



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

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BOARD OF COMMISSIONERS

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NOTICE OF SPECIAL 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 special session at 5:00 p.m. on the 21st day of July, 2015, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JULY 7, 2015.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. CONSIDER APPOINTMENTS TO THE LONG TERM CARE AUTHORITY OF ENID.
  3. CONSIDER APPOINTMENT TO THE SALES TAX OVERSIGHT COMMITTEE.

4. **CONSIDER APPOINTMENT TO THE POLICE CIVIL SERVICE COMMISSION.**
  
6. **HEARINGS.**
  1. **NONE.**
  
7. **COMMUNITY DEVELOPMENT.**
  1. **NONE.**
  
8. **ADMINISTRATION.**
  1. **CONSIDER A RESOLUTION SUPPORTING THE NOMINATION OF MAYOR BILL SHEWEY TO SERVE ON THE OKLAHOMA MUNICIPAL LEAGUE'S (OML) BOARD OF DIRECTORS.**
  
  2. **CONSIDER A RESOLUTION AMENDING THE 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,872,089.16 TO INCREASE THE 2015-2016 APPROPRIATED AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2015, FOR THE CITY OF ENID, OKLAHOMA.**
  
9. **CONSENT.**
  1. **AWARD THE PURCHASE OF 12 POLICE VEHICLES IN THE AMOUNT OF \$401,398.44 TO STEVENS FORD, ENID, OKLAHOMA.**
  
  2. **APPROVE CHANGE ORDER NO. 1 WITH STOVER & ASSOCIATES, INC., STILLWATER, OKLAHOMA, TO INCLUDE ADDITIONAL SERVICES FOR GROUND MAINTENANCE.**
  
  3. **ACCEPT WATER LINE (W-1503) AND SANITARY SEWER (S-1501A) IMPROVEMENT PROJECTS FOR BOBSFARM 8TH ADDITION.**
  
  4. **APPROVE A PIPELINE LICENSE AGREEMENT WITH BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSF) TO CONSTRUCT AND MAINTAIN A WATER LINE CROSSING THE BNSF RAILWAY COMPANY'S RIGHT-OF-WAY LOCATED ON 78th STREET, AT NO COST TO THE CITY, BETWEEN EAST MARKET AVENUE AND EAST RUPE AVENUE, PROJECT NO. S-1515A.**
  
  5. **APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE ENID/GARFIELD COUNTY FRATERNAL ORDER OF POLICE (FOP) LODGE #144.**

6. APPROVE AND EXECUTE AN AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).
7. APPROVE AND EXECUTE A SECOND AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).
8. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,705,209.23.
10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
  1. CONSIDER A RESOLUTION INCREASING THE 2015-2016 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$88,221.73 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2015.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$190,327.32.
13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  1. APPROVE AND EXECUTE AN AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).
  2. APPROVE AND EXECUTE AN AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).
  3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$12,815.00.
16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
17. PUBLIC DISCUSSION.

18. **CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(C)(10) TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT BECAUSE AN EXECUTIVE SESSION IS NECESSARY TO PROTECT THE CONFIDENTIALITY OF THE BUSINESS, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**
  
19. **ADJOURN.**

**City Commission Meeting**

**4.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JULY 7, 2015.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Regular Commission Meeting 07/07/2015 Minutes

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MINUTES OF REGULAR MEETING OF  
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  
HELD ON THE 7TH DAY OF JULY 2015

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, 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 7th day of July 2015, pursuant to notice given by December 15, 2014 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 6th day of July 2015.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Brownlee, Ezzell, Timm and Mayor Shewey.

ABSENT: Commissioners Wilson and Vanhooser.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Christopher Gdanski, Chief Financial Officer Erin Crawford, Interim Public Works Director Billy McBride, Planning Administrator Chris Bauer, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Col. Clark Quinn.

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Mr. James Yoder from World Harvest Church gave the Invocation, and Captain Bryan Skaggs led the Flag Salute.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of June 16, 2015, and the special Commission meeting of June 25, 2015, and the vote was as follows:

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

NAY: None.

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Officer Jared Free introduced "Riley," a five-month old male Lab, available for adoption at the Enid Animal Shelter.

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A proclamation was read and presented proclaiming the month of July 2015 as "Home Energy Aid Month."

Letters of Commendation were presented to Mr. Kenneth Hedges, and Mr. Charles Hedges, in recognition of their exemplary performance and work ethic in constructing study rooms at the Public Library of Enid and Garfield County during the month of May 2015.

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A hearing was held regarding a land use amendment for property located in the 900 to 1100 Block of South Wheatridge Road, from Agriculture Designation to Medium Intensity Residential Designation, for Real Estate Results, LLC.

Planning Administrator Chris Bauer advised commissioners that if approved, the property would be used for a future model neighborhood development. He stated that the site had access to U.S. 412 by way of Wheatridge Road, which would need to be approved, and there was an existing 12-inch water line at the northeast edge of the commercial site to the north which could be extended to the development. He stated that the site was not serviced by sanitary sewer. However, \$750,000.00 had been budgeted in the current years' budget to extend the sewer to the development. It was noted that the Metropolitan Area Planning Commission expressed concerns that the proposed development did not include a proposal for

improvements to Wheatridge Road. However, the land use amendment was unanimously recommended for approval at their meeting of June 15, 2015.

Mr. Bauer stated that the Engineering Department had reviewed the request as submitted, and had determined that if the area, along with the commercial site to the north, was developed as multi-family, it would exceed the sewer capacity by roughly forty percent (40%). He went on to say that at some point, there would not be enough capacity to address full development of the commercial and the residential.

Commissioner Timm asked who would be responsible for improvements to Wheatridge Road.

Mr. Bauer stated that the developer would be required to mitigate impacts from increased traffic flows on Wheatridge Road to the development.

Commissioner Janzen asked if the development would all be multi-family.

Mr. Bauer stated that the developer's application cited a neighborhood concept where there would be mixed use or mixed types of housing, i.e. single-family, townhouses and apartments.

Commissioner Janzen questioned the sewer capacity at the development.

Director of Engineering Services Chris Gdanski stated that when the line reached its capacity, the City would have to construct a relief line, running parallel, for approximately one and one-half miles east, past Oakwood Road. He went on to say that staff was developing changes to the City's current capital recovery ordinance which would allow a larger portion of the cost of the line to be recovered by the City.

Mayor Shewey asked staff to address his concerns on the following issues: 1) The site is not serviced by sanitary sewer. The closest sewer line is one-half mile to the east of the new \$750,000.00 sanitary sewer line extension that will be paid for and approved by the City Council. 2) Stormwater concerns are not described well. 3) Forty percent (40%) of the housing development will use all of the capacity of the newest sewer line; and 4) Wheatridge Road is a narrow farm to market road. Reconstructing the road will cost hundreds of thousands of dollars, with the City being asked to pay for most of the costs. He stated that he didn't feel commissioners had enough basic information to approve the land use and rezoning requests, and that action should be deferred until more answers were provided.



He went on to say that commissioners should deny the request and use the monies for the Kaw Lake water project.

Mr. Gdanski responded. He stated that as previously discussed, the proposed sanitary sewer line, budgeted at \$750,000.00, would be one-half mile, and that it was staff's intent to change the capital recovery ordinance prior to the line being constructed. He stated that the line would be constructed to the property line, and it would be the developer's responsibility for constructing the sanitary sewer infrastructure to connect to the sanitary sewer main.

Stormwater concerns were addressed. Mr. Gdanski spoke regarding a natural ridge on the property from which most of the flows east of that ridge would be directed. The developer would be required to do the necessary design and engineering to offset the impact, and to detain, as necessary, or get the flows to a regional detention facility, looking far enough downstream to ensure that he was not impacting those properties as well.

Mr. Gdanski stated that Wheatridge Road was in the city limits, and that the developer would be responsible for offsetting the increased traffic flow by reconstructing Wheatridge Road.

Sewer capacity issues were discussed. Mr. Gdanski stated that if the development was all apartments, the sewer capacity would be exceeded by forty percent (40%), which meant that only sixty percent (60%) of the property could be developed "R-7". He also stated that the developer had indicated that he would be using a model neighborhood concept. However, a plan would be needed to control development to ensure sufficient capacity. Once capacity was reached, staff's recommendation would be to deny any additional development.

Commissioner Ezzell asked if this was an instance where the developer should be doing a Planned Unit Development (PUD) that would outline the mixed use, rather than requesting the "R-7" zoning.

Mr. Bauer stated that a PUD would have been an excellent tool. However "R-7" was the method that the developer had chosen to do. He went on to say that zoning regulations currently provided that if

“R-7” zoning was approved, the developer would be allowed to include “R-2”, “R-4”, “R-4A” and “R-5” uses on the site.

Mayor Shewey reiterated that he would not approve what had been presented until he had more answers.

Commissioner Janzen asked how the City would enforce collection of fees or ensure that the road improvements were completed by the developer, once the development had been approved by the Commission.

Mr. Gdanski stated that improvements to the road would need to be addressed before commissioners approved the final plat for the development. If sewer, water or road issues weren't completed, then staff would recommend denial of the final plat until those issues were resolved.

Mr. Bauer stated that protests had been received from approximately thirty-nine percent (39%) of the surrounding property owners, and that approval of the land use amendment and rezoning would only require a simple majority of the Commission.

Commissioner Ezzell asked City Attorney Andrea Chism to clarify how many votes of commissioners present would be required to approve the land use change.

Ms. Chism responded, stating that she would verify and provide that number to commissioners prior to voting on the item.

Mr. Bryan Bishop, 6615 West Owen K. Garriott Road, addressed the Commission. He stated that he opposed the proposed “R-7” zoning for a number of reasons. He cited public safety, environmental impact, drainage and transparency issues that he felt were imperative to be addressed prior to commissioners approving the land use. He stated that he hoped commissioners would conclude as he, that the proposal posed a threat to public safety, and was not in the interest of the general public or the residents affected.

Ms. Peggy Cox, 1414 South Wheatridge Road, asked that commissioners oppose the proposal until more answers were received.

Mr. Billy Cox, 1414 South Wheatridge Road, stated that Mr. Bishop had presented the residents' case, and he stood with those opinions.

Mr. John Boedecker, 5920 West Owen K. Garriott Road, addressed commissioners. He stated that in consideration of the circumstances, he did not believe that this was a feasible project to complete. He asked why the developer wanted to develop a piece of land that sat out so far from the city. There were many other areas that could be developed. The property did not lay in the right elevation. Traffic in and out was tremendous, specifically getting onto Garriott Road without a signal light. During construction, most of the people who lived in the community would have to leave the area going south to Rupe, which the City would have to pave.

Ms. Janet Moore, 7022 Hereford Drive, stated that she agreed with everything Mr. Bishop had presented, and that she opposed the rezoning.

Ms. Barbara Dieterle, 1412 South Wheatridge Road, stated that she supported all that Mr. Bishop had said, and that she also opposed the development.

Mr. Ken Moore, 7022 Hereford Drive, stated that he was concerned with flood retention issues. He stated that he strongly supported his neighbors and asked that the Commission oppose the rezoning.

Mr. Lori Murrow, 6082 Hereford Drive, stated that she was opposed to the rezoning.

Mr. Mike Maynard, 406 South Garfield, spoke regarding water and road issues in the area. He stated that he was fully against the development.

Ms. Marjory Norris, 6937 Hereford Drive, spoke regarding improvements to Wheatridge Road and Rupe Avenue that would be needed if the development was approved. She stated that she agreed with everything Mr. Bishop had presented, and that she adamantly opposed the rezoning.

Mr. Terry Norris, 6937 Hereford Drive, stated that he opposed the rezoning.

Mr. Scott Osborn, 1704 South Wheatridge Road, stated that he opposed the proposal for reasons already stated. He was also concerned that at this time, there was no business plan. It was all speculation,

and if not done correctly, would be a black eye for the City of Enid. He asked that commissioners deny the proposal.

Mr. Chris Trojan, 5214 West Cherokee, manager for the developer, addressed commissioners. He spoke regarding the project, stating that the developer had applied for “R-7” zoning because the plan called for a model neighborhood which consisted of shopping, parks, trails, and areas for people to be able to enjoy. It could be an apartment complex, all the way down to single-family residences. This was the first step. The next steps would provide the safety, and how it would be developed. He stated that the developer looked forward to working with the neighbors, once they had a plan in place. However, before they could do that plan, the land use and rezoning had to be changed. He stated that this was a long path that would take multiple years to complete, and asked that commissioners approve the land use change.

There being no further comments, the hearing concluded.

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A hearing was held regarding the rezoning of property located in the 900 to 1100 Block of South Wheatridge Road, from “A” Agriculture District to “R-7” Residential Multi-Family District, for Real Estate Results, LLC.

Mr. Bauer explained that this was a companion to the item previously heard on the land use change, and that many of the issues discussed at that hearing applied to the rezoning as well. It was noted that the Metropolitan Area Planning Commission recommended approval of the rezoning at their meeting of June 15, 2015.

There being no further comments, the hearing concluded.

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A hearing was held regarding a Planned Unit Development (PUD) for Forgotten Ministries program housing located at 1804 South 4th Street.

Mr. Bauer explained that if approved, the proposed PUD would consist of bunk style crew housing for previously incarcerated individuals. He advised commissioners that the applicant had

included a sidewalk in the master development plan, but was asking for relief from that requirement. He went on to say that the Metropolitan Area Planning Commission unanimously recommended approval of the PUD, including the sidewalk, at their meeting of June 15, 2015.

Commissioner Brownlee asked why they were asking for relief from the sidewalk requirement.

Mr. Jeremiah Herrian, 122 East Randolph, addressed the issue. He stated that at the time the current training center was built, sidewalks were not required. He stated that putting sidewalks in at this point would be challenging because they would be constructed on the drainage ditch, down to the retention pond for the site.

Mr. Herrian discussed concerns of residents in the area. He stated that the PUD would provide program housing for men who were no longer incarcerated. He stated that the goal of the program was to help transition these men back into society, by providing housing and helping them continue to develop skills needed to be successful. They were not sex offenders, or violent crime offenders. They were men who had DUI's, or were caught with drugs. By rehabilitating these men, and with continuing rehabilitation, they would be successful, and become outstanding employees at many of the businesses in Enid.

Commissioner Ezzell addressed the sidewalk issue. He stated that the City had an ordinance in place that required sidewalks. The city needed sidewalks. It had to start somewhere, because it was important for communities to be walkable. He stated that he was thrilled with the project, but was not sympathetic to the sidewalk exemption.

Mr. Rick Nusz, 1608 South Grand stated that he was opposed to the project. He stated there were already drugs in that area, and he was concerned for the safety of the elderly people and children who resided there.

Ms. Kathy Packen, 1817 South 3rd, stated that she did not want the reentering program in her back yard. She stated that there were already too many drugs in the area, and felt it would create problems that the neighborhood did not need.

Mr. John Lipsey, Assistant District Supervisor for the Enid Community Corrections Center (ECCC) at 2020 East Maine, addressed commissioners. He stated that the ECCC had a long-standing relationship with the city of Enid. It was a community work center that housed non-violent offenders. Sex offenders could never come to the community level security. It was a programmatic yard, housing 99 adult male offenders, with the majority of them having substance abuse issues. He stated that there were many programs available to address the needs of the offenders before they were released. These programs were successful because members of the community were dedicated to those programs and the facilities. He stated that the ECCC was a very unique facility. One-hundred percent (100%) UA's were done monthly. Every offender was tested every month. The facility had the longest-running, perfect record in ACA in the State, with 15 years of perfection. He stated that it had been over eight years since someone had walked away, which was due, in part, to the ECCC's relationship with the stakeholders in the community and the way they dealt with that population, and the enforcements done at the yard.

Commissioner Ezzell stated that he had lived four blocks from the ECCC for 25 years, and had never once had a problem with anyone there.

Mr. Daniel Cagle, 1606 South Grand, stated that he would never impose upon a community an effort such as this without communicating with the community and speaking with the residents on a one-on-one basis. He had no issues with inmates receiving individualized counseling or group counseling for rehabilitative purposes, but did have concerns with them being housed on the property 24 hours a day, across the street from an apartment complex with many children. He stated that he appreciated the efforts of Mr. Herrian and what he was doing, but he was totally against the project, and asked that commissioners vote NO on the issue.

Mr. Anthony Blackburn, 1709 South Baker, stated that he lived approximately two blocks away from the location. He stated that he admired what Mr. Herrian was trying to accomplish. However, there were already many issues in the neighborhood with drugs and thieves, and that the offenders could be exposed to possible bad elements. He went on to say that he felt a more neutral location would be better,

not in the middle of a neighborhood that already had a lot of issues. He stated that residents had had very little time to think about the project, and asked commissioners to consider voting NO. He stated again that he admired what Mr. Herrian was trying to accomplish, but had to think about his family, his friends, and the community, adding that 24/7 was not a wise decision at this time.

There being no further comments, the hearing concluded.

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Motion was made by Commissioner Brownlee to table a resolution modifying the land use map of the Enid Metropolitan Area Comprehensive Plan 2025 for property located in the 900-1100 Block of South Wheatridge Road, for Real Estates Results, LLC, from Agriculture Designation to Medium Intensity Residential Designation, until questions and concerns of the Commission were answered.

Motion was seconded by Commissioner Timm.

Commissioner Ezzell asked Ms. Chism if she had an answer to his question as to how many votes were required to approve the land use change.

Ms. Chism responded, stating that a simple majority of the quorum, or three votes, was required.

City Manager Jerald Gilbert asked Commissioner Brownlee if he was referring to answers from the developer, or answers from staff.

Commissioner Brownlee responded, stating both Engineering and the developer. He stated that he was concerned with FEMA and right-of-way issues. Engineering could help with those questions, and work with the developer to answer the other questions.

The vote was taken as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell and Timm.

NAY: Mayor Shewey.

The motion to table was approved.

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Motion was made by Commissioner Brownlee to table an ordinance to rezone property located in the 900 to 1100 Block of South Wheatridge Road for Real Estate Results, LLC, from Agriculture District to “R-7” Residential Multi-Family District, for the previously stated reasons.

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

AYE: Commissioners Janzen, Brownlee, Ezzell and Timm.

NAY: Mayor Shewey.

The motion to table was approved.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Timm to approve an ordinance for a Planned Unit Development Overlay on property located at 1804 South 4th Street, described as Lots 1-4, Block 23, Garfield Addition, and a portion of vacated Rosedale Avenue abutting Lot 1, for Forgotten Ministries, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2015-25**

**AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2014, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.**

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Motion was made by Commissioner Brownlee and seconded by Commissioner Janzen to approve a sidewalk variance for Mr. Jim Beasley, located at 4402 West Rupe. It was noted that the Metropolitan Area Planning Commission unanimously recommended approval of the variance at their meeting of June 15, 2015.

The vote was taken as follows:



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

NAY: None.

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

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

NAY: None.

- (1) Approval of Recycling Dropsite and Processing Facility Service Agreement with Supported Community Lifestyles Personnel-Enid, Inc., to operate the City's recycling dropsite and recycling processing center;
- (2) Denial of tort claim submitted by Mr. Randy Green for alleged vehicle damages in the amount of \$229.37;
- (3) Denial of tort claim submitted by Mr. Jose Quintanilla for alleged vehicle damages in the amount of \$250.00;
- (4) Acceptance of Journal Entry of Judgment in the matter of the application of Jeff and Kelly Gwinn, for a decree of vacating platted easements on Lots 2-4, Block 1, Lammerton Terrace Addition to the City of Enid;
- (5) Acceptance of Oklahoma Water Resources Board Temporary Groundwater Permit for water wells located in the S.W./4 and S.E./4 of Section 1-20-10, Major County;
- (6) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct five public water supply wells and a six-inch raw water line in Major County, Project No. W-1512;
- (7) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct a sanitary sewer line, force main, and lift station for Love's Travel Stop, Project No. S-1505;
- (8) Approval of Change Order No. 2 with Matthews Trenching Co., Inc. for Project S-1304A, 54th Street Sanitary Sewer Improvements, which will connect a new 12-inch overflow line to the existing line at a new manhole west of the lift station, and replace the existing line to the lift station with a new 18-inch pipe, at an additional cost of \$23,675.00, for a total revised contract amount of \$422,838.00;
- (9) Acceptance of Journal Entry in the petition of Cebridge Acquisition, L.P., d/b/a Suddenlink Communications, foreclosing the right to reopen all of the alley in Block 52, Original Townsite of Enid, and foreclosing the right to reopen all of the South 80 feet of

East Oklahoma Avenue from the East line of East Railroad Avenue to the West line of 3rd Street;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Brownlee, Ezzell, Timm, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustees Wilson and Vanhooser.

