funding sources, grants, and programs and solutions utilized in other geographic areas; providing staff, secretarial and bookkeeping support services, and assisting in the administration and monitoring of specific programs implemented by the Commission.

3. Term. This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of seven thousand dollars (\$7,000.00) to provide public services as described in Paragraph 2.
5. Payment to Contractor. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
6. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Contractor under this contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
7. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
8. Compliance with Laws. Contractor shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
9. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
10. Termination, Remedies Upon Default.
 - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.

- b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
 - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
11. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
12. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
13. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:
- CITY: City Attorney
P.O. Box 1768
Enid, OK 73702
- CONTRACTOR: Enid Metropolitan Area Human Services Commission, Inc.
c/o CDSA
2615 E. Randolph AVE
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.
14. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.

15. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
16. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
17. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
18. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
19. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
20. 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.
21. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
22. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

23. Identity Theft Prevention. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
24. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
25. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Bargaining. The Lessor and the Lessee have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

Date: _____

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

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Date: _____

"CONTRACTOR"
Enid Metropolitan Area Human Services
Commission, Inc.,
an Oklahoma Non-Profit Corporation

Chairperson Signature

Printed Name

WITNESS:

Signature

Printed Name and Title

PURCHASE ORDER CLAIMS LIST

9/17/2013

FUND 10 DEPT 000 - N.A.

01-00565	STAERKEL VET CLINIC	PO0116134	REIMB/SPAY/NEUTER	\$180.00
01-00917	HD SUPPLY WATERWORKS	PO0115084	WATER METERS/ST	\$22,277.10
01-01955	T-MOBILE USA, INC.	PO0116219	MONTHLY SERVICE 8/13	\$2,888.55
01-01955	T-MOBILE USA, INC.	PO0116224	MONTHLY SERVICE 8/13	\$791.01
01-02292	FERRELL VETERINARY CLINIC	PO0116135	REIMB/SPAY/NEUTER	\$110.00
01-03030	OKLAHOMA UNIFORM BUILDING CODE COM	PO0116145	OUBCC FEES 8/13	\$588.00
01-04116	DOWNTOWN THREADS	PO0116014	HATS/ST	\$3,610.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0116091	FILTERS/ST	\$242.12
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0116019	DIESEL/ST	\$23,537.55
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0116258	DIESEL/ST	\$24,368.97
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0116259	UNLEADED FUEL/ST	\$24,681.93
01-15125	OK GAS & ELECTRIC	PO0116264	MONTHLY SERVICE 8/13	\$15,819.33
01-15125	OK GAS & ELECTRIC	PO0116268	MONTHLY SERVICE 8/13	\$39,688.11
01-15125	OK GAS & ELECTRIC	PO0116274	MONTHLY SERVICE 8/13	\$2,286.60
01-15125	OK GAS & ELECTRIC	PO0116278	MONTHLY SERVICE 8/13	\$371.20
01-15125	OK GAS & ELECTRIC	PO0116284	MONTHLY SERVICE 8/13	\$1,361.51
01-15125	OK GAS & ELECTRIC	PO0116368	MONTHLY SERVICE 8/13	\$16,263.10
01-15127	OK NATURAL GAS	PO0116220	MONTHLY SERVICE 8/13	\$491.64
01-15127	OK NATURAL GAS	PO0116223	MONTHLY SERVICE 8/13	\$478.37
01-19047	AT & T	PO0116228	MONTHLY SERVICE 9/13	\$7,375.79
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0116056	REIMB/SPAY/NEUTER	\$115.00
01-33090	CAT CLINIC, INC.	PO0116064	REIMB/SPAY/NEUTER	\$230.00
01-66190	AT&T	PO0116229	MONTHLY SERVICE 9/13	\$1,555.68
N.A. TOTAL				\$189,311.56

FUND 10 DEPT 100 - ADM. SERVICES

01-00606	MUNCY PHOTOGRAPHY	PO0116154	PICTURES/COMMISSIONERS	\$612.50
01-01163	ADVANCED WATER SOLUTIONS	PO0116147	WATER COOLER RENTAL 8/13	\$34.25
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,590.63
01-02790	GLOBAL SPECTRUM	PO0116207	CATERING/HOSPITALITY SUITE	\$1,427.00
01-02790	GLOBAL SPECTRUM	PO0116208	CATERING/INTERN WELCOME	\$918.11
01-02812	MIKE KLEMME PHOTOGRAPHY, INC.	PO0116355	BOOKS/CELEBRATING ENID	\$5,000.00
01-16004	PDQ PRINTING	PO0116173	NEWSLETTERS	\$1,680.00
01-16145	PETTY CASH	PO0116330	REIMB/MEAL/E BENSON	\$126.19
01-16145	PETTY CASH	PO0116330	REIMB/MILEAGE/W BOX	\$133.96
01-16145	PETTY CASH	PO0116330	REIMB/MEAL/S KIME	\$65.22
01-16145	PETTY CASH	PO0116330	REIMB/MILEAGE/J RILEY	\$110.73
01-43820	SKILLPATH SEMINARS	PO0116060	SKILLPATH SEMINAR/L BLODGETT	\$99.00
ADM. SERVICES TOTAL				\$11,797.59

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,149.58
01-03236	GRAYSON, ANA MARIA	PO0116362	TUITION REIMBURSEMENT	\$1,000.00
01-03611	ICIMS, INC.	PO0116211	ADDITIONAL SOFTWARE LICENSE	\$225.00
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0116346	ELEVATOR MAINTENANCE 9/13	\$243.40
01-04216	HATFIELD, JEFF	PO0116349	TUITION REIMB/FALL 2013	\$606.74
01-16145	PETTY CASH	PO0116338	REIMB/DOT TESTING/J MILLS	\$80.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0116348	PHYSICALS	\$375.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0116348	EMPLOYEE SCREENING (2)	\$90.00
01-51430	ENID P T PROFESSIONALS	PO0116344	PRE EMPLOYMENT SCREENING (7)	\$975.00
HUMAN RESOURCES TOTAL				\$4,744.72

FUND 10 DEPT 120 - LEGAL SVCS.

01-01284	MOORAD, AMAL E. MD.	PO0116315	WC/MEDICAL	\$197.36
01-01284	MOORAD, AMAL E. MD.	PO0116339	WC/MEDICAL	\$319.40
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,151.07
01-02425	MCGEE EYE INSTITUTE	PO0116337	WC/MEDICAL	\$994.91
01-02425	MCGEE EYE INSTITUTE	PO0116366	WC/MEDICAL	\$3,097.95
01-02568	MSC GROUP, INC.	PO0116319	WC/MEDICAL	\$20.14
01-03028	ALLIANCE BENEFIT GROUP	PO0116332	2ND QTR WORKERS COMP REVIEW	\$1,000.00

01-03921	EXPRESS SCRIPTS, INC.	PO0116300	WC/MEDICAL	\$286.99
01-03921	EXPRESS SCRIPTS, INC.	PO0116313	WC/MEDICAL	\$10.78
01-03921	EXPRESS SCRIPTS, INC.	PO0116335	WC/MEDICAL	\$352.72
01-03921	EXPRESS SCRIPTS, INC.	PO0116364	WC/MEDICAL	\$1,806.45
01-04036	CLAIM ONE, LLC	PO0116305	WC/MEDICAL	\$581.33
01-04036	CLAIM ONE, LLC	PO0116340	WC/MEDICAL	\$1,013.17
01-04118	ARENS, EDWARDS	PO0116306	WC/MEDICAL	\$594.97
01-04202	DAVID E JOHNSEN, PHD	PO0115982	DEPOSITION FEE	\$800.00
01-16145	PETTY CASH	PO0116338	REIMB/MILEAGE/A CHISM	\$113.55
01-16145	PETTY CASH	PO0116338	REIMB/FILING FEES	\$215.70
01-16145	PETTY CASH	PO0116338	REIMB/MILEAGE/C STEIN	\$76.02
01-33380	OPFER, DAVID	PO0115980	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0116141	WC/MEDICAL	\$317.36
01-39640	RADIOLOGY ASSOC. OF ENID	PO0116322	WC/MEDICAL	\$14.34
01-52860	SURGERY CENTER OF ENID	PO0116367	WC/MEDICAL	\$1,985.87
LEGAL SVCS. TOTAL				\$15,267.44

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0116005	WATER COOLER RENTAL 8/13	\$8.50
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$542.25
01-02048	TMHC SERVICES, INC	PO0116295	ONLINE TRAINING/L ANGUIANO	\$27.50
SAFETY TOTAL				\$578.25

FUND 10 DEPT 200 - GENERAL GOV'T.