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

AYE: Trustees Janzen, Brownlee, Ezzell, Timm and Chairman Shewey.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Janzen, Brownlee, Ezzell, Timm, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustees Wilson and Vanhooser.

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

AYE: Trustees Janzen, Brownlee, Ezzell, Timm and Chairman Shewey.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

Motion was made by Commissioner Brownlee and seconded by Commissioner Ezzell to convene into Executive Session pursuant to 25 Okla. Stat. §307(C)(10), to discuss matters pertaining to economic development, to protect the confidentiality of the business; and pursuant to 25 O.S. §307(B)(4), to discuss City of Enid V. Walters, et al, and Bobsfarm, Inc. V. City of Enid, because disclosure will seriously impair the ability of the public body to process the claim or conduct pending litigation in the public interest, and the vote was as follows:

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

NAY: None.

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

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In Executive Discussion the Commission discussed economic development, City of Enid V. Walters, et al. and Bobsfarm, Inc. V. City of Enid.

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

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

NAY: None.

The meeting reconvened into regular session at 9:21 P.M.

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

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

NAY: None.

The meeting adjourned at 9:21 P.M.

**City Commission Meeting**

**5. 2.**

**Meeting Date:** 07/21/2015

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**CONSIDER APPOINTMENTS TO THE LONG TERM CARE AUTHORITY OF ENID.**

**BACKGROUND:**

The Long Term Care Authority of Enid (Authority) was created in 1995 to assure the quality of care and cost-effectiveness of long-term care services which benefit the greater Enid area and western Oklahoma. The beneficiary of this Trust is the City of Enid. Per the Authority's Trust Indenture, trustees to this Authority are nominated and their appointment's are approved by the Mayor and Board of Commissioners.

The following nominees are recommended for approval:

- One appointment to be filled by an organization nominee or individual representing people with physical disabilities. The Authority recommends the appointment of Charles Hoosier to fill an unexpired term for three years.
- One appointment to be filled by an organization nominee or individual representing the business community. The Authority recommends the appointment of James Crabbs for a three-year term.
- One appointment to be filled by an organization nominee or individual representing people with intellectual and developmental disabilities. The Authority recommends Patty Harkin for a three-year term.
- One appointment to be filled by an organization nominee or individual representing people who have, or experience, mental health, substance abuse or domestic violence issues. The Authority recommends Janet Cordell for a three-year term.
- One appointment to be filled by an organization nominee or individual representing elderly individuals. The Authority recommends Nicki Carlsten for a three-year term.

**RECOMMENDATION**

Approve appointments.

**PRESENTER:**

Joan Riley, Assistant City Manager.

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**City Commission Meeting**

**5. 3.**

**Meeting Date:** 07/21/2015

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**CONSIDER APPOINTMENT TO THE SALES TAX OVERSIGHT COMMITTEE.**

**BACKGROUND:**

The term for the Ward 4 representative on the Sales Tax Oversight Committee, currently held by Mr. Douglas Griffith, has expired. The Resolution establishing this Committee requires that this appointment be made by Ward 4 Commissioner Rodney Timm. Commissioner Timm has requested that Mr. Griffith be reappointed to the Committee, said term to expire March 1, 2018.

**RECOMMENDATION**

Reappoint Mr. Douglas Griffith to the Sales Tax Oversight Committee.

**PRESENTER:**

N/A

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**City Commission Meeting**

**5. 4.**

**Meeting Date:** 07/21/2015

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**CONSIDER APPOINTMENT TO THE POLICE CIVIL SERVICE COMMISSION.**

**BACKGROUND:**

A vacancy exists on this Commission due to the resignation of Mr. Dalen McVay. This vacancy must be filled by any interested citizen of the city of Enid. Applications have been submitted by Mr. Troy Cowley, Mr. Ryan Jackson, Ms. Karla Johnston, Mr. Dale Pazzo, and Mr. William Stittsworth. The successful applicant will serve on the Commission until April 19, 2018. Applications and ballot are attached for your consideration.

**RECOMMENDATION**

Consider appointment.

**PRESENTER:**

Joan Riley, Assistant City Manager.

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**Attachments**

PCSC Apps.-Ballot

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**BOARDS AND COMMISSIONS  
JULY 21, 2015**

**BALLOT  
POLICE CIVIL SERVICE COMMISSION**

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TROY COWLEY	<input type="checkbox"/>	RYAN JACKSON	<input type="checkbox"/>
KARLA JOHNSON	<input type="checkbox"/>	DALE PAZZO	<input type="checkbox"/>
WILLIAM STITTSWORTH	<input type="checkbox"/>		

**Vote for one (1) to fill vacancy.**

**CIRCLE & INITIAL**

Janzen  
Brownlee  
Ezzell  
Timm  
Wilson  
Vanhooser  
Mayor Shewey



CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME Troy Cowley  
HOME ADDRESS 4209 STONEWALL CT. ENID, OK. 73703  
MAILING ADDRESS 4209 STONEWALL CT. ENID, OK 73703  
HOME PHONE 580-233-0492 BUSINESS PHONE 580-249-2305  
DRIVER'S LICENSE # PO80383800 COMMISSION WARD 6

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES ENID NOON AMBULES MEMBER  
FOR 20 years, Rural Health Board, OK's ONE CALL PC BOARD,  
Resource Alliance Board, OGA2 COMMUNITY RELATIONS 37 years,  
GCEM MEMBER, 4 years

OTHER COMMENTS FORMER BPD officer, Police Commissioner April 1996  
To April 1997,

REFERENCES

DARON Rudy VP Central National Wade Patterson County Assessor

CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME Ryan Lee Jackson

HOME ADDRESS 2514 Wagon Trail, Enid, OK 73703

MAILING ADDRESS \_\_\_\_\_

HOME PHONE 580-542-0129 BUSINESS PHONE 580-237-5050

DRIVER'S LICENSE # 4083347009 COMMISSION WARD \_\_\_\_\_

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Past Park Board  
Enid Noon Ambucs, Main Street Enid, The Vine  
Church

OTHER COMMENTS \_\_\_\_\_

REFERENCES

Matt Davis  
580-977-9452

Margaret Jones  
580-548-2423  
580-977-8332

CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME Karla Johnston  
HOME ADDRESS 2521 Indian Drive, Enid 73703  
MAILING ADDRESS Same  
HOME PHONE (580) 239-9529 BUSINESS PHONE N/A  
DRIVER'S LICENSE # G1060159243 COMMISSION WARD 2

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Member of FOP (Lodge #116) -  
Okla. Public Employees Association - retiree; NW Okla. Walk to Emmaus  
Community & Enid Emmaus Community; Member of Willow View United Methodist  
Church & assist at Bethany UMC food pantry. Active platelet donor at OBI -

OTHER COMMENTS Worked in law enforcement for 34 yrs. - 10 years as  
Probation & Parole Officer & Team Supervisor in Enid from 9/77 to 8/87 and  
24 years as Investigator II for the Pardon & Parole Board at JCC/ECCC -  
Retired 10/11 -

REFERENCES

Bill Addington  
(confirmed reference)

Cathy Stocker  
(could not contact her by phone to  
confirm her as a reference)

CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME DALE PAZZO

HOME ADDRESS 2802 SUNNYBROOK LN ENID 73703

MAILING ADDRESS SAME

HOME PHONE 580-234-1224 BUSINESS PHONE 580-596- <sup>CELL 580-747-0118</sup>

DRIVER'S LICENSE # R080522696 COMMISSION WARD \_\_\_\_\_

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES \_\_\_\_\_  
SEE ATTACHED SHEET

OTHER COMMENTS WOULD CONSIDER IT AN HONOR TO  
SERVE ON THE POLICE SERVICE COMMISSION BOARD

REFERENCES  
FRANK SANDERS  
580-747-0381

BILL WINCHESTER  
580-554-2630

# **Dale Pazzo**

## **Personal Information;**

Myself and wife Mary were born and raised two daughter in Enid and we are proud to call Enid our home town.

## **Community Services;**

Two time past president of the Briggs Evening Loins Club.

Volunteer Reserve Deputy Sheriff for Garfield Co. Sheriff Dept. since 1986 to present

Volunteer storm spotter for Garfield County Emergency Management since 1995

## **Employment Information;**

Sold new and used cars in Enid from 1981 to 2006

Deputy Sheriff for Garfield County from 2008 to 2014

Currently employed at J P Energy as Crude Oil Analyst

## **Education and Training Information;**

Graduated from Enid High School in 1970

Over 1200 hours CLEET law enforcement training

CLEET certified D.A.R.E. instructor

CLEET certified and currently Security Guard instructor at Autry Vo-Tech

FBI Hostage Negotiation School and Crisis Intervention Training

4.3.13 LM  
YES 3-25-14  
YES 3-9-15  
YES 7-2-15

CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM  
POLICE CIVIL SERVICE COMMISSION

NAME William Gregory Stittsworth  
HOME ADDRESS 1314 West Elm Enid, Oklahoma 73703  
MAILING ADDRESS 2420 N. Washington Enid, Oklahoma 73701  
HOME PHONE 580-237-1902 BUSINESS PHONE 580-233-9500  
DRIVER'S LICENSE # C080861608 COMMISSION WARD \_\_\_\_\_

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES President, Stittsworth  
Funeral Service, INC., Secretary of Chisholm Trail Burial Park,  
Member, I.O.O.F, Knights of Columbus, Member of St. Francis Xavier,  
Affiliated with Emmanuel Baptist, President, Stittsworth Community Center,

OTHER COMMENTS Amy and I made Enid our permanent home, raising our  
five children here. Enid is a community rich in traditional growth.  
Our committment to the community is expressed on daily. The Police  
Department is the heartbeat of our community and, we want to help in  
Any way we can.

REFERENCES  
\_\_\_\_\_

**City Commission Meeting**

**8. 1.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**CONSIDER A RESOLUTION SUPPORTING THE NOMINATION OF MAYOR BILL SHEWEY TO SERVE ON THE OKLAHOMA MUNICIPAL LEAGUE'S (OML) BOARD OF DIRECTORS.**

**BACKGROUND:**

The resolution will support the nomination of Mayor Bill Shewey to the District 7 seat on the Board of Directors of the Oklahoma Municipal League.

**RECOMMENDATION**

Approve Resolution.

**PRESENTER:**

Jerald Gilbert, City Manager.

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**Attachments**

Resolution

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**RESOLUTION**

**A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF MAYOR BILL SHEWEY TO THE DISTRICT 7 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF ENID AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.**

**WHEREAS**, the City of Enid recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

**WHEREAS**, the City of Enid, through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

**WHEREAS**, the City of Enid is within District 7 and as such is represented by an appointee seated within said district;

**WHEREAS**, the City of Enid has an interest and desire to resolve its support of the nomination of Mayor Bill Shewey for the District 7 seat on the OML Board of Directors;

**WHEREAS**, the City of Enid finds that said nomination would benefit the City of Enid and the other municipalities within District 7 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL/TOWN BOARD OF THE CITY/TOWN OF ENID, OKLAHOMA:**

**SECTION 1:** That the City of Enid unequivocally supports the nomination of Mayor Bill Shewey to serve as the District 7 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose, and acknowledging that the City of Enid and other municipalities within District 7 will benefit by his/her appointment.

**SECTION 2:** That should Mayor Bill Shewey ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Enid.

**PASSED, APPROVED AND EFFECTIVE** this 21st day of July 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
City Attorney



**City Commission Meeting**

**8. 2.**

**Meeting Date:** 07/21/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,872,089.16 TO INCREASE THE 2015-2016 APPROPRIATED AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2015, FOR THE CITY OF ENID, OKLAHOMA.**

**BACKGROUND:**

This is a companion to item 12.1, and is considered every year for approval. The City of Enid encumbered \$12,872,089.16 as of June 30, 2015. These encumbrances were accounted for in Fiscal Year 2014-2015 but were not completed by June 30, 2015. These items have all been previously approved by the Commission.

The money reserved for the encumbrances is still in the fund balances of the respective funds and available for appropriation. The budget for Fiscal Year 2015-2016 does not include these encumbrances from the prior fiscal year, but only the budgeted expenditures for the new fiscal year. Therefore the rollover encumbrances as of June 30, 2015 must be appropriated according to the attached resolution.

The majority of the prior year encumbrances are for capital items in the General, Street and Alley, Capital Improvement, Street Improvement, Sanitary Sewer, Stormwater, and Water Capital Improvement funds. The detailed listing by purchase order is attached.

**RECOMMENDATION**

Approve Resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

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**Fiscal Impact**

**Budgeted Y/N:** No  
**Amount:** \$12,627,838.16  
**Funding Source:**  
Fund balance of applicable funds.

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**Attachments**

Encumbrance Roll Over 6-30-15  
Encumbrance List 6-30-15

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RESOLUTION

A RESOLUTION AMENDING THE 2015-2016 BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,872,089.16 TO INCREASE THE 2015-2016 APPROPRIATED AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2015 FOR THE CITY OF ENID, OKLAHOMA.

WHEREAS, the City of Enid had \$12,872,089.16 in encumbered amounts as of June 30, 2015; and

WHEREAS, the budget for fiscal year 2015-2016 does not include these encumbrances from the prior fiscal year; and

WHEREAS, these prior year encumbrances must be paid from current fiscal year 2015-2016 funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2015-2016 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR PRIOR YEAR 2014-2015 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:

FUND 10 GENERAL FUND		\$211,610.84
Administration	\$13,023.39	
General Government	\$15,000.00	
Community Development	\$56,753.58	
Code Enforcement	\$2,832.90	
Engineering	\$19,617.28	
Public Works Management	\$1,300.00	
Stormwater and Roadway Maintenance	\$46,276.95	
Technical Services	\$6,034.05	
Library	\$33,605.43	
GF Capital Asset Replacement	\$17,167.26	
FUND 20 WOODRING AIRPORT		\$1,294,532.62
Woodring Airport	\$1,294,532.62	
FUND 22 MEADOWLAKE GOLF		\$11,621.00
Meadowlake Golf	\$11,621.00	
FUND 30 STREET & ALLEY		\$673,467.24
Street & Alley	\$673,467.24	
FUND 40 CAPITAL IMPROVEMENT		\$3,475,696.68
Capital Improvement	\$3,475,696.68	

FUND 41 STREET IMPROVEMENT		\$524,531.04
Street Improvement	\$524,531.04	
FUND 42 SANITARY SEWER CAPITAL IMPROVEMENT		\$881,122.94
SSCIF	\$881,122.94	
FUND 43 STORMWATER		\$1,730,553.04
Stormwater	\$1,730,553.04	
FUND 44 WATER CAPITAL IMPROVEMENT		\$3,214,101.90
Water Capital Improvement	\$3,214,101.90	
FUND 51 POLICE		\$21,656.16
Police	\$21,656.16	
FUND 65 FIRE		\$766,152.70
Fire	\$766,152.70	
FUND 70 CDBG		\$67,043.00
CDBG	\$67,043.00	
TOTAL PRIOR YEAR ENCUMBRANCES 14-15		<u>\$12,872,089.16</u>

Adopted this 21<sup>st</sup> day of July 2015.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