01-01136	MALATIN, BETH	PO0116125	TRANSCRIPT SERVICES	\$693.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$813.42
01-02656	ROGGOW CONSULTING	PO0114766	PROFESSIONAL SERVICES 8/13	\$4,000.00
01-04065	DISPUTE RESOLUTION CONSULTANTS, INC	PO0116116	PROFESSIONAL LEGAL SERVICES	\$1,830.22
01-05134	ENID NEWS & EAGLE	PO0116262	PUBLICATIONS	\$126.00
01-05134	ENID NEWS & EAGLE	PO0116263	PUBLICATIONS	\$76.00
01-07098	GARFIELD CO. TREASURER	PO0116316	MOWING/CLEANING CERTIFICATION	\$20.46
01-10040	JUMBO FOODS, INC.	PO0116155	MEAL/COMMISSIONERS MEETING	\$269.75
01-16145	PETTY CASH	PO0116341	REIMB/PROPERTY TAXES	\$8.00
01-16145	PETTY CASH	PO0116341	REIMB/PROPERTY TAXES	\$78.00
01-16147	PEGASYS	PO0116136	PEGASYS RENT 8/13	\$1,560.00
01-16147	PEGASYS	PO0115385	RELOCATION COSTS	\$3,825.00
01-16147	PEGASYS	PO0116136	PEGASYS RENT 8/13	\$1,000.00
01-18089	RSVP, INC.	PO0116153	MAINTENANCE 8/13	\$100.00
01-42400	AT & T	PO0116227	MONTHLY SERVICE 9/13	\$471.91
01-80352	STERLING CODIFIERS, INC.	PO0116318	CODE SUPPLEMENT	\$785.00
GENERAL GOV'T. TOTAL				\$15,656.76

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0116146	WATER COOLER RENTAL 8/13	\$28.25
01-01472	STAPLES ADVANTAGE	PO0116260	STAMP	\$27.10
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$172.57
01-16004	PDQ PRINTING	PO0116077	WINDOW ENVELOPES	\$125.00
ACCOUNTING TOTAL				\$352.92

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$508.00
01-02047	CHICKASAW TELECOM, INC.	PO0115976	EMAIL SECURITY SUPPORT	\$4,144.98
01-03163	SUDDENLINK-COE	PO0114655	INTERNET SERVICE 8/13	\$2,925.00
INFORMATION TECHNOLOGY TOTAL				\$7,577.98

FUND 10 DEPT 300 - COMMUNITY DEVELOPEMENT

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,329.25
01-35010	BAUER, CHRIS	PO0116356	REIMB/MILEAGE	\$1,335.09
COMMUNITY DEVELOPEMENT TOTAL				\$2,664.34

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$220.74
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/1227 N 13TH	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/E WALNUT	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/922 E PINE	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/1214 N 10TH	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/1621 E WALNUT	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/2401 E BIRCH	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/2411 E OAK	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116063	MOW/2901 E WALNUT	\$175.00
01-02639	RON'S MOWING SERVICE	PO0116075	MOW/1329 N 10TH	\$275.00
01-02639	RON'S MOWING SERVICE	PO0116139	MOW/1822 E LOCUST	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116139	MOW/209 N 5TH	\$75.00
01-02639	RON'S MOWING SERVICE	PO0116265	MOW/1521 N KENNEDY	\$75.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/2614 N MADISON	\$175.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/2616 N MADISON	\$80.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/927 E OKLAHOMA	\$80.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/1613 W MAINE	\$80.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/1507 E BROADWAY	\$80.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/820 E BROADWAY	\$80.00
01-03924	GIRLS GETTER DONE	PO0116266	MOW/1413 N 14TH	\$80.00
01-03924	GIRLS GETTER DONE	PO0116266	MOW/1002 N DAVIS	\$80.00
01-03924	GIRLS GETTER DONE	PO0116266	MOW/1028 N 5TH	\$80.00
01-16145	PETTY CASH	PO0116341	REIMB/FILING FEES	\$260.00
CODE ENFORCEMENT TOTAL				\$2,495.74

FUND 10 DEPT 400 - ENGINEERING

01-01781	COSSIN, TOM	PO0116137	REIMB/TRAVEL/APWA CONF	\$1,208.08
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$879.38
01-02999	VISION INTERNET PROVIDERS, INC.	PO0116354	SOFTWARE CUSTOMIZATION	\$5,368.50
01-04116	DOWNTOWN THREADS	PO0116126	LOGO SHIRTS (5)	\$156.71
01-04210	GDANSKI, CHRISTOPHER	PO0116256	REIMB/MEAL/MILEAGE/LODGING	\$384.29
ENGINEERING TOTAL				\$7,996.96

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$4,942.56
01-02082	AT&T MOBILITY	PO0116217	MONTHLY SERVICE 9/13	\$205.90
01-03000	CARTER PAINT CO.	PO0116101	PAINT	\$126.22
01-03178	CARPET PLUS	PO0116352	CARPET INSTALLATION	\$1,968.27
01-50210	LOWE'S HOME CENTERS, INC.	PO0116204	BATTERY PACK/CHARGER/FILTERS	\$997.40
PUBLIC WORKS MGMT TOTAL				\$8,240.35

FUND 10 DEPT 710 - FLEET MANAGEMENT

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0116103	FLASHLIGHTS	\$152.25
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$927.95
01-02540	SAFETY PLUS AND MORE, INC.	PO0116051	FIRST AID KITS	\$119.25
01-03665	WHITTON SUPPLY CO.	PO0116015	GRINDING WHEEL	\$53.73
01-03665	WHITTON SUPPLY CO.	PO0116041	BITS SET	\$59.99
01-04116	DOWNTOWN THREADS	PO0116050	LOGO SHIRTS (10)	\$243.40
01-12098	LAWSON PRODUCTS, INC.	PO0116106	FUSES/BOLTS/SCREWS	\$258.78
01-13218	MYERS TIRE SUPPLY, INC.	PO0116047	VALVES/LEAD	\$156.92
01-15132	O'REILLY AUTO PARTS, INC.	PO0116006	DRAIN STOPPER	\$39.98
01-16004	PDQ PRINTING	PO0116046	BUSINESS CARDS/K LETTEER	\$60.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0116007	F/E ANNUAL SERVICE 8/13	\$308.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0116049	F/E ANNUAL SERVICE 7/13	\$68.00
01-35300	UNIFIRST, INC.	PO0116010	SHOP TOWEL SERVICE 7/13	\$82.99
01-35300	UNIFIRST, INC.	PO0116021	SHOP TOWEL SERVICE 8/13	\$330.06
01-50210	LOWE'S HOME CENTERS, INC.	PO0116204	SEALER/SPRAY GUN/THINNER	\$220.66
01-80246	ATWOODS	PO0116003	JEANS/C TOWNLEY	\$59.97
01-80246	ATWOODS	PO0116003	JEANS/L THOMAS	\$60.00
01-80246	ATWOODS	PO0116003	BOOTS/L THOMAS	\$125.00
FLEET MANAGEMENT TOTAL				\$3,326.93

FUND 10 DEPT 730 - PARKS & RECREATION

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0116150	REBAR/STAKES	\$26.47
01-01102	ATHEY LUMBER CO., INC.	PO0116022	KNEE PADS	\$24.99
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$9,959.46
01-02082	AT&T MOBILITY	PO0116217	MONTHLY SERVICE 9/13	\$64.85
01-02736	BYRIN'S LAWN CARE	PO0116252	TREE REMOVAL/MEADOWLAKE	\$2,450.00
01-03107	CHEM-CAN SERVICES, INC.	PO0116068	PORTABLE TOILET RENTAL 8/13	\$418.00
01-03107	CHEM-CAN SERVICES, INC.	PO0116068	PORTABLE TOILET RENTAL 9/13	\$154.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0116034	V933 KEYS	\$12.12
01-04116	DOWNTOWN THREADS	PO0116149	LOGO SHIRTS (5)	\$111.70
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0116163	LIFT RENTAL 7/13	\$3,443.58
01-05005	ENID CONCRETE CO., INC.	PO0116065	CONCRETE	\$284.00
01-05005	ENID CONCRETE CO., INC.	PO0116069	CONCRETE	\$460.00
01-12041	LUBER BROS., INC.	PO0116172	V563 BLADES/WASHER/MOUNT	\$1,321.27
01-12098	LAWSON PRODUCTS, INC.	PO0116027	WASHER/CONNECTOR	\$289.53
01-13017	MUNN SUPPLY, INC.	PO0116026	SAFETY GLASSES	\$18.51
01-14004	NORTH CUTT CHEVROLET, INC.	PO0116108	V651 DOOR HANDLE	\$50.74
01-16104	PAVING MAINTENANCE SUPPLY	PO0116176	DIVERTOR	\$1,429.20
01-16145	PETTY CASH	PO0116341	REIMB/MILEAGE/J FOOS	\$141.98
01-33210	P & K EQUIPMENT, INC.	PO0115705	T567 REPAIR	\$5,002.60
01-33220	ZALOUDEK, F. W.	PO0116025	IDLER SPRING	\$14.70
01-33220	ZALOUDEK, F. W.	PO0116171	MOWER CANOPY	\$1,960.00
01-40180	WAY OUT WEST	PO0116001	BOOTS/D COLQUITT	\$125.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0116204	ROUTER/TABLE/BEARING	\$325.82
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116024	EDGER BLADES/BELT	\$41.06
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116174	DIESEL ADDITIVE	\$442.50
01-51430	ENID P T PROFESSIONALS	PO0116344	PRE EMPLOYMENT TEST	\$75.00
01-80246	ATWOODS	PO0116003	JEANS/S BUCKLES	\$59.94
01-80246	ATWOODS	PO0116003	BOOTS/S BUCKLES	\$119.99
01-80246	ATWOODS	PO0116067	JEANS/W MOODY	\$59.94
01-80246	ATWOODS	PO0116067	BOOTS/W MOODY	\$119.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0116151	CUT KEY	\$1.39
PARKS & RECREATION TOTAL				\$29,008.32