PO Number	Vendor ID	Vendor Name	Project Number	Description	Document Date	Original Amount	Paid Amount	Remaining Subtotal	Fund	Dept	Account
PO0128835	01-04786	CHISHOLM TRAIL CARPENTRY, LLC		LUMBER/PANELING/FORMICA	6/12/2015	\$ 11,432.00		\$ 11,432.00	10	120	4401
PO0128417	01-49880	DELL MARKETING, LP		COMPUTER	5/26/2015	\$ 1,591.39		\$ 1,591.39	10	120	4407
PO0128105	01-23053	WESTERN ENTERPRISES INC		FIREWORKS DISPLAY	5/6/2015	\$ 15,000.00		\$ 15,000.00	10	200	1150
PO0123750	01-01918	GUERNSEY	G-1501A	G-1501A PROFESSIONAL SERVICES	7/15/2014	\$ 395,785.00	\$ 341,164.75	\$ 54,620.25	10	300	1110
PO0129161	01-04731	PRESERVATION AND DESIGN STUDIO, PLLC		NATL REG OF HIST PLACES NOM	6/26/2015	\$ 2,133.33		\$ 2,133.33	10	300	1130
PO0129155	01-49880	DELL MARKETING, LP		COMPUTER	6/26/2015	\$ 2,797.90		\$ 2,797.90	10	350	4407
PO0129163	01-00092	CONSTRUCTION INDUSTRIES BOARD		INSP LICENSE/ T HOLDEN	6/26/2015	\$ 35.00		\$ 35.00	10	350	4407
PO0122887	01-02116	MESHEK & ASSOCIATES, PLC	G-1502A	G-1502A PROFESSIONAL SERVICES	7/22/2014	\$ 49,800.00	\$ 38,495.00	\$ 11,305.00	10	400	1110
PO0126784	01-03661	RK BLACK, INC.	G-1402A	G-1402A FILE DIGITIZATION	2/23/2015	\$ 10,700.00	\$ 2,387.72	\$ 8,312.28	10	400	1110
PO0128835	01-04786	CHISHOLM TRAIL CARPENTRY, LLC		LUMBER/PANELING/FORMICA 700	6/12/2015	\$ 1,300.00		\$ 1,300.00	10	700	4406
PO0123671	01-04209	PATTERSON MOWING		MOW/CLEAN RIGHTS OF WAY	8/19/2014	\$ 40,000.00	\$ 18,326.00	\$ 21,674.00	10	740	1110
PO0123723	01-04552	ADVANCE SERVICES		MOW/CLEAN RIGHTS OF WAY	9/4/2014	\$ 21,670.00	\$ 15,000.00	\$ 6,670.00	10	740	1110
PO0124271	01-04577	JANTZ MOWING		MOW/CLEAN RIGHTS OF WAY	8/19/2014	\$ 20,000.00	\$ 5,310.00	\$ 14,690.00	10	740	1110
PO0128834	01-76250	LOGAN COUNTY ASPHALT COMPANY		PROLINE COLD PATCH	6/11/2015	\$ 15,000.00	\$ 11,757.05	\$ 3,242.95	10	740	4406
PO0128832	01-03695	CUSTOM TRAILER SALES, INC.		TILT TRAILER	6/11/2015	\$ 6,034.05		\$ 6,034.05	10	750	4406
PO0125349	01-23010	WALLER GLASS COMPANY, INC.		CROMWELL/MJR 14/15 DOORS/GL	11/25/2014	\$ 3,850.00	\$ -	\$ 3,850.00	10	900	1123
PO0127438	01-04698	CULTURAL SURROUNDINGS		MJ ROOM FURNISHINGS	3/31/2015	\$ 36,308.67	\$ 18,154.34	\$ 18,154.33	10	900	1123
PO0128298	01-04689	THE SLIDING DOOR COMPANY	M-1515A	M-1515A GLASS PARTITIONS	5/18/2015	\$ 9,636.73	\$ 4,068.36	\$ 5,568.37	10	900	1123
PO0128629	01-49880	DELL MARKETING, LP		LAPTOPS (2).STEM GRANT	6/4/2015	\$ 1,198.00		\$ 1,198.00	10	900	1130
PO0122730	01-04513	SCOTTSDALE ART FACTORY, LLC.		DOOR HANDLES	7/15/2014	\$ 1,950.00	\$ 975.00	\$ 975.00	10	900	4201
PO0128831	01-49880	DELL MARKETING, LP		SERVER MEMORY UPGRADE	6/11/2015	\$ 3,859.73		\$ 3,859.73	10	900	4407
PO0123488	01-04461	THE FIELD SHOP, INC.	IT-1403A	IT-1403A PER QUOTE #131597-	8/19/2014	\$ 123,578.35	\$ 120,147.35	\$ 3,431.00	10	955	9003
PO0127519	01-03617	MOONBLINK COMMUNICATIONS, INC.	IT-1502	IT-1502 MICROWAVE LINK	4/7/2015	\$ 25,733.50	\$ 25,105.24	\$ 628.26	10	955	9003
PO0128849	01-04461	THE FIELD SHOP, INC.		OPTICAL FIBER CONNECTOR/OUTPUT	6/17/2015	\$ 2,166.00		\$ 2,166.00	10	955	9003
PO0127949	01-16008	PINKLEY SALES CO.		BATTERY BACKUP	4/28/2015	\$ 4,994.00	\$ -	\$ 4,994.00	10	955	9004
PO0127950	01-16008	PINKLEY SALES CO.		TRAFFIC SIGNAL CONTROLLER	4/28/2015	\$ 5,948.00	\$ -	\$ 5,948.00	10	955	9004
								<b>\$ 211,610.84</b>	<b>10 Total</b>		
PO0107486	01-02269	CEC CORPORATION	A-1301A	A-1301A RUNWAY EXTENSION	7/3/2012	\$ 171,200.00	\$ 166,900.00	\$ 4,300.00	20	205	1130
PO0122399	01-02269	CEC CORPORATION	A-1301C	A-1301C RUNWAY EXTENSION	6/20/2014	\$ 55,200.00	\$ 54,200.00	\$ 1,000.00	20	205	1130
PO0123275	01-02269	CEC CORPORATION	A-1301A	A-1301A EXTEND/LIGHT/RUNWAY	8/4/2014	\$ 72,830.00	\$ 59,423.00	\$ 13,407.00	20	205	1130
PO0124148	01-01291	TTK CONSTRUCTION	A-1301D	A-1301D LIGHT/EXTENSION	9/4/2014	\$ 4,927,175.13	\$ 3,740,349.51	\$ 1,186,825.62	20	205	1130
PO0124950	01-02269	CEC CORPORATION	A-1301D	A-1301D RUNWAY EXTENSION	11/4/2014	\$ 176,000.00	\$ 100,000.00	\$ 76,000.00	20	205	1130
PO0124951	01-02269	CEC CORPORATION	A-1301E	A-1301E RUNWAY EXTENSION	11/4/2014	\$ 38,000.00	\$ 34,200.00	\$ 3,800.00	20	205	1130
PO0129157	01-04796	BIG RED FENCING		REPAIR FENCE SECTIONS	6/26/2015	\$ 5,000.00		\$ 5,000.00	20	205	4201
PO0129158	01-12007	LUCKINBILL, INC.		AIR CONDITIONER REPAIR	6/26/2015	\$ 4,200.00		\$ 4,200.00	20	205	4201
								<b>\$ 1,294,532.62</b>	<b>20 Total</b>		
PO0128830	01-00988	BUSBY PUMP AND SUPPLY		VFD DRIVES/INSTALLATION	6/11/2015	\$ 11,621.00		\$ 11,621.00	22	225	9151
								<b>\$ 11,621.00</b>	<b>22 Total</b>		
PO0125518	01-04033	DOLESE BROTHERS CO., INC.	R-1505A	R-1505A 2015 CONCRETE REPAIRS	12/2/2014	\$ 3,627.22	\$ 3,627.22	\$ -	30	305	4406
PO0126077	01-04033	DOLESE BROTHERS CO., INC.		CRUSHER RUN	1/13/2015	\$ 60,000.00	\$ 57,229.82	\$ 2,770.18	30	305	4406
PO0120495	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 STREET PROG	3/18/2014	\$ 695,275.05	\$ 658,576.02	\$ 36,699.03	30	305	9160
PO0121360	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A STREET PROG	5/6/2014	\$ 10,200.00	\$ -	\$ 10,200.00	30	305	9160
PO0124539	01-19037	STANDARD TESTING & ENGINEERING	R-1401A	R-1401A PROFESSIONAL SERVICES	10/14/2014	\$ 410.00	\$ -	\$ 410.00	30	305	9160
PO0125166	01-04172	DONELSON CONSTRUCTION CO, LLC	R-1501A	R-1501A AGGREGATE QUICK SET	11/4/2014	\$ 732,903.36	\$ 476,404.00	\$ 256,499.36	30	305	9160
PO0125203	01-02470	DERWIN'S CONSTRUCTION	R-1505A	R-1505A 2015 CONCRETE REPAIRS	11/18/2014	\$ 145,500.00	\$ 69,677.17	\$ 75,822.83	30	305	9160
PO0125518	01-04033	DOLESE BROTHERS CO., INC.	R-1505A	R-1505A 2015 CONCRETE REPAIRS	12/2/2014	\$ 140,372.78	\$ 38,315.53	\$ 102,057.25	30	305	9160
PO0127771	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 LOCAL STREET PRO	4/17/2015	\$ 828.02	\$ -	\$ 828.02	30	305	9160
PO0128321	01-03089	CUMMINS CONSTRUCTION EQUIP. CO., INC.	R-1502A	R-1502A 2015 ST RESURFACING	5/14/2015	\$ 36,025.35		\$ 36,025.35	30	305	9160
PO0128853	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 LOCAL ST PROGRAM	6/16/2015	\$ 139,459.00		\$ 139,459.00	30	305	9160
PO0129164	01-03500	SL MADISON CONSTRUCTION	M-1513A	M-1513A 2015 RES SIDEWALK PRGM	6/26/2015	\$ 12,696.22		\$ 12,696.22	30	305	9220
								<b>\$ 673,467.24</b>	<b>30 Total</b>		

PO Number	Vendor ID	Vendor Name	Project Number	Description	Document Date	Original Amount	Paid Amount	Remaining Subtotal	Fund	Dept	Account
PO0124570	01-05070	ENID MACK SALES, INC.		TRANSMISSION REPAIR	10/15/2014	\$ 4,403.99	\$ -	\$ 4,403.99	31	760	4507
PO0123279	01-80258	BRENNTAG SOUTHWEST, INC.		CHLORINE GASE 7/14-6/15	8/4/2014	\$ 62,000.00	\$ 48,717.40	\$ 13,282.60	31	790	4411
PO0128526	01-00917	HD SUPPLY WATERWORKS		FLANGES/WATER METERS (9)	5/29/2015	\$ 13,694.67		\$ 13,694.67	31	795	4406
PO0128347	01-05084	EVANS ENTERPRISES		PUMP REPAIR	5/20/2015	\$ 788.55		\$ 788.55	31	795	4440
PO0128366	01-05084	EVANS ENTERPRISES		PUMP REPAIR	5/21/2015	\$ 788.55		\$ 788.55	31	795	4440
PO0122731	01-04429	STOVER & ASSOCIATES, INC		PROFESSIONAL SERVICES	7/1/2014	\$ 1,246,960.00	\$ 1,222,990.32	\$ 23,969.68	31	799	1110
PO0124709	01-80258	BRENNTAG SOUTHWEST, INC.		POLYMER 10/14-10/15	10/7/2014	\$ 50,000.00	\$ 19,791.96	\$ 30,208.04	31	799	4411
PO0108212	01-03457	CARTEGRAPH SYSTEMS, INC.		OPERATIONS MANAGEMENT SOFTWARE	9/18/2012	\$ 124,485.00	\$ 123,399.35	\$ 1,085.65	31	956	9003
									<b>\$ 88,221.73</b>	<b>31 Total</b>	
PO0121849	01-04464	MTZ CONSTRUCTION, INC.	M-1304A	M-1304A PEDESTRIAN TRAIL	5/6/2014	\$ 652,468.30	\$ 632,969.89	\$ 19,498.41	40	405	1129
PO0125187	01-43990	CONTRACTORS SUPPLY CO.	M-1501A	M-1501A INSULATED BLANKETS	11/20/2014	\$ 7,200.00	\$ -	\$ 7,200.00	40	405	1129
PO0126920	01-04464	MTZ CONSTRUCTION, INC.	M-1304A	M-1304A CHANGE ORDER	2/3/2015	\$ 18,815.79	\$ -	\$ 18,815.79	40	405	1129
PO0128829	01-04309	EASTON SOD FARMS, INC	M-1501A	M-1501A SOD/CROSSLIN TRAIL	6/11/2015	\$ 7,840.00		\$ 7,840.00	40	405	1129
PO0128851	01-60230	RICK LORENZ CONSTRUCTION	M-1501B	M-1501B CROSSLIN DET OUTLET	6/16/2015	\$ 125,655.50		\$ 125,655.50	40	405	1129
PO0128852	01-04033	DOLESE BROTHERS CO., INC.	M-1501A	M-1501A CROSSLIN PED TRAIL	6/16/2015	\$ 90,000.00	\$ 22,393.04	\$ 67,606.96	40	405	1129
PO0128974	01-18063	DUB ROSS COMPANY, INC.	M-1501A	M-1501A CONCRETE CULVERT	6/23/2015	\$ 4,095.36		\$ 4,095.36	40	405	1129
PO0121938	01-04467	HOOD-RICH, INC.	G-1303B	G-1303B PROFESSIONAL SERVICES	5/6/2014	\$ 339,500.00	\$ 210,600.58	\$ 128,899.42	40	405	9151
PO0124022	01-04565	CIMMARON SOD	M-1410A	M-1410A SOD DELIVERY/INSTALL	9/18/2014	\$ 31,020.00	\$ 22,620.00	\$ 8,400.00	40	405	9151
PO0124857	01-31260	BRUEGGEMANN ENGINEERING	M-1508	M-1508 PROFESSIONAL SERVICES	10/30/2014	\$ 48,715.00	\$ 28,010.00	\$ 20,705.00	40	405	9151
PO0127172	01-00158	C-P INTEGRATED SERVICES INC.	M-1505	M-1505 BROADWAY RAMPS/TRA	3/3/2015	\$ 494,586.97	\$ 93,025.42	\$ 401,561.55	40	405	9220
PO0127520	01-08060	HENSON CONSTRUCTION CO., INC.	M-1405B	M-1405B EXCHANGE PARK RESTROOM	3/3/2015	\$ 90,682.00	\$ -	\$ 90,682.00	40	405	9220
PO0128200	01-00158	C-P INTEGRATED SERVICES INC.	M-1505	M-1505 E BRODWY ADA RAMPS/TRL	5/4/2015	\$ 73,661.46	\$ -	\$ 73,661.46	40	405	9220
PO0128321	01-03089	CUMMINS CONSTRUCTION EQUIP. CO., INC.	R-1502A	R-1502A 2015 ST RESURFACING	5/14/2015	\$ 230,014.33		\$ 230,014.33	40	405	9220
PO0111399	01-02482	TETRA TECH, INC.	R-1311A	R-1311A IMPROV DESIGN CL	2/5/2013	\$ 245,000.00	\$ 224,760.57	\$ 20,239.43	40	405	9222
PO0116768	01-02482	TETRA TECH, INC.	W-1406A	W-1406A WATERLINE RELOC	10/1/2013	\$ 66,860.00	\$ 42,551.45	\$ 24,308.55	40	405	9222
PO0116804	01-02482	TETRA TECH, INC.	G-1302B	G-1302B PROF MGMT SVCS	9/17/2013	\$ 414,500.00	\$ 25,916.33	\$ 388,583.67	40	405	9222
PO0117820	01-02482	TETRA TECH, INC.	R-1311B	R-1311B INTERSECTION DES	11/15/2013	\$ 190,525.00	\$ 158,038.89	\$ 32,486.11	40	405	9222
PO0123490	01-02482	TETRA TECH, INC.	R-1311A	R-1311A INTERECTION DESIGN	8/19/2014	\$ 13,895.00	\$ -	\$ 13,895.00	40	405	9222
PO0124149	01-15127	OK NATURAL GAS	R-1311B	R-1311B PIPELAND RELOCATION	9/16/2014	\$ 80,327.00	\$ -	\$ 80,327.00	40	405	9222
PO0124154	01-12007	LUCKINBILL, INC.	W-1203B	W-1203B WATER RELOCATION	9/16/2014	\$ 827,748.00	\$ 392,620.75	\$ 435,127.25	40	405	9222
PO0128536	01-04659	ENID COMMERCIAL INVESTMENTS, LLC.	R-1509A	R-1509A ROAD IMPROV	4/1/2015	\$ 281,188.00		\$ 281,188.00	40	405	9222
PO0128861	01-03531	CABBINESS ENGINEERING, LLC	W-1406C	W-1406C PROFESSIONAL SERVICES	6/16/2015	\$ 290,150.00		\$ 290,150.00	40	405	9222
PO0128864	01-01857	KEYSTONE SERVICES, INC.	R-1506A	R-1506A 2015 CRACK SEALING	6/16/2015	\$ 100,000.00		\$ 100,000.00	40	405	9222
PO0128883	01-03594	BUDGET PLUMBING & CONSTRUCTION, LLC	W-1406C	W-1406C INSPECTION SERVICES	6/19/2015	\$ 7,800.00		\$ 7,800.00	40	405	9222
PO0092320	01-02482	TETRA TECH, INC.	R-0814A	R-0814A GO BOND BRIDGE IMPROV	9/9/2010	\$ 227,771.00	\$ 168,424.61	\$ 59,346.39	40	405	9224
PO0124155	01-02482	TETRA TECH, INC.	R-0814A	R-0814A BRIDGE REPLACEMENT	9/16/2014	\$ 30,000.00	\$ -	\$ 30,000.00	40	405	9224
PO0124141	01-03533	CORBIN & MERZ ARCHITECTS INC., PC	P-1501	P-1501 ARCHITECTURAL AGREEMENT	9/25/2014	\$ 18,500.00	\$ 14,800.00	\$ 3,700.00	40	405	9252
PO0128525	01-15061	OK CORRECTIONAL INDUST.	P-1504	P-1504 BENCHES (10)	5/29/2015	\$ 2,317.50		\$ 2,317.50	40	405	9252
PO0128533	01-08060	HENSON CONSTRUCTION CO., INC.	P-1501	P-1501 PROFESSIONAL SERVICE	5/21/2015	\$ 392,212.00		\$ 392,212.00	40	405	9252
PO0128553	01-03899	CHILD'S PLAY, INC.	P-1504	P-1504 CANOPY SHADES	6/1/2015	\$ 6,670.00		\$ 6,670.00	40	405	9252
PO0128555	01-02402	TITAN FENCE CO.	P-1504	P-1504 FENCING	6/1/2015	\$ 28,365.00		\$ 28,365.00	40	405	9252
PO0128828	01-04309	EASTON SOD FARMS, INC	P-1403C	P-1403C SOD/FERRIS WHEEL	6/11/2015	\$ 8,700.00		\$ 8,700.00	40	405	9252
PO0128848	01-04033	DOLESE BROTHERS CO., INC.	P-1504	P-1504 CONCRETE	6/17/2015	\$ 8,085.00		\$ 8,085.00	40	405	9252
PO0129156	01-04033	DOLESE BROTHERS CO., INC.	P-1503A	P-1503A ADA LAMESA/GLENWOOD	6/26/2015	\$ 50,000.00		\$ 50,000.00	40	405	9252
PO0129165	01-04309	EASTON SOD FARMS, INC	P-1503A	P-1503A ADA SIDEWALK	6/26/2015	\$ 7,560.00		\$ 7,560.00	40	405	9252
									<b>\$ 3,475,696.68</b>	<b>40 Total</b>	
PO0120495	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 LOC STREET	3/18/2014	\$ 254,127.79	\$ 249,435.30	\$ 4,692.49	41	415	9222
PO0128321	01-03089	CUMMINS CONSTRUCTION EQUIP. CO., INC.	R-1502A	R-1502A 2015 ST RESURFACING	5/14/2015	\$ 519,138.55		\$ 519,138.55	41	415	9222
PO0128331	01-05050	ENVIROTECH	R-1401A	R-1401A PROFESSIONAL SERVICES	5/19/2015	\$ 700.00		\$ 700.00	41	415	9222
									<b>\$ 524,531.04</b>	<b>41 Total</b>	

PO Number	Vendor ID	Vendor Name	Project Number	Description	Document Date	Original Amount	Paid Amount	Remaining Subtotal	Fund	Dept	Account	
PO0110918	01-03808	ALAN PLUMMER ASSOCIATES, INC.	S-1303A	S-1303A WASTEWATER	1/15/2013	\$ 75,000.00	\$ 74,470.92	\$ 529.08	42	425	9232	
PO0120498	01-03808	ALAN PLUMMER ASSOCIATES, INC.	S-1303A	S-1303A WWFEASABILITY	3/18/2014	\$ 17,275.00	\$ -	\$ 17,275.00	42	425	9232	
PO0120947	01-12007	LUCKINBILL, INC.	S-1402A	S-1402A 2014 REPAIR PROG	4/15/2014	\$ 258,881.00	\$ 235,082.12	\$ 23,798.88	42	425	9232	
PO0121364	01-12007	LUCKINBILL, INC.	S-1402B	S-1402B SAN SEWER INSPEC	5/6/2014	\$ 92,100.00	\$ 87,495.00	\$ 4,605.00	42	425	9232	
PO0123277	01-03594	BUDGET PLUMBING & CONSTRUCTION, LLC	S-1402D	S-1402D MANHOLE REPLACEMENT	8/4/2014	\$ 2,000.00	\$ 135.00	\$ 1,865.00	42	425	9232	
PO0125161	01-05050	ENVIROTECH	S-1506	S-1506 SEWER EXTENSION	11/18/2014	\$ 30,500.00	\$ 25,000.00	\$ 5,500.00	42	425	9232	
PO0125163	01-05050	ENVIROTECH	S-1508	S-1508 PLANE/SPECS SEWER LINE	11/18/2014	\$ 13,000.00	\$ 2,750.00	\$ 10,250.00	42	425	9232	
PO0125829	01-03681	MATTHEWS TRENCHING CO.	S-1304A	S-1304A 54TH ST SEWER IMPRVMT	12/16/2014	\$ 399,163.00	\$ 116,693.25	\$ 282,469.75	42	425	9232	
PO0125980	01-05050	ENVIROTECH	S-1510	S-1510 PROFESSIONAL SERVICE	1/8/2015	\$ 16,255.00	\$ 16,180.00	\$ 75.00	42	425	9232	
PO0127948	01-05050	ENVIROTECH	S-1510	S-1510 PROFESSIONAL SERVICE	4/28/2015	\$ 7,065.29	\$ -	\$ 7,065.29	42	425	9232	
PO0128197	01-05050	ENVIROTECH	S-1510	S-1510 PROFESSIONAL SERVICE	5/12/2015	\$ 4,460.00	\$ -	\$ 4,460.00	42	425	9232	
PO0128854	01-12007	LUCKINBILL, INC.	S-1514B	S-1514B 2015 SS VIDEO INSPECT	6/16/2015	\$ 247,926.30	\$ -	\$ 247,926.30	42	425	9232	
PO0128857	01-12007	LUCKINBILL, INC.	S-1514A	S-1514A 2015 SS POINT REPAIR PRGM	6/16/2015	\$ 250,313.50	\$ -	\$ 250,313.50	42	425	9232	
PO0108816	01-02296	JACOBS ENGINEERING GROUP	S-0703A	S-0703A CONST/MGMT SERVCIES	10/2/2012	\$ 32,900.00	\$ 7,909.86	\$ 24,990.14	42	425	9236	
									<b>\$ 881,122.94</b>	<b>42 Total</b>		
PO0105687	01-01878	SMITH ROBERTS BALDISCHWILER, LLC	F-1208A	F-1208A PROFESSIONAL SERVICES	5/31/2012	\$ 17,700.00	\$ 11,283.00	\$ 6,417.00	43	435	9251	
PO0107599	01-05050	ENVIROTECH	F-1302A	F-1302A PROFESSIONAL SERVICES	8/24/2012	\$ 41,000.00	\$ 12,600.00	\$ 28,400.00	43	435	9251	
PO0119156	01-05050	ENVIROTECH	F-1307A	F-1307A PROFESSIONAL SVC	1/27/2014	\$ 34,500.00	\$ 33,810.00	\$ 690.00	43	435	9251	
PO0120141	01-03534	MONSOON CONSULTANTS	F-1404A	F-1404A PROFESSIONAL SERVICES	3/13/2014	\$ 19,500.00	\$ 3,797.50	\$ 15,702.50	43	435	9251	
PO0122960	01-04393	DOWNEY CONTRACTING, LLC.	F-1205A	F-1205A DRAINAGE IMPROVEMENT	7/15/2014	\$ 18,660.00	\$ 6,064.00	\$ 12,596.00	43	435	9251	
PO0126539	01-04685	PPS TRUCKING, LLC	F-1307A	F-1307A ROLLING OAK DETENTION	2/6/2015	\$ 1,013,341.60	\$ 244,328.76	\$ 769,012.84	43	435	9251	
PO0126921	01-03500	SL MADISON CONSTRUCTION	F-1502	F-1502 CONSTRUCTION CHANNEL	3/2/2015	\$ 5,204.00	\$ -	\$ 5,204.00	43	435	9251	
PO0127385	01-05050	ENVIROTECH	F-1506A	F-1506A PROFESSIONAL SERVICES	3/27/2015	\$ 45,000.00	\$ 13,500.00	\$ 31,500.00	43	435	9251	
PO0128296	01-12007	LUCKINBILL, INC.	F-1114B	F-1114B PROFESSIONAL SERVICE	5/18/2015	\$ 894.00	\$ -	\$ 894.00	43	435	9251	
PO0128536	01-04659	ENID COMMERCIAL INVESTMENTS, LLC.	F-1501C	F-1501C STORM DRAIN IMPROV	4/1/2015	\$ 355,081.00	\$ -	\$ 355,081.00	43	435	9251	
PO0128833	01-60230	RICK LORENZ CONSTRUCTION	F-1510A	F-1510A STREET REPAIR	6/11/2015	\$ 13,202.50	\$ -	\$ 13,202.50	43	435	9251	
PO0128856	01-04685	PPS TRUCKING, LLC	F-1307A	F-1307A ROLLING OAKS DETENTION	6/16/2015	\$ 491,853.20	\$ -	\$ 491,853.20	43	435	9251	
									<b>\$ 1,730,553.04</b>	<b>43 Total</b>		
PO0095773	01-01918	C.H. GUERNSEY	W-1004A	W-1004A WATER SOURCE EXPANSION	3/1/2011	\$ 339,787.00	\$ 324,787.00	\$ 15,000.00	44	445	9241	
PO0102227	01-02066	PROFESSIONAL ENG. CONSULTANTS	W-1107A	W-1107A WATER PLANT DESIGN	12/13/2011	\$ 64,311.00	\$ 16,426.10	\$ 47,884.90	44	445	9241	
PO0112915	01-01885	WIGGINS AUCTIONEERS	W-1304A	W-1304A PROFESSIONAL SERVICES	4/16/2013	\$ 250,000.00	\$ 27,650.00	\$ 222,350.00	44	445	9241	
PO0121219	01-31260	BRUEGGEMANN ENGINEERING	W-1105A	W-1105A WATERLINE EXPAN	5/7/2014	\$ 1,600.00	\$ -	\$ 1,600.00	44	445	9241	
PO0121860	01-02624	LAYNE CHRISTENSEN COMPANY	W-0906A	W-0906A WELL REPLACEMENT	6/3/2014	\$ 673,060.00	\$ 591,315.00	\$ 81,745.00	44	445	9241	
PO0123403	01-03531	CABBINESS ENGINEERING, LLC	W-1406A	W-1406A PROFESSIONAL SERVICES	8/13/2014	\$ 20,440.00	\$ 14,876.00	\$ 5,564.00	44	445	9241	
PO0125330	01-03594	BUDGET PLUMBING & CONSTRUCTION, LLC	W-1502A	W-1502A WATER METER MAINTENANCE	9/16/2014	\$ 127,560.00	\$ 35,160.00	\$ 92,400.00	44	445	9241	
PO0127401	01-04579	COWAN GROUP ENGINEERING, LLC	W-1512	W-1512 PROFESSIONAL SERVICES	3/30/2015	\$ 49,500.00	\$ 45,000.00	\$ 4,500.00	44	445	9241	
PO0128016	01-04579	COWAN GROUP ENGINEERING, LLC	W-1512	W-1512 PROFESSIONAL SERVICES	5/1/2015	\$ 2,500.00	\$ 500.00	\$ 2,000.00	44	445	9241	
PO0128855	01-12007	LUCKINBILL, INC.	W-1504A	W-1504A 2015 WTRLINE EXTENSION	6/16/2015	\$ 287,951.00	\$ -	\$ 287,951.00	44	445	9241	
PO0128860	01-02624	LAYNE CHRISTENSEN COMPANY	W-1512	W-1512 2015 WELL FIELD IMPROV	6/16/2015	\$ 1,012,856.00	\$ -	\$ 1,012,856.00	44	445	9241	
PO0128863	01-03760	GARVER, LLC	W-1412A	W-1412A KAW ALTERNATE WATER SUPPLY	6/16/2015	\$ 1,196,000.00	\$ -	\$ 1,196,000.00	44	445	9241	
PO0129535	01-01406	GUARANTEE ABSTRACT CO.	W-1304A	W-1304A WATER RIGHTS ACQ	11/18/2014	\$ 244,251.00	\$ -	\$ 244,251.00	44	445	9241	
									<b>\$ 3,214,101.90</b>	<b>44 Total</b>		
PO0128412	01-19165	STEVENS FORD, INC.		TRUCK	5/26/2015	\$ 21,656.16	\$ -	\$ 21,656.16	51	515	9101	
									<b>\$ 21,656.16</b>	<b>51 Total</b>		
PO0128879	01-02571	MYDER, LLC		V1025/GRASS RIG REPAIR/WIRING	6/17/2015	\$ 20,488.56	\$ -	\$ 20,488.56	65	655	4507	
PO0119312	01-04337	BOCKUS PAYNE ASSOCIATES	M-1408A	M-1408A PROFESSIONAL SVC	1/31/2014	\$ 82,600.00	\$ 80,731.26	\$ 1,868.74	65	655	9151	
PO0123323	01-04337	BOCKUS PAYNE ASSOCIATES	M-1408A	M-1408A PROFESSIONAL SVC	8/12/2014	\$ 6,250.00	\$ -	\$ 6,250.00	65	655	9151	
PO0123476	01-03448	PIONEER CONSTRUCTION	M-1506A	M-1506A ROOF REPLACEMENT	8/20/2014	\$ 29,630.00	\$ 20,741.00	\$ 8,889.00	65	655	9151	
PO0125182	01-04630	A C OWEN CONSTRUCTION. LLC	M-1408A	M-1408A FIRE STATION #4	9/4/2014	\$ 1,465,000.00	\$ 780,187.50	\$ 684,812.50	65	655	9151	
PO0127649	01-02808	ARROW MACHINERY COMPANY	M-1408B	M-1408B EXTRACTOR	4/9/2015	\$ 6,875.00	\$ -	\$ 6,875.00	65	655	9151	
PO0127657	01-30450	B & J APPLIANCE	M-1408B	M-1408B APPLIANCES/STA 4	4/10/2015	\$ 3,920.00	\$ -	\$ 3,920.00	65	655	9151	
PO0128187	01-60600	ENID FLORAL & GIFTS	M-1408B	M-1408B LANDSCAPING	5/11/2015	\$ 2,680.00	\$ -	\$ 2,680.00	65	655	9151	

PO Number	Vendor ID	Vendor Name	Project Number	Description	Document Date	Original Amount	Paid Amount	Remaining Subtotal	Fund	Dept	Account
PO0128188	01-20108	TOTAL COM, INC.	M-1408B	M-1408B ALERT SYSTEM INSTALL	5/11/2015	\$ 4,320.00		\$ 4,320.00	65	655	9151
PO0128193	01-03047	RF-IP, INC.	M-1408B	M-1408B ACCESS CONTROL	5/12/2015	\$ 2,813.00		\$ 2,813.00	65	655	9151
PO0128194	01-01304	CK TELEPHONE & DATA SVC.	M-1408B	M-1408B PHONE/DATA INSTALL	5/12/2015	\$ 2,280.00		\$ 2,280.00	65	655	9151
PO0128195	01-03683	FIRST CLASS LAWNS & IRRIGATION	M-1408B	M-1408B SPRINKLER SYSTEM	5/12/2015	\$ 4,000.00		\$ 4,000.00	65	655	9151
PO0128196	01-15061	OK CORRECTIONAL INDUST.	M-1408B	M-1408B HOSE RACKS/SHELVES	5/12/2015	\$ 2,270.90		\$ 2,270.90	65	655	9151
PO0128201	01-04756	ENGINEERED EQUIPMENT, INC.	M-1408B	M-1408B VENT HOOD INSTALL	5/12/2015	\$ 3,918.00		\$ 3,918.00	65	655	9151
PO0128203	01-45450	GARFIELD FURNITURE	M-1408B	M-1408B FURNITURE	5/13/2015	\$ 2,020.00		\$ 2,020.00	65	655	9151
PO0128846	01-16008	PINKLEY SALES CO.	M-1408B	M-1408B VEHICLE DETECT SYSTEM	6/16/2015	\$ 6,748.00		\$ 6,748.00	65	655	9151
PO0128877	01-04346	INT'L BRONZE PLAQUE MANUFACTURERS	M-1408B	M-1408b PLAQUE	6/19/2015	\$ 999.00		\$ 999.00	65	655	9151
PO0129162	01-04797	MLH & ASSOCIATES LLC	M-1408B	M-1408B CONCRETE BORDER	6/26/2015	\$ 1,000.00		\$ 1,000.00	65	655	9151
								<b>\$ 766,152.70</b>	<b>65 Total</b>		
PO0118052	70-37690	LEONARDO'S DISCOVERY WAREHOUSE		B-13(384) LEONARDOS	11/26/2013	\$ 28,680.00	\$ 18,298.00	\$ 10,382.00	70	705	1130
PO0126933	70-03589	T & J DEMOLITION, LLC		B-13(389) DEMO/1825 E CEDAR	3/5/2015	\$ 2,000.00	\$ -	\$ 2,000.00	70	705	1130
PO0127177	70-31860	CITY OF ENID		B-13(381) PARK LIGHT/SIDEWALKS	3/17/2015	\$ 14,828.00	\$ -	\$ 14,828.00	70	705	1130
PO0127340	70-04721	SPORTS UNLIMITED, INC.		B-13 (381) CHAMPION GYM	3/26/2015	\$ 8,327.00	\$ -	\$ 8,327.00	70	705	1130
PO0127340	70-04721	SPORTS UNLIMITED, INC.		B-14 (398) CHAMPION GYM	3/26/2015	\$ 20,753.00	\$ -	\$ 20,753.00	70	705	1130
PO0127518	70-15006	OK GLASS & WALLPAPER		B-14(42) 4RKIDS ADA DOORS	4/7/2015	\$ 10,753.00	\$ -	\$ 10,753.00	70	705	1130
								<b>\$ 67,043.00</b>	<b>70 Total</b>		
								<b>\$ 12,960,310.89</b>	<b>Grand Total</b>		

**City Commission Meeting**

**9. 1.**

**Meeting Date:** 07/21/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**AWARD THE PURCHASE OF 12 POLICE VEHICLES IN THE AMOUNT OF \$401,398.44 TO STEVENS FORD, ENID, OKLAHOMA.**

**BACKGROUND:**

New police vehicles were budgeted in Fiscal Year 15-16 in the amount of \$405,000.00. These vehicles will replace twelve older, higher mileage vehicles in the current fleet. These vehicles will be purchased from Stevens Ford in the amount of \$401,398.44 which is below the State contract price of \$403,932.00. This will continue the fleet conversion to the all wheel drive SUV.

**RECOMMENDATION**

Award purchase of twelve new police vehicles to Stevens Ford in the amount of \$401,398.44.

**PRESENTER:**

Brian O'Rourke, Police Chief.

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**Fiscal Impact**

**Budgeted Y/N:** Yes  
**Amount:** \$401,398.44  
**Funding Source:**  
Police Fund.

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**City Commission Meeting**

**9. 2.**

**Meeting Date:** 07/21/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH STOVER & ASSOCIATES, INC., STILLWATER, OKLAHOMA, TO INCLUDE ADDITIONAL SERVICES FOR GROUND MAINTENANCE.**

**BACKGROUND:**

In May 2014 the Enid Municipal Authority contracted Stover & Associates, Inc., to manage and operate the wastewater treatment facility on 42nd street.

Stover & Associates Inc., and City renegotiated a no-cost mutual agreement to address the mowing and grounds maintenance for approximately 10 acres of City owned property. The City will provide a zero-turn mower, fuel and lubricants for the equipment. Stover & Associates, Inc., will provide all other necessary equipment to complete the maintenance.

**RECOMMENDATION**

Approve Change Order No. 1.

**PRESENTER:**

Billy McBride, Public Works Director.

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**Attachments**

Stover CO 1

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## CHANGE ORDER

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CHANGE ORDER NO: 001

EFFECTIVE DATE: 06/01/2015

PROJECT: Operations, Maintenance, and Management of the Enid Municipal Authority Water Reclamation Facility ("Project")

MASTER AGREEMENT: Agreement For Operations, Maintenance, and Management Services for Water Reclamation Facility entered into and effective May 6, 2014, by and between Stover & Associates, Inc., an Oklahoma corporation, doing business under the trade name, The Stover Group, ("TSG"); and the Enid Municipal Authority, an Oklahoma Public Trust ("EMA") ( the "Master Agreement")

TSG CLIENT/PROJECT NO: ENID01-ENGI01

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### DESCRIPTION OF CHANGE

1. Additional Services by TSG. The following shall be added to TSG's defined scope of services on the Project:

TSG will assume the responsibility for mowing the grounds (between the fences) at the new plant facility located at 1215 South 42<sup>nd</sup> Street, Enid, Oklahoma. TSG will provide, at its sole cost and expense, a suitable tractor with finish mower, and one or more trimmers (TSG Mowing Equipment), and will be responsible for maintenance and upkeep of the TSG Mowing Equipment. TSG will retain full ownership or leasehold rights, as the case may be, in the TSG Mowing Equipment and shall be responsible for maintaining property insurance thereon.

The grounds will be mowed on a regular basis so that the grounds are maintained in a tour ready condition at all times.

The additional services shall not include fertilization, watering, weed control, insect control, fungus or disease control, grass planting, shrubbery or tree maintenance, or any other activity except grass mowing and trimming. The mowing coverage area does not include the old wastewater treatment plant facility and grounds.

2. Responsibilities of EMA

A. EMA will, at its sole cost and expense, furnish to TSG, for its exclusive use in performing the assumed mowing responsibilities, a new or late model industrial grade zero turn radius mower in good working order (EMA Mower), and will be responsible for all maintenance and upkeep to the EMA Mower. EMA will retain full ownership or leasehold rights, as the case may be, to the EMA Mower.

B. EMA will, at its sole cost and expense, provide all fuel and lubricants for the TSG Mowing Equipment and EMA Mower.

3. Additional Costs & Compensation. None, other than the responsibilities assumed above.

4. Schedule Modification. None.

[SEPARATE SIGNATURE PAGES FOLLOW]

Date Signed: \_\_\_\_\_

"EMA"  
THE ENID MUNICIPAL AUTHORITY,  
An Oklahoma Public Trust

\_\_\_\_\_  
\_\_\_\_\_, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

ACKNOWLEDGMENT

State of Oklahoma        )  
                                  ) ss.  
County of Garfield        )

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, Chairman of the Enid Municipal Authority, an Oklahoma Public Trust, to me known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last written above.

\_\_\_\_\_  
Notary Public

"TSG"  
STOVER & ASSOCIATES, INC., doing business  
under trade name, THE STOVER GROUP

By: \_\_\_\_\_  
Name: Dr. Ted Ross Stover  
Title: Vice President  
Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Oklahoma            )  
  ) ss.  
County of Payne             )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015 by Ted Ross Stover, Vice President of Stover & Associates, Inc., an Oklahoma corporation doing business under trade name The Stover Group.

\_\_\_\_\_  
Notary Public

**City Commission Meeting**

**9. 3.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**ACCEPT WATER LINE (W-1503) AND SANITARY SEWER (S-1501A) IMPROVEMENT PROJECTS FOR BOBSFARM 8TH ADDITION.**

**BACKGROUND:**

This privately funded project has been constructed in accordance with City standards and "as-builts" engineering drawings have been received.

This project extended approximately 450 feet of water line and 275 feet of sanitary sewer line to service a new hotel just west of Lowes building center on West Garriott. The project has a one-year maintenance period that will commence upon acceptance of this item.

This item will accept the work and authorize the release of Letter of Credit.

**RECOMMENDATION**

Accept Improvements and authorized the release of Letter of Credit.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**City Commission Meeting**

**9. 4.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVE A PIPELINE LICENSE AGREEMENT WITH BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSF) TO CONSTRUCT AND MAINTAIN A WATER LINE CROSSING THE BNSF RAILWAY COMPANY'S RIGHT-OF-WAY LOCATED ON 78th STREET, AT NO COST TO THE CITY, BETWEEN EAST MARKET AVENUE AND EAST RUPE AVENUE, PROJECT NO. S-1515A.**

**BACKGROUND:**

The referenced project is part of the re-use water transportation pipe line from City of Enid's Water Reclamation facility to Koch Industry. A portion of the re-use water line crosses BNSF railroad. This agreement allows Koch Nitrogen to construct and maintain a 24-inch HDPE re-use waterline in the BNSF Railway's right-of-way at 78th Street.

Upon approval, the City will submit the Pipeline Licenses to BNSF Railroad Company in order to obtain the necessary permits.

**RECOMMENDATION**

Accept Agreement.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

Private Development.

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**Attachments**

15-52912

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June 18, 2015

City of Enid  
Attention: Mr. Murali Katta  
4012 West Owen K. Garriott Rd.  
Enid, Oklahoma 73701

Tracking no. 15-52912

Dear Mr. Katta:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

*A check in the amount of \$3500.00  
payable to BNSF Railway Company which covers the contract fee(s).*

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1150.00 with your check.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

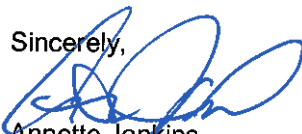
Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

We are in receipt of check no. 86083 in the amount of \$750 for payment of the processing fees. Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$750.00.

Sincerely,



Annette Jenkins  
Sr. Manager Permits  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2015, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF ENID**, a Oklahoma corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 18.346 inches in diameter inside a 36 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Enid, County of Garfield, State of Oklahoma, Line Segment 1047, Mile Post 537.75 as shown on the attached Drawing No. 64174, dated June 10, 2015, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry reclaimed water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Five Hundred and No/100 Dollars (\$3500) as compensation for the use of the Premises.
7. **Costs and Expenses.**
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid



holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall notify Licensor's Roadmaster, at 711 Kenwood Blvd., telephone (918) 445-2508 or cell phone (918) 510-6580, or at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

**LIABILITY AND INSURANCE**

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.

- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1150.00.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted, not required for this permit.

15.6 Other Requirements:

15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of

Licensee's owned or leased property, or property under Licensee's care, custody, or control.

- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

### 16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

### 17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the



Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

#### **DISCLAIMER OF WARRANTIES**

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

#### LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

#### DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from

any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

**MISCELLANEOUS**

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the

prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2301 Lou Menk Drive GOB-3W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee:           City of Enid  
                                   401 West Owen K. Garriott Rd.  
                                   Enid, Oklahoma 73701

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other

subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

- 36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
- 37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF RAILWAY COMPANY** a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.,  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

**By:** \_\_\_\_\_  
Ed Darter  
**Title:** Sr. Vice President - National Accounts  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**LICENSEE:**

**CITY OF ENID** an Oklahoma corporation

401 West Owen K. Garriott Rd.  
Enid, Oklahoma 73701

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND

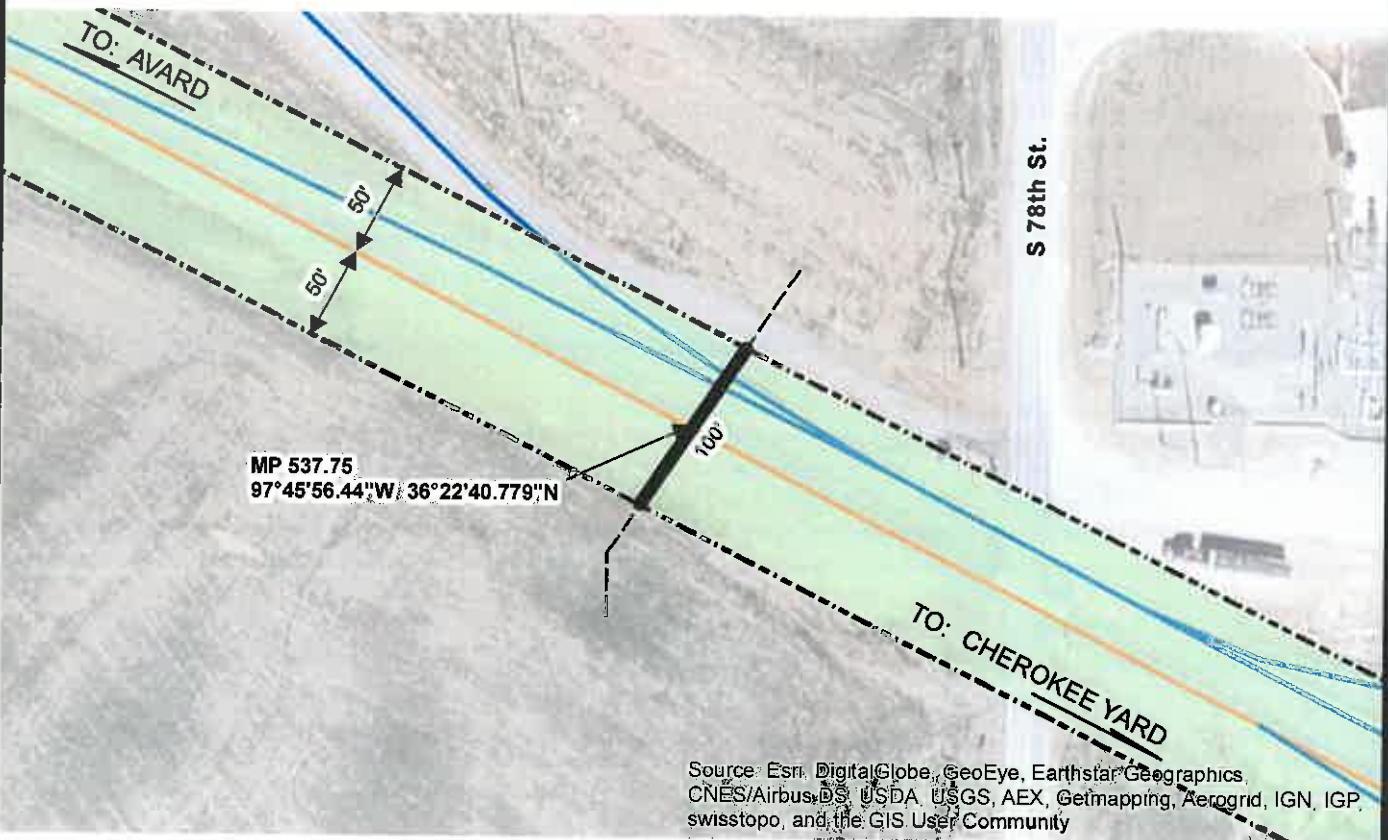


**CITY OF ENID**

MAP REF. s68129

SCALE: 1 IN. = 100 FT.  
SPRINGFIELD DIV.  
AVARD SUBDIV.  
 L.S. 1047 MP 537.75  
 DATE 06/10/2015

SECTION: 18  
 TOWNSHIP: 22N  
 RANGE: 5W  
 MERIDIAN: 1M



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

DESCRIPTION OF PIPELINE  
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>18.346"</u>	<u>36"</u>	LENGTH ON RW:	<u>100'</u>	<u>100'</u>
CONTENTS:	<u>RECLAIMED WATER</u>		WORKING PRESSURE:	<u>100 PSI</u>	
PIPE MATERIAL:	<u>HDPE</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>15.5'</u>
SPECIFICATIONS / GRADE:	<u>AWWA C-906 DR9</u>	<u>ASTMA139 GRADE B</u>	BURY: NATURAL GROUND		<u>14.75'</u>
WALL THICKNESS:	<u>2.667"</u>	<u>0.531"</u>	BURY: ROADWAY DITCHES		<u>14.75'</u>
COATING:	<u>-</u>	<u>-</u>	CATHODIC PROTECTION		<u>N/A</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

**AT ENID**  
**COUNTY OF GARFIELD**

**STATE OF OK**

**JNC**

**City Commission Meeting**

**9. 5.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE ENID/GARFIELD COUNTY FRATERNAL ORDER OF POLICE (FOP) LODGE #144.**

**BACKGROUND:**

The City Manager and his selected team began negotiating with the FOP Union in May, 2015. After months of negotiating, the parties have finalized a two-year collective bargaining agreement which is retroactive to July 1, 2015, and is effective through June 30, 2017.

**RECOMMENDATION**

Approve and execute Agreement.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** N/A

**Funding Source:**

Police Fund.

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**Attachments**

2015-2017 Final Agreement.

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**FISCAL YEARS 2015 - 2017  
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**

TABLE OF CONTENTS

TITLE	PAGE
PURPOSE OF AGREEMENT .....	4
RECOGNITION .....	4
TERM OF AGREEMENT .....	4
MANAGEMENT RIGHTS .....	5
PROHIBITION OF STRIKES.....	6
HOURS OF WORK.....	7
SHIFTS .....	8
SENIORITY .....	11
PROMOTIONS.....	12
LEAVE TIME.....	14
RETURN TO WORK/FITNESS FOR DUTY .....	20
DRUG AND ALCOHOL TESTING.....	21
MINIMUM SHIFT STAFFING .....	32
BULLETIN BOARDS.....	33
PREVAILING RIGHTS .....	34
UNIFORMS.....	34
HEALTH INSURANCE.....	35
INVESTIGATIONS OF POLICE OFFICERS.....	36
GRIEVANCE PROCEDURE.....	45
SUCCESSORS AND ASSIGNS .....	48
CESSATION CLAUSE .....	48
SAVINGS CLAUSE.....	49
PERFORMANCE FILES .....	49
UNION BUSINESS.....	50
MANAGEMENT - LABOR COMMITTEE.....	52
PERSONAL PROPERTY .....	52
COMPENSATION .....	53
PAY PLAN AND PERFORMANCE INCENTIVE.....	55
EDUCATIONAL PAY.....	56
AMMUNITION PAY.....	57

CALL BACK FROM OFF-DUTY .....	58
MEAL PER DIEM.....	58
NON-MONETARY REOPENER .....	59
PHYSICAL FITNESS INCENTIVE.....	59
HIRING & TRAINING REIMBURSEMENT.....	60
COPIES OF AGREEMENT .....	61
PERSONNEL MANUAL.....	61
CERTIFIED WORK PLACE MEDICAL PLAN.....	61
NEPOTISM.....	61
APPENDIX “A” .....	64
POLICE DEPARTMENT PAY PLAN .....	64
APPENDIX “B”.....	65
LONGEVITY PAY .....	65

## 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, 2015 and shall remain effective until June 30, 2017. This agreement shall thereafter continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the 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.

## 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 fourteen (14) day periods. Overtime shall be paid for all hours worked in excess of eighty-six (86) hours in a 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.

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 be completed by November 30th, 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. Prior to shift bidding, the Chief will post a list of Sergeants and Officers not eligible for transfer.

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 an opportunity to review the bid board/sheet. The Sergeant or Officer, after reviewing the bid board/sheet, will have up to two (2) hours to complete their bid. If the Sergeant or Officer does not complete their bid within the two (2) hours, the next person in seniority will be contacted to complete their bid. If a Sergeant or Officer does not complete their bid within the two (2) hours, they are given the next choice when they contact the Police Department. 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 fourteen (14) 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 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. 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 fifty dollars (\$50.00) 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 fifty dollars (\$50.00) 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 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.
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. 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 payment of three hundred dollars (\$300.00) for purchase of new uniforms and related duty equipment. For Fiscal Year 2015-2016, this will be paid on July 17, 2015. For Fiscal Year 2016-2017, it will be paid on the first paycheck of the new fiscal year.

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 intoxilyzer, 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, as approved by the executive committee. FOP Business Leave shall be used for attendance of conferences, conventions, seminars, workshops, preparation of grievances, and preparation for and participation in arbitrations. This will also include leave if a lodge member is elected to the state or national board or asked to serve on state or national committees.
- 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.

- 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, 2015. Eligible officers will advance to the next step on July 1, 2016 for the 2016-2017 fiscal year. All members will maintain a July 1st step 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, 2015, each member will advance one (1) step. Exceptions are as follows:
1. Probationary officers who are hired after December 31, 2014 will not advance in the pay plan on the July 1, 2015 step date, but will remain in step one. Probationary officers hired prior to December 31, 2014 will advance to step 2 of the pay plan on the July 1, 2015 step date.

2. Probationary officers who are hired after December 31, 2015 will not advance in the pay plan on the July 1, 2016 step date, but will remain in step one. Probationary officer hired prior to December 31, 2015 will advance to step 2 of the pay plan on the July 1, 2016 step date.
- D. On July 31, 2015, all members hired before July 1, 2015 will receive a one-time payment of one thousand six hundred fifty dollars (\$1,650.00).
- E. On July 1, 2016, all members will advance to the next step if eligible. On July 1, 2016, all members will also receive a cost of living increase of 2%.

Section 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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 1<sup>st</sup> and December 1<sup>st</sup> 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, 2015 through June 30, 2017.

Section 2. 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 step 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 step 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 step 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 step 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 step 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 step period.
4. Documented substandard work performance within the one (1) year step 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 step 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 step 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 step.

## 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 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 purchase all required pistol, rifle and shotgun ammunition for annual firearms qualification. 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.

## 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 will 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 unit member's ability to meet the standards in Section 2 is not grounds for discipline.

- 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. 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 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.

- THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the parties hereto have executed this contract effective the 1st day of July, 2015.

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**

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

**City Commission Meeting**

**9. 6.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVE AND EXECUTE AN AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).**

**BACKGROUND:**

The City of Enid and the Enid Economic Development Authority entered into a Real Estate Purchase and Sale Agreement ("Agreement") with Hunt Properties, Inc., which provided an acquisition period ending June 30, 2015. The Agreement provided that the City could extend the Agreement until November 30, 2015. This Amendment extends the acquisition period of that Agreement.

**RECOMMENDATION**

Approve and execute Amendment.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Amendment.

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## FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Amendment"), dated effective as of June 30, 2015, is executed by and between the CITY OF ENID, OKLAHOMA, a Municipal Corporation, and ENID ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma Public Trust (collectively, "Seller") and HUNT PROPERTIES, INC., a Texas Corporation ("Buyer") (Seller and Buyer shall sometimes be referred to herein collectively as the "Parties").

### RECITALS:

A. Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement, dated January 6, 2015 (the "Agreement"), for the conveyance of that certain property located in the City of Enid, Garfield County, Oklahoma, as more particularly described therein (the "Property").

B. Seller and Buyer now desire to amend certain terms of the Agreement, according to the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Buyer and Seller agree as follows:

### AGREEMENT:

1. Recitals. The recitals are true and correct and are incorporated herein by reference.

2. Capitalized Terms. All capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.

3. Extension of Acquisition Period. Pursuant to Section 1.a. of the Agreement, Seller hereby exercises its right to extend the Acquisition Period. The Acquisition Period shall now expire on or before November 30, 2015.

4. Ratification. By the signatures hereto, the Parties hereby ratify the Agreement, as amended herein, and confirm that it is in full force and effect and unmodified, except as amended hereby.

5. Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute for all purposes one and the same instrument. The counterpart

signatures may be transmitted by electronic mail with such electronic mail signatures having the same force and effect as originals.

7. Conflicts. In the event of any conflicts or inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

8. Entire Agreement. This Amendment contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first listed above.

**SELLER:**

CITY OF ENID, OKLAHOMA,  
a Municipal Corporation

\_\_\_\_\_  
William E. Shewey, Mayor

and

ENID ECONOMIC DEVELOPMENT AUTHORITY,  
an Oklahoma Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

**BUYER:**

Hunt Properties, Inc.,  
a Texas corporation,

By: \_\_\_\_\_  
Jeff Williams, President

**City Commission Meeting**

**9. 7.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**APPROVE AND EXECUTE A SECOND AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).**

**BACKGROUND:**

The City of Enid and the Enid Economic Development Authority entered into a Real Estate Purchase and Sale Agreement ("Agreement") with Hunt Properties, Inc., which was subsequently amended by a First Amendment, dated May 7, 2015, and provided a review date ending July 7, 2015. The completion of the new Fire Station has been delayed, which requires the City to delay the vacating of this property. This Amendment extends the review date of that Agreement to September 15, 2015.

**RECOMMENDATION**

Approve and execute Agreement.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Attachments**

Amendment.

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**SECOND AMENDMENT TO THE  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Second Amendment to the Real Estate Purchase and Sale Agreement (“**Second Amendment**”) is made and entered into by and between the City of Enid, Oklahoma, a Municipal Corporation, and Enid Economic Development Authority, an Oklahoma Public Trust, together hereinafter referred to as “**Seller**,” and Hunt Properties, Inc., a Texas Corporation, and/or its assigns, hereinafter referred to as “**Buyer**”.

**WHEREAS**, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated December 19, 2014, subsequently amended by that certain First Amendment to the Real Estate Purchase and Sale Agreement dated May 7, 2015 (collectively, the “**Agreement**”); and

**WHEREAS**, Buyer has requested additional time in order to perform the required inspections and for further plan development; and

**WHEREAS**, Seller desires to allow such extension.

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

**ARTICLE I  
PURCHASE AND SALE OF PROPERTY**

1. The Review Period shall be extended from July 7, 2015 to September 15, 2015. All other due dates in the Agreement shall be extended appropriately and respectively. Buyer retains its thirty (30) day extension per Article III.1. of the Agreement.
2. This Second Amendment shall be attachment to the Agreement, and except as expressly modified by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and unaffected by this Second Amendment.

**[Signatures on following page]**

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

Date: \_\_\_\_\_

"SELLER"  
City of Enid, Oklahoma,  
a Municipal Corporation

\_\_\_\_\_  
William E. Shewey, Mayor

and

Enid Economic Development Authority,  
an Oklahoma Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

Date: \_\_\_\_\_

"BUYER"  
Hunt Properties, Inc., a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**City Commission Meeting**

**9. 8.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,705,209.23.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

JP MORGAN CLAIMSLIST.

CLAIMSLIST.

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# PURCHASING CARD CLAIMS LIST

7/21/15

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

AT&T*PREMIER EBILL	PO0129531	IPAD DATA PLAN 7/15	282.95
BB MACHINE & SUPPLY INC	PO0129515	AC BELTS	164.45
ELLIOTT ELECTRIC SUPPLY	PO0129515	LED LAMP	36.73
LOCKE SUPPLY WHC ENID	PO0129515	REFRIGERANT	89.84
PAYPAL *CITY MGMT	PO0129531	REGISTRATION/CMAO CONF/J RILEY	200.00
PAYPAL *JUMP4JOYENT	PO0129515	JULY 4TH EMPLOYEE PICNIC	1,100.00
SHERWIN WILLIAMS #7185	PO0129531	PAINT/ROLLERS	49.85
WM SUPERCENTER #4390	PO0129515	JULY 4TH EMPLOYEE PICNIC	133.86
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>2,057.68</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

AMAZON.COM	PO0129515	BOOKS (3)/INDEX TABS/HIGHLIGHTER	40.89
ATWOOD 01 ENID	PO0129515	GIFT CARD/RETIREMENT	250.00
GREETINGCARDUNIVERS	PO0129515	RETIREMENT CARDS	101.49
HILTON GARDEN INN	PO0129531	(CREDIT) CHARGE ERROR	(26.00)
JACK'S OUTDOOR POWER EQUIP	PO0129531	EDGER BLADES/OIL/WRENCH	68.77
LOWES #00205*	PO0129531	LIGHT BULBS	116.82
LOWES #00205*	PO0129515	GIFT CARD/RETIREMENT	340.00
LOWES #00205*	PO0129515	SWIFFERS/CLEANER/SPRINKLER	230.60
PREHIRE SCREENING SERVICE	PO0129515	BACKGROUND SCREENINGS (18)	475.50
STUART C IRBY	PO0129531	LIGHT BULBS	13.00
WAL-MART #0499	PO0129515	FISH FOOD	59.91
<b>HUMAN RESOURCES TOTAL</b>			<b>1,670.98</b>

**FUND 10 DEPT 120 - LEGAL SERVICES**

AT&T DATA	PO0129531	IPAD DATA PLAN 6/15	25.00
<b>LEGAL SERVICES TOTAL</b>			<b>25.00</b>

**FUND 10 DEPT 140 - SAFETY**

CAFE GARCIA	PO0129515	MEAL (2)/SAFETY MEETING	24.88
UTA DIV OF ENTERPRISE	PO0129515	OSHA TRAINING/L ANGUIANO	595.00
<b>SAFETY TOTAL</b>			<b>619.88</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

BOXED.COM	PO0129515	VENDING MACHINE SNACKS	108.92
FILOMENA RISTORANTE	PO0129531	MEAL/DCN SUMMIT/B SHEWEY	45.27
HILTON HOTELS CAPITAL	PO0129531	LODGING/DCN SUMMIT/B SHEWEY	786.63
ICSC	PO0129531	(CREDIT) ICSC REFUND/D VANHOOSER	(545.00)
JUMBO FOODS	PO0129515	MEAL/COMMISSION MEETING	152.40
KATYS PANTRY	PO0129515	MEAL/COMMISSION MEETING	134.66
PANEVINO	PO0129531	MEAL/COMMISSION MEETING	260.00
WAL-MART #0499	PO0129531	VENDING MACHINE SNACKS	44.96
WAL-MART #0499	PO0129515	VENDING MACHINE SNACKS	7.96
<b>GENERAL GOVERNMENT TOTAL</b>			<b>995.80</b>