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

01-00447	FRONTIER EQUIP. SALES, LLC	PO0116045	V2300 CURTAIN	\$90.16
01-00838	ROBERTS TRUCK CENTER, INC.	PO0116029	V939 SENSOR/LABOR	\$536.87
01-00878	BROWN'S SHOE FIT COMPANY	PO0116181	BOOTS/D CASH	\$125.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,326.03
01-02243	BB MACHINE & SUPPLY, INC.	PO0116098	V193 FITTINGS	\$9.45
01-02243	BB MACHINE & SUPPLY, INC.	PO0116098	BEARING/TUBES	\$376.45
01-02243	BB MACHINE & SUPPLY, INC.	PO0116162	MOWER BLADES	\$1,509.12
01-02639	RON'S MOWING SERVICE	PO0116139	MOW/SOUTH HWY 81	\$1,000.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0116034	V7119 DIAGNOSTICS TEST	\$96.00
01-03924	GIRLS GETTER DONE	PO0116143	MOW/CLEAN VAN BUREN/IMO	\$1,500.00
01-04033	DOLESE BROTHERS CO., INC.	PO0116023	CRUSHER RUN	\$1,760.94
01-04033	DOLESE BROTHERS CO., INC.	PO0116084	CRUSHER RUN	\$655.79
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0116186	V572 TRACTOR TIRE	\$1,334.00
01-04208	POSTIER FARMS	PO0116194	MOW/HWY 412	\$500.00
01-04209	PATTERSON MOWING	PO0116212	MOW/GARRIOTT/78TH/30TH	\$1,000.00
01-13017	MUNN SUPPLY, INC.	PO0116032	GLOVES (17)	\$95.23
01-19165	STEVENS FORD, INC.	PO0116168	V107 ALTERNATOR	\$1,414.17
01-33210	P & K EQUIPMENT, INC.	PO0116089	V583 WHEEL/FREIGHT	\$452.94
01-33210	P & K EQUIPMENT, INC.	PO0116089	V571 CAP	\$11.99
01-33210	P & K EQUIPMENT, INC.	PO0116089	KEYS	\$54.84
01-33220	ZALOUDEK, F. W.	PO0116086	V541 MOWER BLADES	\$138.84
01-33220	ZALOUDEK, F. W.	PO0116086	RELAY/FAN	\$307.10
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116079	WEED EATER PARTS/STRING	\$171.09
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116174	DIESEL ADDITIVE	\$442.50
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0116157	PROPANE	\$1,993.01
01-80224	T & M PRINTING, INC.	PO0116066	TIMECARDS/WORK ORDERS	\$80.55
01-80246	ATWOODS	PO0116067	JEANS/D CASH	\$60.00
STRMWTR & ROADWAY MAINT TOTAL				\$17,042.07

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00878	BROWN'S SHOE FIT COMPANY	PO0116002	BOOTS/F SWEET	\$162.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,113.23
01-02525	PAGE PLUS, INC.	PO0116226	MONTHLY SERVICE 9/13	\$8.97
01-03878	MORRISON SUPPLY COMPANY	PO0115998	AIR FILTER	\$20.85
01-05005	ENID CONCRETE CO., INC.	PO0116167	CONCRETE	\$212.44
01-05067	ENID GLASSWORKS, INC.	PO0116008	V601 DOOR GLASS	\$90.00
01-07030	GADES SALES CO., INC.	PO0116115	MONITORS	\$1,907.25
01-07030	GADES SALES CO., INC.	PO0116200	SOLAR ENGINE/POST MOUNT	\$1,625.00
01-13017	MUNN SUPPLY, INC.	PO0115999	WELDERS GLOVES	\$60.51
01-16104	PAVING MAINTENANCE SUPPLY	PO0116148	HOSE/PUMP/LABOR	\$947.40
01-18116	RAMSEY'S WHAT EVER STORE	PO0116000	TAPE MEASURE/WRENCH	\$8.94
TECHNICAL SERVICES TOTAL				\$6,156.59

FUND 10 DEPT 900 - LIBRARY

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$2,659.85
01-03356	OVERDRIVE, INC.	PO0116070	LIBY14-1 BOOKS (14)	\$229.70
LIBRARY TOTAL				\$2,889.55

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0116267	EMA SALES TAX TRANSFER 9/13	\$779,132.55
01-19099	SECURITY NATIONAL BANK	PO0116270	SCHOOL SALES TAX TRANSFER 9/13	\$120,339.72
01-77520	BANK OF OKLAHOMA, NA	PO0116269	SCHOOL BOND TAX TRANSFER 9/13	\$85,074.64
SALES TAX TRANS. TOTAL				\$984,546.91

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-00447	FRONTIER EQUIP. SALES, LLC	PO0114293	PARK SWEEPER	\$71,511.40
01-02999	VISION INTERNET PROVIDERS, INC.	PO0116197	SYSTEM UPGRADE	\$12,750.00
CAPITAL ASSETS & PROJECTS TOTAL				\$84,261.40

FUND 14 DEPT 145 - HEALTH FUND

01-01869	DEARBORN LIFE INSURANCE CO.	PO0116363	MONTHLY PREMIUMS 9/13	\$2,393.40
01-25008	YMCA	PO0116073	WELLNESS DOLLARS	\$100.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0116345	TPA FEES 9/13	\$478.40
01-70870	FOCUS INSTITUTE, INC.	PO0116164	MONTHLY EAP SERVICE 8/13	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0116133	DENTAL FEES 8/13	\$1,796.07
01-78180	BLUE CROSS BLUE SHIELD OK	PO0116133	DENTAL CLAIMS 8/13	\$17,702.49
01-78180	BLUE CROSS BLUE SHIELD OK	PO0116133	HEALTH FEES 8/13	\$37,564.80
01-78180	BLUE CROSS BLUE SHIELD OK	PO0116133	HEALTH CLAIMS 8/13	\$359,192.34
HEALTH FUND TOTAL				\$420,460.83

FUND 20 DEPT 205 - AIRPORT

01-00540	SIMONS PETROLEUM, LLC	PO0116307	DIESEL	\$929.73
01-00540	SIMONS PETROLEUM, LLC	PO0116361	GASOLINE	\$1,296.18
01-01156	AMERICAN ASSOC. OF AIR EXECUTIVES	PO0116301	AAAE MEMBERSHIP DUES	\$275.00
01-01396	VAISALA	PO0116308	AWOS MAINTENANCE 8/13	\$354.17
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$41.00
01-02712	FARMER BROS. CO.	PO0116302	COFFEE	\$47.17
01-05134	ENID NEWS & EAGLE	PO0116263	PUBLICATIONS	\$95.48
01-23062	WATER ONE, INC.	PO0116312	RO RENTAL 9/13	\$47.00
01-23076	WING AERO PRODUCTS, INC.	PO0116311	AVIATION MANUAL	\$114.66
01-30830	LOCKE SUPPLY, INC.	PO0116124	EVAP FOAM	\$34.53
01-34860	J. A. BENGE CO.	PO0116309	PROFESSIONAL SERVICES	\$126.68
01-42400	AT & T	PO0116227	MONTHLY SERVICE 9/13	\$566.65
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0116314	PROPERTY INSURANCE	\$211.10
01-80343	FENTRESS OIL COMPANY, INC.	PO0116093	OIL/ST	\$272.85
AIRPORT TOTAL				\$4,412.20

FUND 22 DEPT 225 - GOLF

01-00540	SIMONS PETROLEUM, LLC	PO0116165	DIESEL	\$936.36
01-00540	SIMONS PETROLEUM, LLC	PO0116165	GASOLINE	\$492.54
01-00540	SIMONS PETROLEUM, LLC	PO0116175	GASOLINE	\$647.22
01-00540	SIMONS PETROLEUM, LLC	PO0116175	DIESEL	\$1,035.30
01-01338	J & P SUPPLY, INC.	PO0116057	AIR FRESHENER	\$17.50
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$698.65
01-02208	SOONER PUBLISHING MARKETING & CREA	PO0116188	ADVERTISING	\$320.00
01-02446	JOHN DEERE FINANCIAL	PO0114648	MOWER LEASE 9/13	\$622.37
01-15132	O'REILLY AUTO PARTS, INC.	PO0116058	TIRE PLUGS/BELTS	\$8.72
01-33210	P & K EQUIPMENT, INC.	PO0116059	BELTS/ENGINE OIL	\$84.48
01-66210	YAMAHA MOTOR CORPORATION USA	PO0114851	GOLF CART LEASE 8/13	\$2,649.00
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0116061	BUSHING/BALL JOINT/ROLLER	\$749.72
			GOLF TOTAL	\$8,261.86

FUND 30 DEPT 305 - ST. & ALLEY

01-60230	RICK LORENZ CONSTRUCTION	PO0116201	E-1402 WATERLINE LEAK REPAIR	\$1,560.39
01-60230	RICK LORENZ CONSTRUCTION	PO0104603	R-1201A 2012 LOCAL STREET PROG	\$450.17
01-60230	RICK LORENZ CONSTRUCTION	PO0109925	R-1201A 2012 LOCAL STREET PROG	\$3,116.25
01-60230	RICK LORENZ CONSTRUCTION	PO0110835	R-1201A ACCESS ROAD IMPROV	\$23,502.58
			ST. & ALLEY TOTAL	\$28,629.39

FUND 31 DEPT 230 - UTILITY BILLING

01-00630	DIAMOND SOFTWARE, INC.	PO0116253	GENERAL CONSULTING SVCS	\$140.63
01-01163	ADVANCED WATER SOLUTIONS	PO0116254	WATER COOLER RENTAL 8/13	\$22.25
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	(\$5.87)
01-16004	PDQ PRINTING	PO0116255	DOOR HANGERS	\$190.00
01-16018	POSTMASTER	PO0116158	POSTAGE	\$20,000.00
			UTILITY BILLING TOTAL	\$20,347.01

FUND 31 DEPT 315 - EMA

01-01232	HERRING, RUSSELL	PO0115981	WC/MEDICAL	\$289.00
01-01232	HERRING, RUSSELL	PO0116142	WC/MEDICAL	\$289.00
01-04032	CHARTIER, NATHAN	PO0115979	WC/MEDICAL	\$323.00
01-04032	CHARTIER, NATHAN	PO0116140	WC/MEDICAL	\$323.00
			EMA TOTAL	\$1,224.00

FUND 31 DEPT 760 - SOLID WASTE

01-00146	CINTAS CORPORATION LOC. 624	PO0116184	SHOP TOWEL SERVICE 9/13	\$59.47
01-00146	CINTAS CORPORATION LOC. 624	PO0116191	SHOP TOWEL SERVICE 8/13	\$111.84
01-00612	PHYSICIANS GROUP, LLC	PO0116317	WC/MEDICAL	\$204.20
01-00838	ROBERTS TRUCK CENTER, INC.	PO0116029	V226 DIAGNOSTIC TEST	\$146.49
01-00838	ROBERTS TRUCK CENTER, INC.	PO0116187	V215 DIAGNOSTIC TEST	\$2,132.14
01-00965	NORTHWEST SURGICAL HOSPITAL	PO0116323	WC/MEDICAL	\$378.20
01-01163	ADVANCED WATER SOLUTIONS	PO0116183	WATER COOLER RENTAL 8/13	\$30.00
01-01363	J & R EQUIPMENT, LLC	PO0113412	V213 REPLACEMENT VALVE	\$7,286.84
01-01363	J & R EQUIPMENT, LLC	PO0116013	V218 SWITCH	\$646.77
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$7,027.37
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0116189	WRENCH/ADAPTOR/SOCKET	\$175.70
01-02043	RUSH TRUCK CENTERS	PO0116028	V239 RUBBER MOUNT	\$380.88
01-02082	AT&T MOBILITY	PO0116217	MONTHLY SERVICE 9/13	\$63.70
01-02243	BB MACHINE & SUPPLY, INC.	PO0116190	HOSE	\$80.27
01-02243	BB MACHINE & SUPPLY, INC.	PO0116192	HOSE/O-RING	\$138.88
01-02243	BB MACHINE & SUPPLY, INC.	PO0116193	HOSE	\$90.57
01-03000	CARTER PAINT CO.	PO0116101	PAINT	\$84.24
01-03001	CUMMINS SOUTHERN PLAINS	PO0116020	V260 BELT/SCREW/GASKET	\$499.69
01-03022	CULLIGAN WATER CONDITION, INC.	PO0116076	BOTTLED WATER 7/13	\$6.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0116076	BOTTLED WATER 8/13	\$6.00
01-03583	MCKINLEY LUMBER, LLC.	PO0116117	LUMBER	\$717.37
01-04033	DOLESE BROTHERS CO., INC.	PO0116114	GRAVEL	\$2,078.54

01-04033	DOLESE BROTHERS CO., INC.	PO0116182	CRUSHER RUN	\$732.38
01-04033	DOLESE BROTHERS CO., INC.	PO0116198	CRUSHER RUN	\$10,236.97
01-04033	DOLESE BROTHERS CO., INC.	PO0116251	CRUSHER RUN	\$1,234.15
01-04206	DELANGEL, SARA	PO0116179	REIMB/MEALS/APWA CONF	\$603.94
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0116105	FILTERS	\$148.61
01-07102	GARFIELD R W D #5	PO0116072	WATER USAGE 8/13	\$44.69
01-12098	LAWSON PRODUCTS, INC.	PO0116027	FITTINGS	\$264.74
01-12098	LAWSON PRODUCTS, INC.	PO0116106	FITTINGS/GLOVES	\$631.11
01-16145	PETTY CASH	PO0116333	REIMB/CDL/B WYNKOOOP	\$41.50
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0116016	PAINT	\$68.49
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0116292	PAINT	\$156.19
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0116012	V238 STUD/NUTS	\$81.30
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0116017	V225 CAP	\$29.49
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0116109	V218 AIR DRYER	\$295.02
01-20106	T & W TIRE, INC.	PO0116053	V236 STEEL WHEEL	\$200.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0116074	F/E INSPECTIONS (18)	\$216.00
01-39640	RADIOLOGY ASSOC. OF ENID	PO0116320	WC/MEDICAL	\$28.68
01-50210	LOWE'S HOME CENTERS, INC.	PO0116180	RAKE	\$14.23
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116174	DIESEL ADDITIVE	\$442.50
01-56300	TRUCK PRO, INC.	PO0116177	CLEANER/RATCHET	\$142.97
01-59360	FASTENAL COMPANY	PO0116030	COMPACTOR	\$57.19
01-61070	PINNACLE NEURO CARE INC	PO0116328	WC/MEDICAL	\$121.14
01-76490	ENID EYE CLINIC	PO0116329	WC/MEDICAL	\$95.00
01-80239	BASS OCCUPATIONAL HEALTH SERVICE	PO0116303	WC/MEDICAL	\$265.44
01-80246	ATWOODS	PO0116067	JEANS/J CRANE	\$59.94
01-80343	FENTRESS OIL COMPANY, INC.	PO0116104	OIL	\$3,972.20
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0116178	CUT KEY	\$5.56
SOLID WASTE TOTAL				\$42,534.59

FUND 31 DEPT 790 - WATER DEPARTMENT

01-01178	ACCURATE, INC.	PO0115991	SAMPLE ANALYSIS 8/13	\$597.50
01-01178	ACCURATE, INC.	PO0116213	SAMPLE ANALYSIS 8/13	\$635.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$883.64
01-02525	PAGE PLUS, INC.	PO0116226	MONTHLY SERVICE 9/13	\$8.97
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0115989	VOLT METER	\$116.53
01-06001	FARMERS ELEVATOR CO.	PO0115995	ANTIFREEZE	\$10.95
01-06001	FARMERS ELEVATOR CO.	PO0116215	FUSE	\$1.80
01-13017	MUNN SUPPLY, INC.	PO0115988	CYLINDER	\$10.35
01-15132	O'REILLY AUTO PARTS, INC.	PO0115997	BALL MOUNT	\$32.98
01-16010	PIONEER TELEPHONE CO., INC.	PO0115990	MONTHLY SERVICE 9/13	\$54.67
01-18116	RAMSEY'S WHAT EVER STORE	PO0115996	PIPE WRENCH	\$77.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0115987	WEEDEATER CABLE	\$13.99
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116214	BLADE	\$17.62
WATER DEPARTMENT TOTAL				\$2,461.00

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0116096	SHOP TOWEL SERVICE 8/13	\$219.62
01-00917	HD SUPPLY WATERWORKS	PO0116216	SPLICER KIT	\$175.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0116094	METAL/ANGLE	\$879.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0116120	REBAR	\$31.00
01-01102	ATHEY LUMBER CO., INC.	PO0116033	SCREWS/WASHERS	\$64.00
01-01178	ACCURATE, INC.	PO0116085	SAMPLE ANALYSIS 8/13	\$385.00
01-01178	ACCURATE, INC.	PO0116062	FECAL COLIFORM	\$490.00
01-01178	ACCURATE, INC.	PO0116062	SAMPLE ANALYSIS 8/13	\$181.18
01-01178	ACCURATE, INC.	PO0116062	C CLASS/EXAM/D STEPHENS	\$395.00
01-01178	ACCURATE, INC.	PO0116123	SAMPLE ANALYSIS 8/13	\$180.00
01-01178	ACCURATE, INC.	PO0116160	SAMPLE ANALYSIS 8/13	\$1,124.04
01-01338	J & P SUPPLY, INC.	PO0116112	TOWELS/BLEACH/SANITIZER	\$369.74
01-01338	J & P SUPPLY, INC.	PO0116210	DEODORIZER	\$25.03
01-01583	ORTHOPEDIC ASSOCIATES, INC.	PO0116331	WC/MEDICAL	\$180.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$6,910.88
01-03176	HIBON, INC.	PO0113439	BLOWER REPAIR	\$4,865.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0116110	V309 FILTERS	\$84.41
01-03532	UNITED LABORATORIES, INC.	PO0116119	BACTERIAL TREATMENT 8/13	\$677.43
01-04116	DOWNTOWN THREADS	PO0116088	LOGO SHIRTS (14)	\$169.10
01-04116	DOWNTOWN THREADS	PO0116043	LOGO EMBROIDERY (14)	\$57.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0116036	COUPLINGS/PVC/CEMENT	\$134.41

01-05005	ENID CONCRETE CO., INC.	PO0116037	CONCRETE	\$231.00
01-05010	ENID IRON & METAL CO., INC.	PO0116081	FLAT IRON	\$122.40
01-07036	GRAINGER, INC.	PO0116042	RATCHET COMBO/WRENCH COMBO	\$630.12
01-08018	HOTSY OF OKLAHOMA, INC.	PO0116090	HOSE FITTINGS	\$6.49
01-08018	HOTSY OF OKLAHOMA, INC.	PO0116159	POWER WASHER	\$2,100.00
01-08031	HACH COMPANY, INC.	PO0116048	COD SOLUTION	\$331.73
01-13017	MUNN SUPPLY, INC.	PO0116055	ARGON CYLINDER	\$7.13
01-13089	MERRIFIELD OFFICE SUPPLY	PO0116092	TRASH CAN	\$5.00
01-13158	MID-AMERICAN RES. CHEMICAL	PO0116039	INSECTICIDE	\$241.28
01-14118	NCL OF WISCONSIN	PO0116095	SAMPLE ANALYSIS 8/13	\$543.66
01-15132	O'REILLY AUTO PARTS, INC.	PO0116080	V332 WASHER PUMP/WIPER FLUID	\$27.25
01-15132	O'REILLY AUTO PARTS, INC.	PO0116080	AIR FRESHENER	\$18.95
01-15132	O'REILLY AUTO PARTS, INC.	PO0116156	FILE SHEETS	\$5.11
01-16145	PETTY CASH	PO0116333	REIMB/MILEAGE/MEAL/D STEPHENS	\$89.27
01-16145	PETTY CASH	PO0116333	REIMB/CDL/M HUMPHRIES	\$41.50
01-18116	RAMSEY'S WHAT EVER STORE	PO0116082	COUPLER/GAUGE/BUSHING	\$39.31
01-38030	DAL SECURITY, INC.	PO0116087	MONTHLY MONITORING 8/13	\$74.00
01-40180	WAY OUT WEST	PO0116004	BOOTS/M HUMPHRIES	\$125.00
01-40180	WAY OUT WEST	PO0116004	BOOTS/D ALBERTS	\$125.00
01-40180	WAY OUT WEST	PO0116152	BOOTS/J CARR	\$125.00
01-45590	RGA CO., INC.	PO0116040	HOSE/NOZZLES	\$506.59
01-50210	LOWE'S HOME CENTERS, INC.	PO0116078	DUCT TAPE/FLUORESCENT	\$80.59
01-56300	TRUCK PRO, INC.	PO0116113	V452 SEALER	\$8.09
01-59250	USA BLUEBOOK	PO0116044	GLOVES/PIPETS/SIGN STANDS	\$1,963.63
01-59250	USA BLUEBOOK	PO0116100	AIR HOSE/PLUG/ADAPTER	\$718.30
01-59250	USA BLUEBOOK	PO0116161	METAL DETECTOR/POWERLIFT	\$1,245.60
01-59250	USA BLUEBOOK	PO0116199	NAVICADE CONES (25)	\$1,712.35
01-80153	KINNUNEN, INC.	PO0116122	SAW BLADE	\$675.00
01-80246	ATWOODS	PO0116003	BOOTS/W NANCE	\$119.99
01-80246	ATWOODS	PO0116003	JEANS/T KEGIN	\$53.94
01-80246	ATWOODS	PO0116003	JEANS/M WILLIAMS	\$55.96
01-80246	ATWOODS	PO0116003	JEANS/M HUMPHRIES	\$59.97
01-80246	ATWOODS	PO0116003	JEANS/D ALBERTS	\$59.68
01-80246	ATWOODS	PO0116003	JEANS/W NANCE	\$79.92
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0116083	GAS CAN/DUST MASK	\$26.77
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0116083	TAPER FILE/CUT KEYS	\$8.27
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0116035	PRUNING TOOL	\$31.99
WATER RECLAMATION SVS TOTAL				\$29,892.68