**FUND 10 DEPT 210 - ACCOUNTING**

AT&T*PREMIER EBIL	PO0129531	IPAD DATA PLAN 7/15	16.66
PLAYA AZUL ENID	PO0129515	MEAL (4)/FINANCE DIVISION MTG	40.00
<b>ACCOUNTING TOTAL</b>			<b>56.66</b>

**PURCHASING CARD CLAIMS LIST**

7/21/15

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AT&T*PREMIER EBIL	PO0129531	IPAD DATA PLAN 7/15	24.17
BEST WESTERN CIMARRON	PO0129531	LODGING (2)/OGITA CONF	258.96
IDU*INSIGHT PUBLIC SECTOR	PO0129531	DATA LINE SURGE PROTECTOR	315.86
LIVEPERSON, INC	PO0129515	LIVE CHAT/COE WEBSITE	159.00
SHI CORP	PO0129531	MS OFFICE LICENSE	331.00
<b>INFORMATION TECHNOLOGY TOTAL</b>			<b>1,088.99</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

DMI* DELL K-12/GOVT	PO0129515	(CREDIT) RETURN	(251.96)
SHI CORP	PO0129531	MS OFFICE LICENSE	331.00
<b>CODE ENFORCEMENT TOTAL</b>			<b>79.04</b>

**FUND 10 DEPT 400 - ENGINEERING**

AMERICAN PUBLIC WORKS	PO0129531	APWA CONF REGISTRATION/R HITT	785.00
AMERICAN PUBLIC WORKS	PO0129515	JOB POSTING	395.00
BOXWOOD TECHNOLOGY	PO0129515	JOB POSTING	895.00
CITY CAFE	PO0129515	MEAL (4)/FEMA LOCAL MEETING	30.00
JAVA JOE'S	PO0129531	MEAL (3)/OWRB HEARING	34.54
JOBTARGET-YM	PO0129515	JOB POSTING	349.00
LOS PORTALES LLC	PO0129531	MEAL (2)/GIS MEETING	31.98
OWW*ORBITZ.COM	PO0129515	LODGING/ESRI UC CONF/M KATTA	1,645.58
PAYPAL *OKLAHOMAMUN	PO0129515	JOB POSTING	10.00
SOUTHWES 5262124356354	PO0129515	AIRFARE (2)/APWA CONGRESS	736.00
UNITED 01676266425820	PO0129515	AIRFARE/ESRI UC CONF/M KATTA	483.20
<b>ENGINEERING TOTAL</b>			<b>5,395.30</b>

**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

ACCURATE ENVIROMENTAL	PO0129531	CLASS D OPERATOR CLASS/P FOSSUM	315.00
ADVANCED WATER SOLUTIONS	PO0129515	SOFTENER	49.00
AMAZON MKTPLACE PMTS	PO0129531	SHRINK WRAP	43.50
ESKIMO JOES	PO0129515	MEAL/WASTEWATER TRAINING/P FOSSUM	15.00
KEURIG GREEN MOUNTAIN	PO0129531	COFFEE	149.37
LOCKE SUPPLY - ENID	PO0129515	FLUSH VALVE CLOSET KIT/URINAL KIT	33.13
LOCKE SUPPLY WHC ENID	PO0129531	LADDER STRAPS	17.55
LOWES #00205*	PO0129531	LIGHT FIXTURE	34.96
MEXICO JOES	PO0129515	MEAL/WASTEWATER TRAINING/P FOSSUM	12.00
MUNN SUPPLY	PO0129515	CARBON DIOXIDE GAS	50.00
PANERA BREAD #2828	PO0129515	MEAL/WASTEWATER TRAINING/P FOSSUM	10.17
PARADISE DONUTS	PO0129531	MEAL (13)/DEPT MEETING	13.00
PARADISE DONUTS	PO0129515	MEAL (8)/DEPT MEETING	31.41
STAPLES 00106633	PO0129515	PAPER	54.99
<b>PUBLIC WORKS MGMT TOTAL</b>			<b>829.08</b>

**FUND 10 DEPT 710 - FLEET MGMT**

LOWES #00205*	PO0129515	FITTINGS/DELTA PARTS	42.54
NAPA TRACS	PO0129531	ONLINE VEHICLE INFO 6/15	132.00
STAPLES 00106633	PO0129515	INK CARTRIDGES (3)	531.02
<b>FLEET MGMT TOTAL</b>			<b>705.56</b>

**PURCHASING CARD CLAIMS LIST**

7/21/15

**FUND 10 DEPT 730 - PARKS & RECREATION**

2000 CED	PO0129531	ELECTRICAL BOX/TAPE	326.54
ACE HARDWARE	PO0129515	WEED CUTTER	35.44
AIRGAS CENTRAL	PO0129515	GRINDING WHEELS	28.19
ALBRIGHT STEEL WIRE ENID	PO0129531	HINGES	117.00
ALBRIGHT STEEL WIRE ENID	PO0129515	PIPE/FLAT IRON	129.90
AT&T DATA	PO0129515	IPAD DATA PLAN 7/15	30.00
ATWOOD 01 ENID	PO0129531	HIGH VISIBILITY SAFETY SHIRTS	74.90
HOTSY OF OKLAHOMA	PO0129515	V510 NOZZLE	203.82
HUGHES LUMBER COMPANY	PO0129515	DECK SCREWS	15.72
LOCKE SUPPLY WE ENID	PO0129531	LIGHT BULBS	94.00
LOWES #00205*	PO0129515	WALL BORDER/ADHESIVE/PVC/FITTINGS	294.63
RECREATION SUPPLY CO	PO0129531	LANE ROPES/POOL PARTS	304.86
SOUTHWES 5262124749920	PO0129515	AIR FARE/BWI EXPO/C BULLER	349.00
SQ *UNIQUE DESIGNS STU	PO0129515	LIFE GUARD LOGO UNIFORM	36.00
STAPLES 00106633	PO0129531	LAMINATOR/POUCHES	119.98
STAPLES 00106633	PO0129515	OFFICE SUPPLIES	63.99
STUART C IRBY	PO0129531	LIGHT BULB	7.45
WAKO INC	PO0129515	FITTINGS	12.38
WAL-MART #0499	PO0129531	POOL CONCESSIONS	396.88
WAL-MART #4390	PO0129515	POOL CONCESSIONS	335.24
WM SUPERCENTER #4390	PO0129531	POOL CONCESSIONS	764.55
<b><u>PARKS &amp; RECREATION TOTAL</u></b>			<b><u>3,740.47</u></b>

**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT**

AMERICAN PUBLIC WORKS	PO0129515	APWA CONF/M KEY	785.00
AT&T DATA	PO0129515	IPAD DATA PLAN 7/15	30.00
ATWOOD 01 ENID	PO0129531	STUMP KILLER	51.46
BB MACHINE & SUPPLY INC	PO0129515	V576 CLUTCH	757.76
DROPBOX*TJBQB4JTR2CT	PO0129531	DROP BOX	99.00
ENID IRON & METAL CO	PO0129531	SHEET METAL	188.00
F.W. ZALOUDEK CO.	PO0129531	MOWER BELTS	144.38
JUMBO FOODS	PO0129531	GATORADE	115.29
JUMBO FOODS	PO0129515	MEAL (9)/DEPT MEETING	92.83
P & K EQUIPMENT	PO0129531	V574 SWITCH	69.12
<b><u>STRMWTR &amp; ROADWAY MAINT TOTAL</u></b>			<b><u>2,332.84</u></b>

**FUND 10 DEPT 750 -TECHNICAL SERVICES**

2000 CED	PO0129515	LIGHT FIXTURES	1,035.63
AMAZON.COM	PO0129515	WHITEBOARD/DRY ERASE MARKERS	68.53
ARROWHEAD TRUCK EQUIP	PO0129515	V602 UTILITY BED PARTS/SHELVES	415.00
AT&T O519 8327	PO0129515	PHONE CASE/CHARGER	56.00
ELLIOTT ELECTRIC SUPPL	PO0129515	JUNCTION BOXES	29.97
FASTENAL COMPANY01	PO0129531	NUTS/BOLTS	15.72
INTERSTATE ALL BATTERY	PO0129515	BATTERIES	792.00
JACK'S OUTDOOR POWER EQUIP	PO0129531	POLE SAW REPAIR	138.78
JACK'S OUTDOOR POWER EQUIP	PO0129515	GAS/OIL MIX	13.74
LOCKE SUPPLY WHC ENID	PO0129515	COIL CLEANER	18.53
LOWES #00205*	PO0129515	WALL MOLDING/CROSS T/CEILING MAINS	243.05
PMSI EDMOND	PO0129515	PAINT	950.00

**PURCHASING CARD CLAIMS LIST**

7/21/15

SHERWIN WILLIAMS #7185	PO0129531	TOLUENE	80.28
SHERWIN WILLIAMS #7185	PO0129515	PAINT	63.85
STABLES CAFE	PO0129515	MEAL/PAINT PICK UP/M GOODPASTURE	15.45
<b>TECHNICAL SERVICES TOTAL</b>			<b>3,936.53</b>

**FUND 10 DEPT 900 - LIBRARY**

ADAFRUIT INDUSTRIES	PO0129515	COMPUTER PARTS	34.86
AIR DELIGHTS INC	PO0129515	AIR DEODORIZER DISPENSERS	90.62
AMAZON MKTPLACE PMTS	PO0129531	MAKERSPACE SUPPLIES	38.77
AMAZON MKTPLACE PMTS	PO0129531	BOOK (5)	37.73
AMAZON MKTPLACE PMTS	PO0129531	SUMMER READING PROGRAM SUPPLIES	621.25
AMAZON MKTPLACE PMTS	PO0129531	COMMERCIAL VACUUM CLEANERS	1,386.06
AMAZON MKTPLACE PMTS	PO0129515	MAKERSPACE SUPPLIES	234.00
AMAZON MKTPLACE PMTS	PO0129515	CHARGER/BATTERIES/LABELS	319.02
AMAZON.COM	PO0129531	OFFICE CHAIR/MUG	97.26
AMAZON.COM	PO0129515	MAKERSPACE SUPPLIES	129.30
D J*DOWJONES NEWS	PO0129531	BARRONS SUBSCRIPTION	100.94
DART/TARTAN/MCNAUGH	PO0129531	BOOKS (67)	929.84
DISCOUNT ELECTRONICS M	PO0129531	COMPUTER MONITORS (5)	238.53
FASTSPRING VUEMINDER	PO0129515	CALENDAR SOFTWARE	59.95
HASTINGS 9675 ENID 906	PO0129531	SUMMER READING PROGRAM SUPPLIES	60.00
HOBBY-LOBBY #0008	PO0129531	MAKERSPACE WALL SIGNAGE	228.87
HOBBY-LOBBY #0008	PO0129531	STEM GRANT SUPPLIES	108.51
JUMBO II LLC	PO0129515	CUPCAKES/COOKIES/BOOK CLUB	6.49
KATYS PANTRY	PO0129531	MEAL (2)/DEPT MEETING	25.95
LEGO *SHOP@HOME	PO0129531	LEGO MINDSTORM KIT	349.99
LOWES #00205*	PO0129515	HOSE MENDERS/LEADER/REEL/HOSES	248.27
MERRIFIELD OFFICE PLUS	PO0129531	FILE FOLDERS	24.27
OKLA 00 OF 00	PO0129515	REGISTRATION/OLA ICON/M HOLMES	65.00
SKREENED	PO0129515	LOGO SHIRTS (36)	672.10
SPARKFUN ELECTRONICS	PO0129531	ELECTRICAL COMPONENTS/MAKERSPACE	699.56
SQ *MUG SHOTS PHOTO BOOTH	PO0129531	PHOTO BOOTH/SRP	450.00
TEA*THE GREAT COURSES	PO0129515	DVD SETS	139.85
WALGREENS #5531	PO0129531	PHOTO PRINTING/FRAMES	33.30
WAL-MART #4390	PO0129531	CAKE/STRAWBERRIES	8.34
<b>LIBRARY TOTAL</b>			<b>7,438.63</b>

**FUND 20 DEPT 205 - AIRPORT**

8008089000 PIONEERTELE	PO0129515	MONTHLY SERVICE 7/15	13.25
ATWOOD 01 ENID	PO0129515	HERBICIDE	199.98
DELTA 00676357230706	PO0129515	AIRFARE/OSHKOSH TRIP/C ARTHUR	597.20
ENID WINNELSON CO	PO0129515	STEM ASSEMBLY	52.63
JAMIE'S BARNSTORMERS	PO0129531	MEAL (2)/DEPT MEETING	22.31
LOCKE SUPPLY - ENID	PO0129531	FROST FREE HYDRANT	86.42
LOWES #00205*	PO0129531	ASPHALT SEALER/ SQUEEGEE	50.28
LOWES #00205*	PO0129515	ASPHALT SEALER	33.00
OREILLY AUTO 00001883	PO0129515	FILTERS	11.19
P & K EQUIPMENT	PO0129515	OIL/FILTER	41.55
WAL-MART #0499	PO0129515	PILOT SNACKS	52.70
<b>AIRPORT TOTAL</b>			<b>1,160.51</b>

## PURCHASING CARD CLAIMS LIST

7/21/15

**FUND 22 DEPT 225 - GOLF**

AUTOPAY/DISH NTWK	PO0129515	MONTHLY DISH SERVICE 7/15	227.00
BB MACHINE & SUPPLY INC	PO0129531	BEARINGS	15.48
IN *D.A.L. SECURITY LL	PO0129531	MONTHLY ALARM SERVICE 6/15	78.00
OREILLY AUTO 00001883	PO0129531	BELTS	38.60
PAYPAL *KINGSTRUEVA	PO0129515	WATER COOLER SPIGOTS	22.54
STAPLES 00106633	PO0129531	REGISTER TAPE	34.99
SUDDENLINK-NAT'L SITE	PO0129515	MONTHLY INTERNET 7/15	74.95
		<b>GOLF TOTAL</b>	<b>491.56</b>

**FUND 31 DEPT 230 - UTILITY SERVICES**

BRAUMS #30	PO0129515	MEAL/EMP APPRECIATION	6.58
CHICK-FIL-A #02804	PO0129515	MEAL (8)/DEPT MEETING	46.32
STAPLES 00106633	PO0129515	INK CARTRIDGE	78.99
		<b>UTILITY SERVICES TOTAL</b>	<b>131.89</b>

**FUND 31 DEPT 760 - SOLID WASTE**

ALBRIGHT STEEL WIRE ENID	PO0129531	FLAT ALUMINUM	50.00
APL* ITUNES.COM/BILL	PO0129515	PDF EXPERT APP	19.98
AT&T DATA	PO0129515	IPAD DATA PLAN 7/15	30.00
ATWOOD 01 ENID	PO0129531	PNEUMATIC TIRE	27.98
ENID IRON & METAL CO	PO0129531	FLOOR PLATE	259.01
HOTSY OF OKLAHOMA	PO0129515	V245 CLEANER	64.00
JUMBO FOODS	PO0129531	WATER PALLET	210.00
MUNN SUPPLY	PO0129531	ARGON GAS	58.65
MUNN SUPPLY	PO0129515	REPAIR REGULATORS/WELDING ROD	141.28
WAL-MART #0499	PO0129531	BOTTLED WATER/BAKING SODA	45.10
		<b>SOLID WASTE TOTAL</b>	<b>906.00</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

BELL SUPPLY - ENID OK	PO0129531	PIPE FITTINGS	113.59
ENID IRON & METAL CO	PO0129531	METAL PLATE	326.50
LAMPTON WELDING SUPPLY	PO0129531	WELDING ROD	100.20
LOWES #00205*	PO0129531	METAL CUT OFF WHEELS/ADAPTERS	102.86
STUART C IRBY	PO0129515	HARDWARE PARTS/CLEO WELLS	92.26
TIRES PLUS 517917	PO0129515	V307 ALIGNMENT	59.99
		<b>WATER PRODUCTION TOTAL</b>	<b>795.40</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

ACE HARDWARE	PO0129531	CLEANER	24.75
AMAZON MKTPLACE PMTS	PO0129531	SENSAPHONE MONITORING SYSTEMS (2)	711.00
ATWOOD 01 ENID	PO0129515	RECIPROCATING SAW	126.98
MARCOS PIZZA - ENID	PO0129515	MEAL (3)/DEPT MEETING	19.99
PIZZA HUT #029878	PO0129515	MEAL (7)/DEPT MEETING	74.95
UNITED SUPERMARKET 3	PO0129515	ICE/GATORADE	25.96
UNITED SUPERMARKET 3	PO0129515	MEAL (7)/DEPT MEETING	11.94
		<b>WATER RECLAMATION SVS TOTAL</b>	<b>995.57</b>

**PURCHASING CARD CLAIMS LIST**

7/21/15

**FUND 50    DEPT 505 - 911**

PUBLIC SAFTY RECRUIT.C	PO0129515	911 TEST MATERIAL	85.00
		<b>911 TOTAL</b>	<b>85.00</b>

**FUND 51    DEPT 515 - POLICE**

AMAZON.COM	PO0129531	SELF DEFENSE HEADGEAR (6)	193.74
AMERICAN 00176635625375	PO0129515	AIRFARE/ICAC/T HESS	423.70
ASIA SUPER BUFFET	PO0129515	MEALS (3)/CLEET/ADA	33.00
BILLY SIMS BBQ - NORMAN	PO0129515	MEALS (2)/ARMORER SCHOOL	40.11
BLAUER MANUFACTURING	PO0129515	UNIFORMS/PARKING COMPLIANCE	251.97
CHILI'S ADA	PO0129515	MEALS (3)/CLEET/ADA	36.45
CIRCLE K STORES INC 39	PO0129515	V2085 FUEL/NORMAN	28.95
CONTROLS CENTRAL	PO0129515	THERMOSTAT CONTROLLERS (2)	526.32
COURTYARD BY MARRIOTT	PO0129515	LODGING (2)/ARMORER SCHOOL/S VARNEY	198.00
CRACKER BARREL #181 NO	PO0129515	MEALS (6)/ARMORER SCHOOL	74.06
HOBBY-LOBBY #0008	PO0129515	FRAMES/RETIREMENT CERTIFICATES	59.98
IACP	PO0129531	IACP MEMBERSHIP/B SKAGGS	445.00
JUMBO FOODS	PO0129515	MEAL/RETIREMENT RECEPTION	131.70
LOVE S COUNTRY00000950	PO0129531	V2066 FUEL/EOD/LAWTON	31.50
LOVE S COUNTRY00002196	PO0129531	V96 FUEL/CLEET/ADA	49.99
MWI VETERINARY SUPPLY	PO0129515	EUTHANASIA	538.78
NPCA	PO0129515	MEMBERSHIP FEES/NPCA K9	40.00
ONCUE 0108	PO0129531	V2009 FUEL/EOD TRANSPORT/LAWTON	35.30
PROPPER INTERNATIONAL	PO0129515	UNIFORMS/PARKING COMPLIANCE	149.97
SAN REMOS PIZZERIA	PO0129515	MEALS (3)/CLEET/ADA	32.43
SHOEBUY.COM	PO0129515	UNIFORMS/PARKING COMPLIANCE	83.99
SOUTHWES 5262124504587	PO0129515	AIRFARE/IACP/B SKAGGS	276.00
STEVENS FORD	PO0129531	V2042 INSTRUMENT CLUSTER	509.00
STEVENS FORD	PO0129531	V2008 INSTRUMENT CLUSTER	509.00
TED'S CAFE NORMAN	PO0129515	MEALS (4)/ARMORER SCHOOL	65.47
THE OLIVE GARD00014803	PO0129515	MEALS (2)/ARMORER SCHOOL	28.19
TMS*CHER DEN'S	PO0129515	MEAL/RETIREMENT RECEPTION	39.00
UPS (800) 811-1648	PO0129531	SHIPPING FEES	16.61
USPS 39282704133607748	PO0129531	SHIPPING FEES	29.75
WAL-MART #0499	PO0129515	TEA/SOAP	78.03
WHATABURGER 1005	PO0129515	MEALS (2)/ARMORER SCHOOL	21.40
WHEAT CAPITAL COMM	PO0129515	RADIO EQUIPMENT/HANDHELDS	280.00
WWW GUNBROKER COM	PO0129531	SHIPPING FEES	0.10
		<b>POLICE TOTAL</b>	<b>5,257.49</b>