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$1,552.77
EMA CAPITAL REPLACEMENT TOTAL				\$1,552.77

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

01-09006	INDUSTRIAL MATERIAL CORP.	PO0116209	M-1313 FRAME/DOOR	\$808.00
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0116195	PROFESSIONAL SERVICES	\$3,846.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0116203	M-1313 CEILING PANEL/SAW	\$1,531.72
E.E.D.A. TOTAL				\$6,185.72

FUND 33 DEPT 335 - V.D.A.

01-02828	WAYLAND BAPTIST UNIVERSITY	PO0116299	TUITION ASSISTANCE	\$600.00
01-03829	NOVAC, KYLE P	PO0116294	TEXTBOOK REIMBURSEMENT	\$37.49
01-03856	FIELDS, FREDERICK	PO0116297	TEXTBOOK REIMBURSEMENT	\$72.82
01-03989	HARRISON, MICHAEL J.	PO0116296	TEXTBOOK REIMBURSEMENT	\$92.41
01-04212	MANCHESTER, LYENDO	PO0116290	TEXTBOOK REIMBURSEMENT	\$100.00
01-04213	DANA, JESSICA	PO0116291	TEXTBOOK REIMBURSEMENT	\$100.00
01-04214	MARTINEZ, SHALIMAR	PO0116293	TEXTBOOK REIMBURSEMENT	\$15.00
01-43930	EMBRY-RIDDLE AERO UNIVERSITY	PO0116298	TUITION ASSISTANCE	\$7,850.00
V.D.A. TOTAL				\$8,867.72

FUND 40 DEPT 405 - CAP. IMPROVEMENT

01-02470	DERWIN'S CONSTRUCTION	PO0116071	M-1206A SIDEWALK RAMPS/CLEVELAND	\$2,495.98
01-03484	W L MCNATT & CO	PO0107603	M-1109F CONVENTION HALL RENO	\$55,277.40
01-03484	W L MCNATT & CO	PO0112170	M-1109F CONVENTION HALL RENO	\$90,890.00
01-03485	KEY CONST OKLAHOMA, LLC	PO0109564	M-1109E EVENT CENTER C/O 5	\$134,484.63
01-19037	STANDARD TESTING & ENGINEERING	PO0116261	R-1403A PROFESSIONAL SERVICES	\$200.00
CAP. IMPROVEMENT TOTAL				\$283,348.01

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-03808	ALAN PLUMMER ASSOCIATES, INC.	PO0110918	S-1303A WASTEWATER TREATMENT	\$2,747.90
01-04168	ENGINEERED SYSTEMS & ENERGY SOLUTION	PO0115207	S-0703E PROFESSIONAL SERVICES	\$1,448.00
01-08031	HACH COMPANY, INC.	PO0116222	S-0703E SLUDGE MONITORS (6)	\$14,658.00
01-12007	LUCKINBILL, INC.	PO0116257	PROF SVCS/CLEVELAND/RANDOLPH	\$195.00
SANITARY SEWER FUND TOTAL				\$19,048.90

FUND 43 DEPT 435 - STORMWATER FUND

01-00042	CP3 ENTERPRISES, INC.	PO0113875	F-1104B WOODRING ARPT DETENTION	\$178,610.24
STORMWATER FUND TOTAL				\$178,610.24

FUND 50 DEPT 505 - 911

01-03599	INFORMATION TECHNOLOGIES, INC.	PO0116360	ANNUAL SUPPORT 2014	\$12,820.50
01-66190	AT&T	PO0116287	MONTHLY SERVICE 8/13	\$1,329.48
01-66190	AT&T	PO0116357	MONTHLY SERVICE 9/13	\$9,653.92
911 TOTAL				\$23,803.90

FUND 51 DEPT 515 - POLICE

01-00695	CARDIAC SCIENCE, INC.	PO0116359	AED BATTERIES	\$1,494.00
01-00916	BAYSINGER POLICE SUPPLY	PO0116272	BADGE REPAIR	\$189.48
01-01780	B & B LAWN CARE	PO0116279	LAWN CARE 8/13	\$320.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$2,070.08
01-02082	AT&T MOBILITY	PO0116358	MONTHLY SERVICE 8/13	\$1,708.15
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0116281	THERMOSTAT	\$144.36
01-03599	INFORMATION TECHNOLOGIES, INC.	PO0116360	ANNUAL SUPPORT	\$12,820.50
01-04211	BILLY'S CUSTOM PAINT,BODY & WRECKE	PO0116273	TOW/IMPOUND	\$155.15
01-04215	WILSON, JASON	PO0116310	WC/MEDICAL	\$12.38
01-05067	ENID GLASSWORKS, INC.	PO0116008	V2042 WINDSHIELD	\$200.00
01-07041	GALL'S, INC.	PO0116282	SHIRTS/BOOTS	\$269.93
01-08005	HIBDON TIRE CENTERS	PO0116343	V2020 TIRES/V2024 TIRES	\$796.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0116288	LEGAL PAPER	\$110.00
01-14004	NORTHCUTT CHEVROLET, INC.	PO0116011	V2101 TIRE SENSOR	\$52.11
01-16004	PDQ PRINTING	PO0116275	APPLICANT BOOKS	\$350.00
01-16006	PHILLIPS PRINTING, INC.	PO0116277	STORED VEHICLE REPORTS	\$391.00
01-16145	PETTY CASH	PO0116325	REIMB/NOTARY FEE/D MORRIS	\$45.00
01-16145	PETTY CASH	PO0116325	REIMB/TAG	\$36.25
01-19087	SIRCHIE FINGER PRINT LAB	PO0116286	CARTRIDGES/TAPE	\$345.90
01-20108	TOTAL COM, INC.	PO0116271	RADIO REPAIR/PROGRAMMING	\$485.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0116056	REIMB/VACCINES/MEDS	\$75.60
01-39640	RADIOLOGY ASSOC. OF ENID	PO0116336	WC/MEDICAL	\$15.77
01-46560	GROOM CLOSET	PO0116283	DOG FOOD	\$71.04
01-50210	LOWE'S HOME CENTERS, INC.	PO0116276	RAGS	\$104.30
01-53300	ANIMAL CARE OF ENID, INC.	PO0116054	REIMB/VACCINES/MEDS	\$235.00
01-60230	RICK LORENZ CONSTRUCTION	PO0109945	R-1201A EPD PARKING LOT/ALLEY	\$79,713.36
01-70950	COPIERS PLUS, INC.	PO0116285	COPIER USAGE 8/13	\$290.74
01-80239	BASS OCCUPATIONAL HEALTH SERVICE	PO0116303	WC/MEDICAL	\$239.96
POLICE TOTAL				\$102,741.06

FUND 60 DEPT 605 - CONFERENCE CENTER

01-01338	J & P SUPPLY, INC.	PO0116205	M-1109H DEODORIZER/CLEANER	\$4,542.28
01-03017	CORNFORTH KEY SHOP, INC.	PO0116351	REKEY CSCC	\$146.00
01-03768	PRO MEDIA ULTRASOUND	PO0116206	M-1109H PROJECTION SCREEEN	\$2,210.50
01-15125	OK GAS & ELECTRIC	PO0116278	MONTHLY SERVICE 8/13	\$15,778.59
01-15125	OK GAS & ELECTRIC	PO0116368	MONTHLY SERVICE 8/13	\$15,127.91
01-57090	SYSCO FOOD SERVICE OF OKLAHOMA	PO0116196	M-1109H BEVERAGE MACHINE	\$1,146.04
CONFERENCE CENTER TOTAL				\$38,951.32

FUND 65 DEPT 655 - FIRE

01-00540	SIMONS PETROLEUM, LLC	PO0116353	OIL	\$1,051.38
01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0116247	GENERATOR BATTERIES	\$508.28
01-00867	CARTER CHEVROLET AGENCY, INC.	PO0114931	CREW CAB PICKUP	\$26,298.00
01-00957	NAFECO	PO0115828	RESCUE TRIPOD SYSTEM	\$3,855.00
01-01197	EVERYMAN'S OPTION LLC	PO0116248	OIL ABSORBENT	\$250.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$3,250.38
01-01947	METRO ANESTHESIA CONSTULTANTS, INC	PO0116327	WC/MEDICAL/MORGAN	\$280.81
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0116250	DRILL BITS/PLUG TAPS	\$23.76
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0114288	AIR CONDITIONER	\$1,990.00
01-02146	SPRINT NEXTEL	PO0116230	AIR CARDS	\$27.71
01-02363	CONRAD FIRE EQUIP., INC.	PO0116249	VALVE	\$228.30
01-03000	CARTER PAINT CO.	PO0116101	V1042 PAINT	\$137.95
01-03412	INTELLICORP RECORDS, INC.	PO0116238	BACKGROUND CHECKS	\$14.95
01-03897	MORGAN, NANCY	PO0116324	WC/MILEAGE	\$229.09
01-03897	MORGAN, NANCY	PO0115978	WC/MEDICAL	\$505.28
01-03897	MORGAN, NANCY	PO0116138	WC/MEDICAL	\$505.28
01-04030	WELDON PARTS, INC.	PO0116242	V1031/V1034 LENS	\$43.45
01-04189	BULLEX, INC.	PO0115703	PORTABLE FIRE EXTINGUISHER	\$10,282.91
01-12007	LUCKINBILL, INC.	PO0116236	ANNUAL SPK INSPECTION 8/13	\$250.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0116235	PENS/MARKERS	\$15.52
01-15132	O'REILLY AUTO PARTS, INC.	PO0116241	V1039 OIL FILTER	\$3.29
01-15132	O'REILLY AUTO PARTS, INC.	PO0116241	V1040 LAMP	\$4.20
01-15132	O'REILLY AUTO PARTS, INC.	PO0116241	LIGHT BULBS/PAINT/FILTERS	\$290.71
01-16145	PETTY CASH	PO0116325	REIMB/TAG	\$36.25
01-16145	PETTY CASH	PO0116325	REIMB/LODGING/MEAL/T HAYS	\$265.98
01-19165	STEVENS FORD, INC.	PO0116244	V1019 AIR DUCT	\$144.31
01-20106	T & W TIRE, INC.	PO0116243	V1020 TIRES/LABOR	\$546.95
01-31350	ADVANCED FIRE EQUIPMENT	PO0116231	F/E RECHARGE/TESTING	\$93.00
01-45450	GARFIELD FURNITURE	PO0116232	RECLINERS/CHAIRS (3)	\$999.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0116174	DIESEL ADDITIVE	\$442.50
01-55160	BOUND TREE MEDICAL, LLC	PO0116239	SUCTION KIT/CARTRIDGES	\$147.39
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0116289	LEATHER BOOTS/FREIGHT	\$30.00
01-66060	RDJ SPECIALTIES, INC.	PO0116234	BADGE STICKERS	\$521.32
01-77760	URGENT CARE PLUS	PO0116326	WC/MEDICAL/GRIGGS	\$221.82
01-78470	OK SPINE HOSPITAL	PO0116365	WC/MEDICAL/MORGAN	\$2,734.83
01-79980	PIONEER BUSINESS SOLUTION	PO0116233	HAZMAT WIFI 9/13	\$30.76
01-80391	INTEGRIS BASS PAVILION	PO0116334	WC/MEDICAL/SCHATZ	\$679.68
01-80391	INTEGRIS BASS PAVILION	PO0116334	WC/MEDICAL/MEIER	\$754.17
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0116240	SCREWDRIVER/FITTINGS/OIL	\$178.13
FIRE TOTAL				\$57,872.34

FUND 99 DEPT 995 - EPTA

01-00793	OKLAHOMA OFFICE SYSTEMS, INC.	PO0116129	COPIER MAINTENANCE 8/13	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0116127	WATER COOLER RENTAL 8/13	\$6.00
01-01783	JP MORGAN CHASE	PO0116218	CHASE PAYMENT	\$406.23
01-02082	AT&T MOBILITY	PO0116217	MONTHLY SERVICE 9/13	\$63.70
01-02594	PIONEER TELEPHONE-MAINE	PO0116130	MONTHLY SERVICE 8/13	\$20.08
01-04116	DOWNTOWN THREADS	PO0115799	LOGO SHIRTS (58)/HATS (20)	\$1,466.23
01-05134	ENID NEWS & EAGLE	PO0116132	ADVERTISEMENT/BACK TO SCHOOL	\$550.00
01-19047	AT & T	PO0116128	MONTHLY SERVICE 8/13	\$159.31
01-20106	T & W TIRE, INC.	PO0116053	V8565 TIRES	\$403.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0116348	PHYSICALS (7)	\$560.00
EPTA TOTAL				\$3,689.55

FUND 70 **DEPT 705 - CDBG**

70-16145 PETTY CASH

PO0116321 B-11(368) TRAVEL/S CARR
CDBG TOTAL

\$75.52
\$75.52

COMBINED BREAKDOWN OF TOTALS

EMA	\$98,012.15
EEDA	\$6,185.72
REMAINING FUNDS	2,572,689.12
TOTAL CLAIMS	\$2,676,886.99

PURCHASING CARD CLAIMS LIST

9/17/13

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

CDW GOVERNMENT	PO0116218	HP PRINTER	314.50
CITRIXONLINE.COM	PO0116218	(CREDIT) SERVICE CANCELLED	(49.00)
DISH NETWORK-ONE TIME	PO0116218	MONTHLY SERVICE 7/13-8/13	106.98
EMBASSY SUITES NORMAN	PO0116218	LODGING/STATE EMER MGMT CONF/M HONIGSBERG	87.20
ENID WINNELSON CO	PO0116218	TOILET REPAIR KITS	93.18
LOWES #00205*	PO0116218	MICROWAVE	99.99
PANERA BREAD #02829	PO0116218	MEAL/DISASTER PREPAREDNESS OML/J RILEY	10.58
PAYPAL *OKLAHOMAMUN	PO0116218	OML WORKSHOP/J RILEY	85.00
UNITED 01672797566123	PO0116218	AIRFARE/NLC CONF/J RILEY	767.20
WAL-MART #0499	PO0116218	BEVERAGES	75.00
ADMINISTRATIVE SERVICES TOTAL			1,590.63

FUND 10 DEPT 110 - HUMAN RESOURCES

ACE HARDWARE	PO0116218	FIX A FLAT	13.98
ATW OF ENID # 01	PO0116218	TIRES	119.98
J & P SUPPLY CO	PO0116218	TOILET PAPER/TOWELS/DUSTER	492.60
JACK'S OUTDOOR POWER E	PO0116218	WEEDEATER HEAD	32.46
LOWES #00205*	PO0116218	SPRAY PAINT/THINNER	62.56
PREHIRE SCREENING SERV	PO0116218	BACKGROUND CHECK/PRE-EMPLOYMENT	428.00
HUMAN RESOURCES TOTAL			1,149.58

FUND 10 DEPT 120 - LEGAL SERVICES

AMAZON MKTPLACE PMTS	PO0116218	LOGO JACKETS/SHIRTS (8)	370.87
AT&T DATA	PO0116218	IPAD DATA PLAN 9/13	25.00
NATIONAL BUSINESS INST	PO0116218	CONTINUING LEGAL EDUCATION	366.95
PAYPAL *OKLAHOMAMUN	PO0116218	OML CONFERENCE (2)	350.00
STAPLES 00106633	PO0116218	PENS/MOUSE PAD	38.25
LEGAL SERVICES TOTAL			1,151.07

FUND 10 DEPT 140 - SAFETY

FLAMING AUTO SUPPLY CO	PO0116218	V614 BRAKE ROTORS/PADS	151.26
JUMBO FOODS	PO0116218	COFFEE	15.98
OREILLY AUTO 00001883	PO0116218	V614 WHEEL HUB	230.26
STAPLES 00106633	PO0116218	FOLDERS/STAPLER/LABEL MAKER/INK CARTRIADGE	144.75
SAFETY TOTAL			542.25

FUND 10 DEPT 200 - GENERAL GOVERNMENT

CHICK-FIL-A #00208	PO0116218	MEAL (9)/COMMISSIONER MTG	50.76
JIMMY JOHNS - 2187	PO0116218	MEAL (5)/COMMISSIONER MTG	47.45
KATYS PANTRY	PO0116218	MEAL (5)/COMMISSIONER MTG	53.75
NAPOLIS ITALIAN RESTAU	PO0116218	MEAL/COUNCIL MTG	458.75
QUIZNO'S SUB #2444	PO0116218	MEAL (7)/COMMISSIONER MTG	55.93
WAL-MART #0499	PO0116218	VENDING MACHINE SNACKS	146.78
GENERAL GOVERNMENT TOTAL			813.42

FUND 10 DEPT 210 - ACCOUNTING

STAPLES 00106633	PO0116218	OFFICE CHAIR	169.99
WALGREENS #5531	PO0116218	DISTILLED WATER	2.58
ACCOUNTING TOTAL			172.57

PURCHASING CARD CLAIMS LIST

9/17/13

FUND 10 DEPT 220 - RECORDS & RECEIPTS

LIVEPERSON, INC	PO0116218	ON-LINE CHAT/WEB SITE	159.00
PAYPAL *OKLAHOMAMUN	PO0116218	OML CONFERENCE FEE/D WATKINS	250.00
WAL-MART #0499	PO0116218	LADDER	99.00
RECORDS & RECEIPTS TOTAL			508.00

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

BRICKHOUSE GRILLE	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	16.98
BUFFALO POINT STEAKHOU	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	28.80
BUNKHOUSE RESTAURANT	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	8.94
COUNTRY KITCHEN STORE	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	29.11
JDS BBQ	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	34.93
HOLIDAY INN	PO0116218	LODGING/OIL DEV RESEARCH/C BAUER	126.09
LA QUINTA INN & SUITES	PO0116218	LODGING/OIL DEV RESEARCH/C BAUER	586.00
LATCHSTRING RESTAURANT	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	13.39
PEPPERMILL	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	16.97
SHI CORP	PO0116218	ADOBE ACROBAT (2)	374.00
SUPER 8 VALENTINE	PO0116218	LODGING/OIL DEV RESEARCH/C BAUER	75.99
TRMF FOOD SERVICE	PO0116218	MEAL/OIL DEV RESEARCH/C BAUER	18.05
COMMUNITY DEVELOPMENT TOTAL			1,329.25

FUND 10 DEPT 350 - CODE ENFORCEMENT

APL*APPLE ITUNES STORE	PO0116218	PDF EXPERT APP	9.99
BUFFALO WILD WINGS	PO0116218	MEAL/CODE CERT CLASS/S LOCKE	14.28
JACK IN THE BOX #6144	PO0116218	MEAL/CODE CERT CLASS/S LOCKE	4.48
MCDONALD'S M7491 OF	PO0116218	MEAL/CODE CERT CLASS/S LOCKE	4.99
SHI CORP	PO0116218	ADOBE ACROBAT	187.00
CODE ENFORCEMENT TOTAL			220.74