**FUND 65    DEPT 655 - FIRE**

ATWOOD 01 ENID	PO0129531	REFRIGERANT	124.25
ATWOOD 01 ENID	PO0129515	MOWER TIRE/TUBE	85.44
BATTERY JUNCTION	PO0129531	FLASHLIGHTS	84.09
BRAUMS #29	PO0129515	CHARGE ERROR/REIMB VIA CHECK	12.11
CHIEF FIRE SAFETY CO	PO0129531	FLOW METER REPAIR	575.00
CSTK INC-KC	PO0129515	V1042 SWITCH	137.53
ENID WINNELSON CO	PO0129515	FITTINGS/SOLDER/SAND CLOTH	203.12
LOCKE SUPPLY WE ENID	PO0129531	M-1408B LIGHT FIXTURES	566.67
LOWES #00205*	PO0129515	M-1409 CABINET	82.92

**PURCHASING CARD CLAIMS LIST**

7/21/15

LOWES #00205*	PO0129515	CHARCOAL/LIGHTER	61.21
LYNDA.COM, INC.	PO0129531	ONLINE TRAINING LIBRARY	375.00
P & K EQUIPMENT	PO0129515	MOWER BLADE KIT	46.27
SADDORIS COMPANIES INC	PO0129515	SHOP TOWELS	113.23
SOUTHWEST TRUCK PARTS	PO0129531	V1042 FILTER/PUSHLOCKS	48.14
SOUTHWEST TRUCK PARTS	PO0129531	V1044 BATTERY CABLES/START LUG	52.60
STAPLES 00106633	PO0129515	PRINTER/INK CARTRIDGE	172.98
THE UPS STORE 5063	PO0129515	SHIPPING FEES	14.96
WAL-MART #0499	PO0129515	PAPER SHREDDER	24.88
WAL-MART #0499	PO0129515	CLIPBOARD	19.12
WITMER PUBLIC SAFETY	PO0129515	BROW PADS (4)	63.55
		<b>FIRE TOTAL</b>	<b>2,863.07</b>

**FUND 99 DEPT 995 - EPTA**

ARTESIAN HOTEL CASINO	PO0129531	LODGING/OTA CONF/M WILLIAMS	258.00
FLAMING AUTO SUPPLY	PO0129531	V8570 A/C HOSES	116.21
GOOGLE *ADWS6274127912	PO0129515	ADVERTISING	24.42
SAMSClub #8117	PO0129515	CLOROX WIPES/TRASH BAGS	169.11
STAPLES 00106633	PO0129531	MOUSE PADS (2)	13.98
		<b>EPTA TOTAL</b>	<b>581.72</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 44,240.65**



## PURCHASE ORDER CLAIMS LIST

7/21/2015

FUND 10 DEPT 000 - N.A.

01-02082	AT&T MOBILITY	PO0129318	MONTHLY SERVICE 6/15	\$5,224.51
01-02318	KRUEGER, DVM, KRISTY	PO0129439	REIMB/SPAY/NEUTER	\$195.00
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0129424	OUBCC FEE 6/15	\$848.00
01-03718	BUSINESS WORLD, INC.	PO0129418	MONTHLY SERVICE 7/15	\$77.54
01-04687	EARNHEART OIL, INC.	PO0129294	DIESEL/ST	\$13,676.64
01-04802	CASTRO, MICHELLE	PO0129528	REFUND/CHAMPION GYM FEES	\$125.00
01-04803	BATTERMAN, MARION	PO0129428	MEMBERSHIP REFUND	\$53.95
01-04805	HOPKINS SAMANTHA	PO0129469	REFUND/SPAY/NEUTER	\$70.00
01-05041	ENID PET HOSPITAL	PO0129441	REIMB/SPAY/NEUTER	\$506.00
01-15125	OK GAS & ELECTRIC	PO0129288	MONTHLY SERVICE 6/15	\$270.58
01-15125	OK GAS & ELECTRIC	PO0129290	MONTHLY SERVICE 6/15	\$33,084.82
01-15125	OK GAS & ELECTRIC	PO0129310	MONTHLY SERVICE 6/15	\$269.19
01-15125	OK GAS & ELECTRIC	PO0129311	MONTHLY SERVICE 6/15	\$6,661.11
01-15125	OK GAS & ELECTRIC	PO0129396	MONTHLY SERVICE 6/15	\$1,629.50
01-15125	OK GAS & ELECTRIC	PO0129416	MONTHLY SERVICE 7/15	\$88,979.60
01-15125	OK GAS & ELECTRIC	PO0129446	MONTHLY SERVICE 7/15	\$3,556.34
01-15127	OK NATURAL GAS	PO0129291	MONTHLY SERVICE 6/15	\$443.44
01-15127	OK NATURAL GAS	PO0129420	MONTHLY SERVICE 7/15	\$299.87
01-16010	PIONEER TELEPHONE CO., INC.	PO0129327	MONTHLY SERVICE 7/15	\$321.57
01-19047	AT & T	PO0129329	MONTHLY SERVICE 7/15	\$1,586.28
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0129533	REIMB/SPAY/NEUTER	\$135.00
01-33090	CAT CLINIC, INC.	PO0129440	REIMB/SPAY/NEUTER	\$280.00
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0129466	PROPERTY INSURANCE	\$57,121.87
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0129466	GENERAL/AUTO LIABILITY	\$135,466.97
01-53300	ANIMAL CARE OF ENID, INC.	PO0129477	REIMB/SPAY/NEUTER	\$350.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0129530	REIMB/SPAY/NEUTER	\$1,035.00
01-67400	WESTEL	PO0129458	MONTHLY SERVICE 6/15	\$512.14
			<u>N.A. TOTAL</u>	<u>\$352,779.92</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01163	ADVANCED WATER SOLUTIONS	PO0129350	WATER COOLER RENTAL 7/15	\$36.85
01-01472	STAPLES ADVANTAGE	PO0129451	CERTIFICATE HOLDER	\$8.99
01-01586	DISH NETWORK	PO0129275	MONTHLY SERVICE 7/15	\$66.99
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$1,524.88
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$532.80
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$495.31
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129511	JANITORIAL SERVICE 6/15	\$1,448.40
01-05134	ENID NEWS & EAGLE	PO0129272	ANNUAL SUBSCRIPTION FEES	\$408.00
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0129249	ANNUAL BANQUET TICKETS (8)	\$125.00
01-13145	MID-AMERICA WHOLESALE, INC.	PO0129323	MEAL/EMPLOYEE PICNIC	\$428.88
01-16145	PETTY CASH	PO0129481	REIMB/TRAVEL/B EZZELL	\$35.00
01-67860	KIWANIS TRUST FUND, INC	PO0129352	1ST QTR 2015 DUES/J GILBERT	\$95.00
01-72920	EAGLE MARKETING, INC.	PO0129351	GREEN ENID BAGS	\$1,700.00
			<u>ADM. SERVICES TOTAL</u>	<u>\$6,906.10</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01338	J & P SUPPLY, INC.	PO0129401	CLEANER	\$41.98
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$1,498.39
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$172.59
01-02082	AT&T MOBILITY	PO0129402	MONTHLY SERVICE 6/15	\$16.66

01-03053	NORTHWEST SHREDDERS, LLC	PO0129425	SECURITY CONSOLE 6/15	\$40.00
01-04239	PROMANTEK, INC	PO0129426	TRAKSTAR RENEWAL 7/15-6/16	\$5,605.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$16.29
01-05017	ENID TYPEWRITER CO., INC.	PO0129399	PRINTS	\$50.18
01-05134	ENID NEWS & EAGLE	PO0129400	ADVERTISING	\$362.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0129403	DOT PHYSICAL/DRUG SCREENS (4)	\$180.00
01-51430	ENID P T PROFESSIONALS	PO0129406	PHYSICALS (13)	\$1,725.00
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$9,708.09</b>

FUND 10 DEPT 120 - LEGAL SVCS.

01-00526	WHITLEY, CALVIN	PO0129468	WC/TRAVEL REIMB	\$75.67
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$25.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0129465	WC/MEDICAL	\$128.00
01-02585	CHISM, ANDREA	PO0129295	REIMB/CLOTHING ALLOWANCE	\$1,125.72
01-03022	CULLIGAN WATER CONDITION, INC.	PO0129237	WATER COOLER RENTAL 6/15	\$9.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0129425	SECURITY CONSOLE 6/15	\$80.00
01-03898	WEST, RICKEY	PO0129464	WC/TRAVEL REIMB	\$213.90
01-03921	EXPRESS SCRIPTS, INC.	PO0129474	WC/MEDICAL	\$176.87
01-03921	EXPRESS SCRIPTS, INC.	PO0129476	WC/MEDICAL	\$42.99
01-03921	EXPRESS SCRIPTS, INC.	PO0129462	WC/MEDICAL	\$443.81
01-04808	SLRS, INC.	PO0129523	SIGN LANGUAGE SERVICE	\$344.13
01-16145	PETTY CASH	PO0129463	REIMB/TRAVEL/A CHISM	\$73.45
01-16145	PETTY CASH	PO0129463	REIMB/CLOTHING ALLOWANCE	\$502.49
01-19063	SECRETARY OF STATE/NOTARY	PO0129227	NOTARY BOND FEE/K CRAWFORD	\$10.00
01-19194	OK TAX COMMISSION	PO0129344	2ND QTR 2015 MITF ASSESSMENT	\$6,920.40
01-33380	OPFER, DAVID	PO0129226	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0129346	WC/MEDICAL	\$317.36
01-49880	DELL MARKETING, LP	PO0128417	COMPUTER	\$1,547.40
			<b>LEGAL SVCS. TOTAL</b>	<b>\$12,353.55</b>

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0129286	WATER COOLER RENTAL 7/15	\$8.50
01-01227	AUTRY VO-TECH CENTER	PO0129268	SAFETY TRAINING 6/15	\$220.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$619.88
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0129319	ELEVATOR MAINTENANCE	\$300.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$3.01
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0129364	VACCINATION	\$50.00
			<b>SAFETY TOTAL</b>	<b>\$1,201.39</b>

FUND 10 DEPT 150 -PR/MARKETING

01-01082	CLASSIC PRINTING	PO0129454	COE NEWSLETTER 8/15	\$1,680.00
01-01163	ADVANCED WATER SOLUTIONS	PO0129358	WATER COOLER RENTAL 7/15	\$22.15
01-02421	SUDDENLINK	PO0129325	MONTHLY SERVICE 7/15	\$394.90
01-03809	SITEIMPROVE, INC.	PO0129331	SOFTWARE RENEWAL 2015	\$3,927.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129511	JANITORIAL SERVICE 6/15	\$40.00
01-04643	GURU NEW MEDIA	PO0129258	PROFESSIONAL SERVICE	\$109.00
01-72920	EAGLE MARKETING, INC.	PO0129460	E-KIDS 5/15	\$400.00
			<b>PR/MARKETING TOTAL</b>	<b>\$6,573.05</b>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$403.94
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$591.86
01-02656	ROGGOW CONSULTING	PO0129432	CONSULTING SERVICES 7/15	\$4,000.00
01-05134	ENID NEWS & EAGLE	PO0129443	PUBLICATIONS	\$160.35
01-05134	ENID NEWS & EAGLE	PO0129470	PUBLICATIONS	\$44.70
01-14018	NORTHERN OK DEVELOPEMENT AUTHORITY	PO0129471	MEMBERSHIP DUES 2016	\$3,500.00
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0129285	2015-2016 ANNUAL SERVICE FEE	\$34,872.74
01-36830	MAIN STREET ENID, INC.	PO0129429	LOCAL PROGRAM FUNDING 7/15	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0129442	PUBLICATIONS	\$273.90
01-39700	GARFIELD CO. LEGAL NEWS	PO0129513	PUBLICATIONS	\$79.25
01-42400	AT & T	PO0129330	MONTHLY SERVICE 7/15	\$481.34
01-58150	MCAFFEE & TAFT	PO0129277	PROFESSIONAL SERVICE	\$400.50
01-80311	ENID ARTS & SCIENCES FOUNDATION	PO0129472	LOCAL PROGRAM FUNDING	\$25,000.00
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$76,058.58</u>

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0129248	WATER COOLER RENTAL 7/15	\$30.20
01-01472	STAPLES ADVANTAGE	PO0129451	POST ITS/PEN REFILL	\$21.08
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$40.00
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$16.66
01-02720	JOHN M ARLEDGE & N ASSOC, PC	PO0129263	GOV SEMINAR REG FEES (2)	\$160.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0129425	SECURITY CONSOLE 6/15	\$20.00
			<u>ACCOUNTING TOTAL</u>	<u>\$287.94</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-03022	CULLIGAN WATER CONDITION, INC.	PO0129237	WATER COOLER RENTAL 6/15	\$9.00
01-16145	PETTY CASH	PO0129438	REIMB/DRAWER SHORTAGE	\$100.00
			<u>RECORDS &amp; RECEIPTS TOTAL</u>	<u>\$109.00</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-00372	QUANTUM AUTOMATION	PO0129342	SUPERLOADER3 SUPPORT/WARRANTY	\$1,350.00
01-01304	CK TELEPHONE & DATA SVC.	PO0129343	SHORTEL SUPPORT 6/15-7/16	\$32,000.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$159.00
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$929.99
01-02649	WEBQA, INC.	PO0129339	CITY REPORTER MOBILE APP	\$1,920.00
01-02649	WEBQA, INC.	PO0129340	WEBQA SERVICE CENTER 15/16	\$6,420.00
01-03370	KRONOS INCORPORATED	PO0129338	WORKFORCE TIMEKEEPING 7/15-7/16	\$17,160.46
01-80229	HUTTON COMMUNICATION INC	PO0129341	ADVANCE REPLACEMENT 15/16	\$1,700.00
			<u>INFORMATION TECHNOLOGY TOTAL</u>	<u>\$61,639.45</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01918	GUERNSEY	PO0123750	G-1501A PROFESSIONAL SERVICE	\$23,450.79
			<u>COMMUNITY DEVELOPMENT TOTAL</u>	<u>\$23,450.79</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0129163	INSP LICENSE/T HOLDEN	\$35.00
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$79.04
01-02639	RON'S MOWING SERVICE	PO0129232	MOW/1621 W CHEROKEE	\$80.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0129425	SECURITY CONSOLE 6/15	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$60.43
01-04732	DEAL, ROBERT E., II	PO0129233	MOW/2604 N QUINCY	\$150.00
01-04732	DEAL, ROBERT E., II	PO0129233	MOW/1634 W JAMES	\$150.00
01-04732	DEAL, ROBERT E., II	PO0129303	MOW/1420 W PINE	\$250.00
01-04732	DEAL, ROBERT E., II	PO0129303	MOW/521 W OKLAHOMA	\$75.00
01-04766	CLM MOWING	PO0129234	MOW/214 S TYLER	\$100.00
01-16145	PETTY CASH	PO0129438	REIMB/FILING FEES	\$52.00
01-16145	PETTY CASH	PO0129475	REIMB/FILING FEES	\$143.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129302	MOW/702 S GRAND	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129362	MOW/623 E WABASH	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129362	MOW/817 S WASHINGTON	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129362	MOW/218 W YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129362	MOW/802 S INDEPENDENCE	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129362	MOW/608 W NAGEL	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129435	MOW/215 E POPLAR	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129435	MOW/2421 E OAK	\$164.00
			<u>CODE ENFORCEMENT TOTAL</u>	<u>\$2,031.47</u>

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$4,543.78
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$851.52
01-02116	MESHEK & ASSOCIATES, PLC	PO0122887	G-1502A PROFESSIONAL SERVICE	\$7,115.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$271.67
01-16004	PDQ PRINTING	PO0129247	BUSINESS CARDS (3)	\$135.00
01-16145	PETTY CASH	PO0129481	REIMB/TRAVEL/C GDANSKI	\$102.90
			<u>ENGINEERING TOTAL</u>	<u>\$13,019.87</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$255.70
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$573.38
01-02082	AT&T MOBILITY	PO0129326	MONTHLY SERVICE 6/15	\$353.33
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0129361	SAMPLE ANALYSIS	\$313.55
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$1,405.68
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129511	JANITORIAL SERVICE 6/15	\$1,448.40
01-16145	PETTY CASH	PO0129478	REIMB/CDL RENEW/M GOODPASTURE	\$51.50
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129359	VINYL TUBING	\$119.97
			<u>PUBLIC WORKS MGMT TOTAL</u>	<u>\$4,521.51</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$42.54
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$531.02
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$132.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$882.96
			<u>FLEET MAINTENANCE TOTAL</u>	<u>\$1,588.52</u>

FUND 10 DEPT 730 - PARKS & RECREATION

01-01472	STAPLES ADVANTAGE	PO0129451	BANK BAGS	\$121.96
01-01517	LAVICKY SAND COMPANY, INC.	PO0129447	BASEBALL FIELD/DIRT	\$1,000.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$1,534.31
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$2,206.16
01-02082	AT&T MOBILITY	PO0129326	MONTHLY SERVICE 6/15	\$13.59
01-02381	WATER WIZARDS	PO0129355	TREE IRRIGATION	\$175.00
01-02466	FIRECO OF OKLAHOMA, INC.	PO0129240	ANNUAL FIRE EXT INSPECTION (46)	\$559.75
01-02539	BWI COMPANIES, INC.	PO0129239	FIELD CHALK/MOUND CLAY	\$1,734.32
01-02539	BWI COMPANIES, INC.	PO0129264	FIELD CHALK/CLAY/FERTILIZER	\$4,894.82
01-03107	CHEM-CAN SERVICES, INC.	PO0129260	PORTABLE TOILET RENTAL 7/15	\$1,629.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129414	PORTABLE TOILET RENTAL 7/15	\$302.00
01-04033	DOLESE BROTHERS CO., INC.	PO0129293	P-1403C CONCRETE/CRUSHER RUN	\$1,766.69
01-04033	DOLESE BROTHERS CO., INC.	PO0129430	P-1403C CONCRETE/CRUSHER RUN	\$458.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$4,424.17
01-04383	1000BULBS.COM	PO0129336	BULBS (218)	\$1,551.17
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0129357	P-1403C PAINT/TRAY	\$93.16
01-35300	UNIFIRST, INC.	PO0129244	MAT/BAGS/SAFETY CAN/WIPES	\$64.43
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129242	EDGER BLADE/OIL/CHAIN	\$307.03
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129412	WEEDEATER PARTS	\$63.96
01-70850	OK STATE DEPT. OF HEALTH	PO0129265	ANNUAL LICENSE RENEWAL	\$50.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129456	SIGN	\$6.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129413	ADAPTERS	\$29.45
			<u>PARKS &amp; RECREATION TOTAL</u>	<u>\$22,984.97</u>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0129434	STAKES	\$11.33
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$1,665.59
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$667.25
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0129521	ASPHALT	\$2,443.35
01-04033	DOLESE BROTHERS CO., INC.	PO0129525	CRUSHER RUN	\$707.02
01-04209	PATTERSON MOWING	PO0123671	MOW/CLEAN RIGHTS OF WAY	\$2,499.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$10,907.49
01-04552	ADVANCE SERVICES	PO0123723	MOW/CLEAN/RIGHT OF WAY	\$3,000.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129495	WEED EATER PARTS/REPAIR	\$158.02
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129514	SPOOL/SPRING/CHAIN/GREASE/BULB	\$601.75
01-67330	HERTZ RENTAL INC	PO0129526	EXCAVATOR RENTAL 6/15	\$1,648.52
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0128834	PROLINE COLD PATCH	\$3,242.95
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0129529	PROLINE COLD PATCH	\$1,934.87
			<u>STRMWTR &amp; ROADWAY MAINT. TOTAL</u>	<u>\$29,487.14</u>