FUND 10 DEPT 400 - ENGINEERING

AMERICAN 00102877033630	PO0116218	BAGGAGE FEE/APWA CONF/C GDANSKI	120.00
AMERICAN COACH LIMOUSI	PO0116218	CAB SERVICES/APWA CONFERENCE/K COSSIN	119.25
CTA-O HARE	PO0116218	TRANSPORTATON/APWA CONF/C GDANSKI	20.00
FLAMING AUTO SUPPLY CO	PO0116218	V726 AIR FILTER	8.99
HILTON HOTELS CHICAGO	PO0116218	LODGING/APWA CONF/C GDANSKI	611.14
ENGINEERING TOTAL			879.38

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

ADVANCED WATER SOLUTIO	PO0116218	WATER COOLER RENTAL 8/13	49.00
ALAMO RENT-A-CAR	PO0116218	CAR RENTAL/APWA CONF/R CAMP	519.14
ALBRIGHT STEEL & WIRE	PO0116218	TUBING	137.70
AMAZON MKTPLACE PMTS	PO0116218	INFRARED SAFETY SWITCHES	182.37
AMPCO PARKING OKLAHOMA	PO0116218	PARKING/APWA CONFERENCE/R CAMP	28.00
AT&T DATA	PO0116218	IPAD DATA PLAN 9/13	55.00
ATHEY LUMBER COMPANY	PO0116218	LUMBER/HAMMER/PYBAR	236.22
CHI TAXI 0364	PO0116218	TAXI/APWA CONF/R CAMP	13.05
CHICK-CAGO GRILLE	PO0116218	MEAL/APWA CONF/R CAMP	10.16
CHOICE TAXI 652	PO0116218	TAXI/APWA CONF/R CAMP	12.05
CONRAD HOTEL CHICAGO	PO0116218	LODGING/APWA CONF/R CAMP	2,365.20
CONRAD RESTAURANT	PO0116218	MEAL/APWA CONF/R CAMP	41.47
ENID IRON & METAL CO	PO0116218	HANDRAIL	34.65

PURCHASING CARD CLAIMS LIST

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FLAMING AUTO SUPPLY CO	PO0116218	BATTERY	35.28
GIORDANO'S PIZZA ON RU	PO0116218	MEAL/APWA CONF/R CAMP	29.30
GRAND LUX CAFE/CHICAGO	PO0116218	MEAL/APWA CONF/R CAMP	102.33
GRANT PARK N GARAGE	PO0116218	PARKING/APWA CONF/R CAMP	24.00
GRIZZLY INDUSTRIAL INC	PO0116218	PLANER BLADES	105.15
JOE'S STONE CRAB OF CH	PO0116218	MEAL(2)/APWA CONF	137.72
KOAM TAXI ASSOCIATION	PO0116218	TAXI/APWA CONF/R CAMP	12.45
LOCKE SUPPLY - ENID	PO0116218	DRINKING FOUNTAIN	365.62
M&M SUPPLY CO.	PO0116218	HANDRAIL	18.86
MARATHON PETRO009399	PO0116218	FUEL/RENTAL CAR/APWA CONF/R CAMP	32.08
OREILLY AUTO 00001743	PO0116218	HITCH BALL	12.99
ROC*ROCKLER WDWRK HDWE	PO0116218	HINGES/BEAM COMPASS/PROTRACTOR	142.99
SEARS ROEBUCK 2291	PO0116218	ALLEN WRENCHES	29.97
SHOPS AT NORTH BRIDGE	PO0116218	PARKING/APWA CONF/R CAMP	6.00
STAPLES 00106633	PO0116218	KEYBOARD/SHARPIES	174.75
TAXI AFFILIATION SVC	PO0116218	TAXI/APWA CONF/R CAMP	13.65
TAXI CAB SERVICE	PO0116218	TAXI/APWA CONF/R CAMP	11.85
WAL-MART #0499	PO0116218	V1017 KEYS	3.56
PUBLIC WORKS MGMT TOTAL			4,942.56

FUND 10 DEPT 710 - FLEET MGMT

NAPA TRACS	PO0116218	ONLINE VEHICLE INFO 8/13	132.00
OREILLY AUTO 00001883	PO0116218	V627 PARK BRAKE SHOES	112.70
SOUTHWEST TRUCK PARTS	PO0116218	WIPES	413.28
STAPLES 00106633	PO0116218	INK CARTRIDGES	269.97
FLEET MGMT TOTAL			927.95

FUND 10 DEPT 730 - PARKS & RECREATION

ACE HARDWARE	PO0116218	TAPE/STRING	23.97
ALBRIGHT STEEL & WIRE	PO0116218	WIRE	76.58
AMPCO PARKING WICHITA	PO0116218	PARKING FEE/APWA CONF/J FOOS	54.00
CHICAGO ELITE 5	PO0116218	TAXI/APWA CONF/J FOOS	7.98
CROWN PLAZA	PO0116218	LODGING (2)/NRPA CONF	2,538.40
CRUCIAL.COM	PO0116218	HARD DRIVE	72.99
DELTA 00682233336912	PO0116218	BAG FEE/APWA CONF/J FOOS	50.00
ENID WINNELSON CO	PO0116218	PVC PIPES	83.94
ETRAILER	PO0116218	TRAILER LOCKS	613.42
EXPEDIA*EXPEDIA.COM	PO0116218	AIRFARE/NRPA CONF/K BLACKBURN	39.90
HYATT HOTELS MCCORMICK	PO0116218	LODGING/MEALS (10)/APWA CONF/J FOOS	1,413.62
JACK'S OUTDOOR POWER E	PO0116218	MOWER/EDGER/THROTTLE	1,141.38
KAY PARK REC CORP	PO0116218	DOG WASTE BAG DISPENSER	999.00
LOCKE SUPPLY - ENID	PO0116218	PRESSURE COUPLING	5.09
LOWES #00205*	PO0116218	PLUMBING PARTS/ADAPTER/PVC PIPE	152.47
SHERWIN WILLIAMS #7185	PO0116218	DROP CLOTHS/PAINT/RESPIRATOR	1,071.14
SQ *BYRINS LAWN CARE	PO0116218	TREE REMOVAL	700.00
SQ *YESHEIWAS FERED	PO0116218	TAXI /APWA CONF/J FOOS	28.86
STAPLES 00106633	PO0116218	DRY ERASE BOARD/BINDERS	212.23
STUART C IRBY	PO0116218	FOOTBALL FIELD LIGHT BULBS	120.72
UNITED 0167301219720	PO0116218	AIRFARE (2)/NRPA CONF	480.60
WAL-MART #0499	PO0116218	GATORADE/WATER	146.16
PARKS & RECREATION TOTAL			10,032.45

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FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

FARMERS GRAIN 07053606	PO0116218	HERBICIDE	48.25
FLAMING AUTO SUPPLY CO	PO0116218	V107 BATTERY	112.69
FLAMING AUTO SUPPLY CO	PO0116218	V563 OIL/AIR FILTERS	35.07
SOUTHWEST TRUCK PARTS	PO0116218	V358 FITTINGS	23.44
SQ *BYRINS LAWN CARE	PO0116218	MOW PROPERTIES (23)	1,040.00
WAL-MART #0499	PO0116218	GATORADE	66.58
STRMWTR & ROADWAY MAINT TOTAL			1,326.03

FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0116218	SAW BLADES/BATTERIES	67.11
AT&T DATA	PO0116218	IPAD DATA PLAN 8/13	50.00
ATW OF ENID # 01	PO0116218	CLEARANCE LIGHT/BOTTLED WATER	38.91
DMI* DELL K-12/GOVT	PO0116218	COMPUTER BATTERIES	179.98
DUSTYS LOCK & KEY LLC	PO0116218	KEYS (20)	82.00
INDUSTRIAL MATERIALS	PO0116218	HINGES/DOOR KNOBS	103.20
LOCKE SUPPLY WHC ENID	PO0116218	A/C CAPACITOR	144.89
SEARS ROEBUCK 2291	PO0116218	GARAGE DOOR REMOTE CONTROL	69.99
T AND M PRINTING INC	PO0116218	PRE-TRIP INSPECTION BOOKLETS	145.90
TRUCKPRO INC 034	PO0116218	LAMP/GROMMET	77.88
UPS (800) 811-1648	PO0116218	SHIPPING FEES	38.61
WAL-MART #0499	PO0116218	JEANS/F SWEET	59.91
WAL-MART #0499	PO0116218	JEANS/W WRIGHT	54.85
TECHNICAL SERVICES TOTAL			1,113.23

FUND 10 DEPT 900 - LIBRARY

ADVANCED WATER SOLUTIO	PO0116218	BOTTLED WATER	48.00
AMAZON.COM	PO0116218	BOOKS (31)	377.38
AMERICAN LIBRARY ASSOC	PO0116218	MEMBERSHIP DUES/M MEARS	190.00
GAYLORD BROS INC	PO0116218	BOOKENDS (86)	343.14
GREAT AMERICAN COOKIE	PO0116218	MEAL (21)/DEPT MEETING	59.98
HTTP GIMLET DOT US	PO0116218	TRACKING SOFTWARE/MONTHLY FEE	10.00
J & P SUPPLY CO	PO0116218	TOWELS/TISSUE/LATEX GLOVES	233.95
JIMMY JOHNS - 2187	PO0116218	MEAL/SPECIAL PROJECT (4)	21.00
JUMBO II LLC	PO0116218	CARPET CLEANER	29.99
LOWES #00205*	PO0116218	KICK PLATE/WEATHER STRIP/LATCH	138.11
OKLA 00 OF 00	PO0116218	OLA INSTITUTIONAL MEMBERSHIP/M MEARS	225.00
PAPA JOHNS #2122	PO0116218	MEAL/SPECIAL PROJECT (21)	89.46
PDQ PRINTING	PO0116218	ENVELOPES	140.00
PIZZA HUT #8333	PO0116218	MEAL/EMPLOYEE APPRECIATION	60.00
QUILL CORPORATION	PO0116218	TONER/LABEL TAPE/CALENDAR	325.08
RECORDED BOOKS	PO0116218	BOOKS (2)	129.20
STAPLES 00106633	PO0116218	COPY PAPER	99.98
WAL-MART #0499	PO0116218	WIPES	139.58
LIBRARY TOTAL			2,659.85

FUND 20 DEPT 205 - AIRPORT

YP *ADVERTISING PYMNT	PO0116218	ADVERTISEMENT 8/13	41.00
AIRPORT TOTAL			41.00

PURCHASING CARD CLAIMS LIST

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FUND 22 DEPT 225 - GOLF

AUTOPAY/DISH NTWK	PO0116218	MONTHLY DISH SERVICE 9/13	211.00
ENID WINNELSON CO	PO0116218	IRRIGATION REPAIR	266.77
LOWES #00205*	PO0116218	DRAIN PIPE	62.69
STAPLES 00106633	PO0116218	SNACK BAR PHONE/PHONE CORD/BATTERIES	108.24
SUDDENLINK-NAT'L SITE	PO0116218	INTERNET SERVICE 9/13	49.95
		GOLF TOTAL	698.65

FUND 31 DEPT 230 - UTILITY SERVICES

STAPLES DIRECT	PO0116218	(CREDIT) TAX REFUND	(62.87)
TOPS & STRIPES	PO0116218	V375 BED COVER SUPPORT	57.00
		UTILITY SERVICES TOTAL	(5.87)

FUND 31 DEPT 760 - SOLID WASTE

ALAMO RENT-A-CAR	PO0116218	CAR RENTAL INSURANCE/APWA CONF/S DEL ANGEL	206.66
ALBRIGHT STEEL & WIRE	PO0116218	ALUMINUM TUBE	329.00
AMPCO PARKING WICHITA	PO0116218	AIRPORT PARKING/APWA CONF/S DEL ANGEL	36.00
ATW OF ENID # 01	PO0116218	HITCH	59.99
AUTO ELECTRIC SALES /	PO0116218	BALL/MOUNTS (10)	394.38
CONRAD HOTEL CHICAGO	PO0116218	LODGING/APWA CONF/S DEL ANGEL	1,614.55
ENID IRON & METAL CO	PO0116218	STAINLESS	568.44
ENID MACK SALES INC	PO0116218	V210 REGULATOR	194.87
F.W. ZALOUDEK CO.	PO0116218	V196 BELT	225.09
FASTENAL COMPANY01	PO0116218	V260 CABLE	29.13
FLAMING AUTO SUPPLY CO	PO0116218	V225 BELT	14.47
FLAMING AUTO SUPPLY CO	PO0116218	V260 SNAP RING	5.94
FLAMING AUTOMOTIVE	PO0116218	V225 BELT	12.14
KTA TOLLS QPS	PO0116218	TURNPIKE FEE/APWA CONF/S DEL ANGEL	2.00
NOR*NORTHERN TOOL	PO0116218	WINCH (2)/TAIL GATE LIFT	2,743.70
SOUTHWEST TRUCK PARTS	PO0116218	V225 COMPRESSOR	15.68
STUART C IRBY	PO0116218	CONDUIT/BREAKER PANEL/BREAKERS	526.07
YELLOW HOUSE MACHINERY	PO0116218	V260 HOSE	49.26
		SOLID WASTE TOTAL	7,027.37

FUND 31 DEPT 790 - WATER PRODUCTION

BRADFORD INDUS SUPPLY	PO0116218	AIR FILTER	17.36
FASTENAL COMPANY01	PO0116218	LAG ANCHORS	22.56
FLAMING AUTO SUPPLY CO	PO0116218	V307 STOPLIGHT SWITCH	32.09
LEE TRANSPORT EQUIPMEN	PO0116218	TOOLBOX LATCHES	254.97
STEVENS FORD LINCOLN M	PO0116218	V307 PEDAL	556.66
		WATER PRODUCTION TOTAL	883.64

FUND 31 DEPT 795 - WATER RECLAMATION SVS

2000 CED	PO0116218	BLOWER RELAYS	400.00
AT&T DATA	PO0116218	IPAD DATA PLAN 9/13	230.00
ATW OF ENID # 01	PO0116218	DRAIN KINGS	39.98
BOB HOWARD PDC	PO0116218	V631 A/C SWITCH	27.80
ENID IRON & METAL CO	PO0116218	STAINLESS	568.44
EVANS PHARMACY LLC	PO0116218	TAPE GUN	12.99
FLAMING AUTO SUPPLY CO	PO0116218	V631 A/C COMPRESSOR	320.58
FLAMING AUTOMOTIVE	PO0116218	V443 BATTERY	112.61
GARDNER DENVER PEACHTR	PO0116218	OIL	297.14

PURCHASING CARD CLAIMS LIST

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LOCKE SUPPLY WHC ENID	PO0116218	FILTERS	97.23
LOWES #00205*	PO0116218	KEY LOCK BOX	19.97
NOR*NORTHERN TOOL	PO0116218	LOADING RAMPS	235.50
OKLAHOMA CONTRACTORS S	PO0116218	BRASS PARTS	2,440.00
OREILLY AUTO 00001743	PO0116218	CLAMPS	18.00
OREILLY AUTO 00001743	PO0116218	V316 LIGHT PLUG	16.99
OREILLY AUTO 00001883	PO0116218	V631 TEMPATURE ACTUATOR	37.99
STAPLES 00106633	PO0116218	INK CARTRIDGE	243.98
STUART C IRBY	PO0116218	PUMP/FUSES/RELAY	1,783.71
USPS 39282704133607748	PO0116218	SHIPPING FEES	7.97
		WATER RECLAMATION SVS TOTAL	6,910.88

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

HUNZICKER BROTHERS INC	PO0116218	ANTENNA PARTS	1,552.77
		EMA CAPITAL REPLACEMENT TOTAL	1,552.77

FUND 51 DEPT 515 - POLICE

BOB HOWARD PDC	PO0116218	V2011 AXLE/BEARING/SEAL	494.34
BOB HOWARD PDC	PO0116218	V2057 PRESSURE VALVE	57.49
COWBOY TRAVEL PLAZA	PO0116218	V96 FUEL/CLEET	15.01
FLAMING AUTO SUPPLY CO	PO0116218	V35 BATTERY	117.59
JUMBO FOODS	PO0116218	MEAL/CITIZEN POLICE ACADEMY	19.99
KATOM RESTA	PO0116218	COFFEE MAKER	568.77
OK STATE BUREAU OF INV	PO0116218	REGISTRATION (2)/POLYGRAPH SEMINAR	120.00
SNT RIVERMIST	PO0116218	V96/FUEL/CLEET	40.00
STAPLES 00106633	PO0116218	HARD DRIVE	64.99
STEVENS FORD LINCOLN M	PO0116218	V2008 AIR BAG REPAIR	498.91
		POLICE TOTAL	1,997.09

FUND 65 DEPT 655 - FIRE

2000 CED	PO0116218	A/C UNIT ADAPTERS	56.78
AT&T DATA	PO0116218	IPAD DATA PLAN 9/13	25.00
ATW OF ENID # 01	PO0116218	COFFEE	230.70
ATW OF ENID # 01	PO0116218	V1039 CHAINSAW BLADE	38.98
CHICK-FIL-A #00208	PO0116218	MEAL/FIRE CIVIL SERVICE COMM MEETING	35.45
EDUCATION SPECIALTY PU	PO0116218	BOOK	126.22
FIRE SERVICE TRAINING	PO0116218	FF-II ONLINE TESTING (2)	70.00
J & P SUPPLY CO	PO0116218	LINERS/TISSUE/TOWELS/DETERGENT	577.88
KMART 3128	PO0116218	OIL (10)	88.30
LOWES #00205*	PO0116218	WATERPROOFER (2)/SPRAYER/PLUG	132.88
NFPA NATL FIRE PROTECT	PO0116218	FIRE PREVENTION WEEK BANNER (2)	106.15
OREILLY AUTO 00001883	PO0116218	V1042 TAPE/BODY FILLER	33.93
PROMOTIONS NOW	PO0116218	PENCILS	850.72
RADIOSHACK COR00166611	PO0116218	FUSES (2)	6.98
SEARS ROEBUCK 2291	PO0116218	HEX KEY/TOOLS (2)	49.98
SHERWIN WILLIAMS #7185	PO0116218	HYDRANT PAINT/THINNER/BRUSHES	502.79
SPANGLER CANDY	PO0116218	CANDY	158.00
SQ *WILLIAM WILLS	PO0116218	DRAIN SNAKE RENTAL	27.09
STAPLES 00106633	PO0116218	INK PENS/HILITERS/LABELS	40.76
WAL-MART #0499	PO0116218	BLOOD PRESSURE MONITOR/BATTERIES	91.79
		FIRE TOTAL	3,250.38

PURCHASING CARD CLAIMS LIST

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FUND 99 DEPT 995 - EPTA

DMI* DELL K-12/GOVT	PO0116218	SURGE SUPPRESSOR	20.99
FLAMING AUTO SUPPLY CO	PO0116218	V8565 BRAKE PADS	149.42
FLAMING AUTO SUPPLY CO	PO0116218	V8568 OXYGEN SENSORS	137.67
JUMBO FOODS	PO0116218	MEAL/DEPT MEETING	13.27
LITTLE CAESARS 0129 00	PO0116218	MEAL (5)/DEPT MEETING	31.00
WALGREENS #5531	PO0116218	LATEX GLOVES	53.88
		EPTA TOTAL	406.23

JP MORGANCHASE CLAIMS LIST TOTAL \$ 52,121.10