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$15.45
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$3,686.30
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$234.78
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$1,203.61
01-16145	PETTY CASH	PO0129481	REIMB/MEAL/K HACKETT	\$20.03
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0129245	TAPE/PAINT ROLLER	\$32.11
			<u>TECHNICAL SERVICES TOTAL</u>	<u>\$5,192.28</u>

FUND 10   DEPT 900 - LIBRARY

01-01163	ADVANCED WATER SOLUTIONS	PO0129306	WATER COOLER RENTAL 7/15	\$19.95
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$2,159.46
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$5,279.17
01-03053	NORTHWEST SHREDDERS, LLC	PO0129425	SECURITY CONSOLE 6/15	\$40.00
01-03397	JUGGLE WHATEVER	PO0129223	SUMMER READING PROGRAM	\$115.00
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0129296	ELEVATOR SERVICE 7/15	\$309.75
01-04765	STORY CREATIONS	PO0129224	SRP PERFORMANCE	\$183.00
01-55120	QUILL CORPORATION, INC.	PO0129276	TISSUE	\$58.99
<b>LIBRARY TOTAL</b>				<b>\$8,165.32</b>

FUND 10   DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0129404	EMA SALES TAX TRANSFER 7/15	\$724,463.78
01-19099	SECURITY NATIONAL BANK	PO0129408	SCHOOL SALES TAX TRANSFER 7/15	\$107,717.83
01-77520	BANK OF OKLAHOMA, NA	PO0129407	SCHOOL BOND TAX TRANSFER 7/15	\$85,082.24
<b>SALES TAX TRANS. TOTAL</b>				<b>\$917,263.85</b>

FUND 10   DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129405	IT-1601 GP UPGRADE	\$1,017.50
01-16008	PINKLEY SALES CO.	PO0127949	BATTERY BACKUP	\$4,994.00
<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>				<b>\$6,011.50</b>

FUND 14   DEPT 145 - HEALTH FUND

01-01506	IRON WORKS FITNESS & TANNING	PO0129422	WELLNESS DOLLARS	\$100.00
01-04526	DEPT OF THE TREASURY	PO0129349	PCORI FEES	\$2,240.16
01-70870	FOCUS INSTITUTE, INC.	PO0129427	EAP SERVICES 7/15	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0129445	DENTAL FEES 6/15	\$1,721.78
01-78180	BLUE CROSS BLUE SHIELD OK	PO0129445	DENTAL CLAIMS 6/15	\$15,378.20
01-78180	BLUE CROSS BLUE SHIELD OK	PO0129445	HEALTH ADMIN FEES 6/15	\$33,630.31
01-78180	BLUE CROSS BLUE SHIELD OK	PO0129445	HEALTH CLAIMS 6/15	\$213,577.16
<b>HEALTH FUND TOTAL</b>				<b>\$267,880.94</b>

FUND 20   DEPT 205 - AIRPORT

01-01338	J & P SUPPLY, INC.	PO0129320	TISSUE/TOWELS	\$115.03
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$1,001.50
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$159.01
01-02712	FARMER BROS. CO.	PO0129270	COFFEE	\$45.10
01-02857	DML POWER WASHING	PO0129365	FILTER REPLACEMENT	\$247.50
01-02857	DML POWER WASHING	PO0129490	POWER WASHING	\$375.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$389.37
01-04809	CLEMENTS, ERIC	PO0129524	REFUND/HANGER RENTAL	\$945.84
01-12015	LAMPTON WELDING SUPPLY, INC.	PO0129366	FITTINGS	\$10.94
01-23062	WATER ONE, INC.	PO0129235	WATER SOFTENER RENTAL 6/15	\$47.00

01-23062	WATER ONE, INC.	PO0129269	SOLAR SALT	\$14.00
01-23062	WATER ONE, INC.	PO0129368	SOLAR SALT	\$14.00
01-31330	ABSOLUTE PEST CONTROL	PO0129367	PEST CONTROL	\$130.00
01-33210	P & K EQUIPMENT, INC.	PO0129398	MOWER REPAIR/YOKE/U-JOINT	\$466.06
01-33220	ZALOUDEK, F. W.	PO0129397	V803/TRACTOR REPAIR/ADAPTER	\$970.30
01-42400	AT & T	PO0129330	MONTHLY SERVICE 7/15	\$258.28
01-73500	RURAL COMMUNITY INSURANCE SERVICE	PO0129421	CROP INSURANCE	\$300.00
			<b>AIRPORT TOTAL</b>	<b>\$5,488.93</b>

FUND 22    DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0129282	AIR FRESHENER	\$17.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$324.49
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$167.07
01-02208	SOONER PUBLISHING MARKETING & CREA	PO0129281	ADVERTISING	\$495.00
01-02446	JOHN DEERE FINANCIAL	PO0129229	MOWER LEASE 7/15	\$622.37
01-02674	P&K EQUIPMENT, INC.	PO0129304	SWITCH/BELTS/PIVOT/BUSHINGS	\$187.31
01-03107	CHEM-CAN SERVICES, INC.	PO0129307	PORTABLE TOILET RENTAL 7/15	\$77.00
01-03399	INNOVATIVE TURF SUPPLY	PO0129444	FERTILIZER/DYE/DEFOAMER	\$2,250.00
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0129230	BLADE GRINDER LEASE 7/15	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129511	JANITORIAL SERVICE 6/15	\$653.82
01-04568	HARRELL'S, LLC	PO0129308	HERBICIDE/FERTILIZER	\$1,350.00
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0129259	MONITOR/PRINTER/DRAWER	\$1,169.00
01-04803	BATTERMAN, MARION	PO0129428	MEMBERSHIP REFUND	\$646.05
01-04810	SPECTRUM TECHNOLOGIES, INC.	PO0129534	SOIL MOISTURE METER	\$1,050.60
01-38830	LIGHTLE SAND & CONSTRUCTION CO.	PO0129450	SAND	\$611.10
01-65460	ACTSHON PEST CONTROL	PO0129417	PEST CONTROL 7/15	\$75.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0129231	GOLF CART LEASE 7/15	\$2,649.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0129297	PROPERTY TAX	\$2,784.01
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0129305	MOWER REPAIR/BUSHINGS/ARMS	\$338.32
			<b>GOLF TOTAL</b>	<b>\$15,844.29</b>

FUND 30    DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0125518	R-1505A 2015 CONCRETE REPAIRS	\$13,418.19
01-31260	BRUEGGEMANN ENGINEERING	PO0129261	M-1513B PROFESSIONAL SERVICE	\$1,426.25
			<b>STREET &amp; ALLEY TOTAL</b>	<b>\$14,844.44</b>

FUND 31    DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0129278	PRINTER MAINTENANCE 6/15	\$266.18
01-01163	ADVANCED WATER SOLUTIONS	PO0129457	WATER COOLER RENTAL 7/15	\$36.85
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$131.89
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$90.08
01-05134	ENID NEWS & EAGLE	PO0129283	NEWSPAPER SUBSCRIPTION	\$180.00
01-30750	U S POSTAL SERVICE-ENID	PO0129266	MAIL PERMIT	\$225.00
			<b>UTILITY BILLING TOTAL</b>	<b>\$930.00</b>

FUND 31 DEPT 315 - E.M.A.

01-02891	BANK OF OKLAHOMA, N.A.	PO0129333	2003 SCHOOL BOND TRUSTEE FEE	\$2,500.00
01-03032	OK DEVELOPMENT FINANCE AUTH.	PO0129246	2015-2016 ADMIN FEE	\$14,332.50
01-04348	ARNOLD, BART L.	PO0129225	WC/MEDICAL	\$323.00
01-04348	ARNOLD, BART L.	PO0129345	WC/MEDICAL	\$323.00
<u>E.M.A. TOTAL</u>				<u>\$17,478.50</u>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0129262	SHOP TOWEL SERVICE	\$70.54
01-00146	CINTAS CORPORATION LOC. 624	PO0129410	SHOP TOWEL SERVICE	\$70.54
01-01163	ADVANCED WATER SOLUTIONS	PO0129300	WATER COOLER RENTAL 7/15	\$30.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$363.61
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$542.39
01-02082	AT&T MOBILITY	PO0129326	MONTHLY SERVICE 6/15	\$584.35
01-02243	BB MACHINE & SUPPLY, INC.	PO0129411	ORING KITS/HOSE STEMS	\$169.02
01-02466	FIRECO OF OKLAHOMA, INC.	PO0129255	ANNUAL FIRE EXT INSP (22)	\$791.36
01-03022	CULLIGAN WATER CONDITION, INC.	PO0129256	WATER COOLER RENTAL 6/15	\$8.50
01-03022	CULLIGAN WATER CONDITION, INC.	PO0129256	BOTTLED WATER	\$6.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129335	PORTABLE TOILET RENTAL 6/15	\$175.00
01-03312	CAROLINA SOFTWARE, INC.	PO0129322	WASTEWORX SOFTWARE SUPPORT	\$500.00
01-03312	CAROLINA SOFTWARE, INC.	PO0129322	WASTEWIZARD SOFTWARE SUPPORT	\$300.00
01-03312	CAROLINA SOFTWARE, INC.	PO0129322	WASTEWALKER SOFTWARE SUPPORT	\$100.00
01-03921	EXPRESS SCRIPTS, INC.	PO0129462	WC/MEDICAL	\$640.85
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0129253	SOLID WASTE FEE 4/15-6/15	\$52,947.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0129488	ANNUAL OPERATING FEE 2015	\$468.64
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$22,134.79
01-04439	J A KING	PO0129301	CALIBRATION/MILEAGE/LABOR	\$556.00
01-04560	DOCUGUARD	PO0129517	RECYCLING SERVICE 5/15-6/15	\$7,884.37
01-04742	SMITH, BOBBY A.	PO0129473	WC/REIMB TRAVEL	\$89.44
01-05067	ENID GLASSWORKS, INC.	PO0129423	V238 GLASS INSTALL	\$225.00
01-05067	ENID GLASSWORKS, INC.	PO0129455	V239 WINDSHIELD INSTALL	\$225.00
01-07102	GARFIELD R W D #5	PO0129251	MONTHLY SERVICE 6/15	\$54.83
01-16145	PETTY CASH	PO0129478	REIMB/DEQ LIC RENEWAL/J ROSSON	\$46.00
01-16145	PETTY CASH	PO0129478	REIMB/CDL RENEWAL/L BRADEN	\$51.50
01-20046	TRIANGLE INDUSTRIES, INC.	PO0129516	V240 FUEL TANK REPAIR	\$175.00
01-31260	BRUEGGEMANN ENGINEERING	PO0129479	BOLTS/WASHERS	\$4.20
01-51430	ENID P T PROFESSIONALS	PO0129461	WC/MEDICAL	\$315.10
01-80189	THE CAREL CORPORATION	PO0129334	SAMPLE ANALYSIS	\$2,100.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0129437	OIL	\$1,426.30
01-80343	FENTRESS OIL COMPANY, INC.	PO0129409	OIL	\$1,871.47
<u>SOLID WASTE SERVICES TOTAL</u>				<u>\$94,926.80</u>

FUND 31 DEPT 790 - WATER PRODUCTION

01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0129321	MONTHLY SERVICE 6/15	\$17,703.99
01-01178	ACCURATE, INC.	PO0129289	SAMPLE ANALYSIS	\$310.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$156.23
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$639.17
01-02082	AT&T MOBILITY	PO0129354	MONTHLY SERVICE 6/15	\$113.24
01-02525	PAGE PLUS, INC.	PO0129292	MONTHLY SERVICE 7/15	\$17.94



01-03110	VERMEER GREAT PLAINS	PO0129480	BATTERY CHARGER	\$19.77
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$3,757.38
01-06001	FARMERS ELEVATOR CO.	PO0129324	HYDRAULIC OIL	\$37.00
01-13223	M&M SUPPLY COMPANY	PO0129332	BUSHINGS (3)	\$63.64
01-14118	NCL OF WISCONSIN	PO0129328	W-1510 METERS/CALIBRATION SET	\$2,068.03
01-19047	AT & T	PO0129353	MONTHLY SERVICE 7/15	\$270.26
01-80258	BRENNTAG SOUTHWEST, INC.	PO0123279	CHLORINE	\$3,383.60
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129280	BLADE	\$9.76
			<b>WATER PRODUCTION TOTAL</b>	<b>\$28,550.01</b>

FUND 31    DEPT 795 - WATER RECLAMATION SERVICES

01-00917	HD SUPPLY WATERWORKS	PO0128526	FLANGES/WATER METERS (9)	\$13,694.67
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$259.82
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$735.75
01-02082	AT&T MOBILITY	PO0129326	MONTHLY SERVICE 6/15	\$407.69
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$31,456.22
01-30830	LOCKE SUPPLY, INC.	PO0129273	PVC PIPE/COUPLING	\$16.79
01-40180	WAY OUT WEST	PO0129254	BOOTS/D ALBERTS	\$125.00
			<b>WATER RECLAMATION SERVICES TOTAL</b>	<b>\$46,695.94</b>

FUND 31    DEPT 799 - WASTEWATER MGMT

01-00146	CINTAS CORPORATION LOC. 624	PO0129360	SHOP TOWEL SERVICE	\$285.60
01-01178	ACCURATE, INC.	PO0129274	SAMPLE ANALYSIS	\$85.00
01-01178	ACCURATE, INC.	PO0129363	SAMPLE ANALYSIS	\$175.00
01-01338	J & P SUPPLY, INC.	PO0129299	INSECTICIDE/WIPES/BLEACH	\$130.08
01-03107	CHEM-CAN SERVICES, INC.	PO0129452	SEPTIC TANK CLEANING 6/15	\$265.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$182.95
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129511	JANITORIAL SERVICE 6/15	\$622.44
			<b>WASTEWATER MGMT TOTAL</b>	<b>\$1,746.07</b>

FUND 32    DEPT 325 - E.E.D.A.

01-02687	RETAIL ATTRACTIONS, LLC	PO0129433	CONSULTING SERVICE 7/15	\$6,000.00
01-04466	ENCOMPASS FINANCIAL SERVICES, INC.	PO0129415	M-1511A APPRAISALS	\$6,000.00
01-04795	DEMOSS, MARK A.	PO0129337	M-1511A APPRAISALS	\$600.00
01-04806	OHFA	PO0129483	REFUND/TALKINGTON/HAP	\$90.00
01-16145	PETTY CASH	PO0129475	REIMB/PROPERTY TAX/2302 C COURT	\$125.00
			<b>E.E.D.A. TOTAL</b>	<b>\$12,815.00</b>

FUND 33    DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0129431	CONSULTING SERVICE 7/15	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0129436	REGISTRATION/AFA CONFERENCE	\$390.00
			<b>V.D.A. TOTAL</b>	<b>\$10,390.00</b>

FUND 40    DEPT 405 - CAPITAL IMPROVEMENT

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0129238	P-1403C EXPANSION JOINTS (10)	\$70.00
01-02482	TETRA TECH, INC.	PO0092320	R-0814A GO BOND BRIDGE	\$400.28
01-04464	MTZ CONSTRUCTION, INC.	PO0121849	M-1304A PEDESTRIAN TRAIL	\$19,498.41
01-04464	MTZ CONSTRUCTION, INC.	PO0126920	M-1304A PEDESTRIAN TRAIL	\$18,815.79
<b>CAPITAL IMPROVEMENT TOTAL</b>				<b>\$38,784.48</b>

FUND 42    DEPT 425 - SANITARY SEWER FUND

01-03681	MATTHEWS TRENCHING CO.	PO0125829	S-1304A 54TH ST SEWER IMPROVEMENT	\$67,198.99
01-05050	ENVIROTECH	PO0128197	S-1510 PROFESSIONAL SERVICE	\$4,460.00
<b>SANITARY SEWER FUND TOTAL</b>				<b>\$71,658.99</b>

FUND 43    DEPT 435 - STORMWATER FUND

01-04685	PPS TRUCKING, LLC	PO0126539	F-1307A ROLLING OAKS DETENTION	\$269,666.37
<b>STORMWATER FUND TOTAL</b>				<b>\$269,666.37</b>

FUND 44    DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERSON	PO0129512	W-1304A WATER RIGHTS	\$2,457.79
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERSON	PO0129512	W-1304A PROFESSIONAL SERVICE	\$242.50
01-04579	COWAN GROUP ENGINEERING, LLC	PO0128016	W-1512 PROFESSIONAL SERVICE	\$1,500.00
01-18063	DUB ROSS COMPANY, INC.	PO0129279	W-1512 CULVERTS (2)	\$285.12
<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>				<b>\$4,485.41</b>

FUND 50    DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$85.00
01-03862	DSS CORPORATION	PO0129221	MAINTENANCE AGREEMENT 7/15-6/16	\$12,968.25
01-24000	XEROX CORPORATION, INC.	PO0129381	COPIER USAGE 4/15-6/15	\$358.45
01-42400	AT & T	PO0129387	MONTHLY SERVICE 7/15	\$1,788.96
01-66190	AT&T	PO0129385	MONTHLY SERVICE 7/15	\$10,406.99
<b>911 TOTAL</b>				<b>\$25,607.65</b>

FUND 51    DEPT 515 - POLICE

01-01102	ATHEY LUMBER CO., INC.	PO0129380	BLADES (2)	\$19.58
01-01780	B & B LAWN CARE	PO0129384	LAWN SERVICE 6/15	\$320.00
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$3,443.45
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$1,814.04
01-01988	BOARD OF TESTS FOR ALCOHOL/DRUG	PO0129393	BREATHALYZER TUITION (5)	\$310.00
01-02082	AT&T MOBILITY	PO0129395	MONTHLY SERVICE 6/15	\$2,127.62
01-03053	NORTHWEST SHREDDERS, LLC	PO0129425	SECURITY CONSOLE 6/15	\$100.00
01-03370	KRONOS INCORPORATED	PO0129376	SOFTWARE SUPPORT SERVICE	\$6,298.06
01-03815	TLO, LLC	PO0129374	ONLINE INVESTIGATIVE SERVICE	\$1,320.00
01-04134	LEADSONLINE, LLC	PO0129222	SYSTEM SVS PACKAGE RENEWAL	\$7,988.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0129373	OLETS USERS FEE 6/15	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$4,016.13

01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129382	COPIER USAGE 6/15	\$290.27
01-04804	URGENT CARE OF ADA	PO0129467	WC/MEDICAL/M HAINLEY	\$236.48
01-04807	PROFESSIONAL SERVICE INDUSTRIES	PO0129522	ENGINEERING REPORT	\$2,000.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129389	FOLDERS	\$38.84
01-13145	MID-AMERICA WHOLESAL, INC.	PO0129372	MEAL/RETIREMENT RECEPTION	\$98.43
01-13145	MID-AMERICA WHOLESAL, INC.	PO0129375	COFFEE/CREAMER/CUPS	\$260.76
01-15006	OK GLASS & WALLPAPER	PO0129377	WINDOWS (2)	\$262.00
01-15050	OK ASSOC. OF CHIEF OF POLICE	PO0129394	SUPERVISOR TESTS (21)	\$2,352.50
01-16004	PDQ PRINTING	PO0129370	DOOR SIGN/BUSINESS CARDS (3)	\$99.00
01-16006	PHILLIPS PRINTING, INC.	PO0129369	RECEIPT BOOKS (30)	\$223.00
01-16006	PHILLIPS PRINTING, INC.	PO0129379	STORED VEHICLE REPORTS	\$368.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0129391	REIMB/EXAMS/MEDS	\$687.42
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0129533	REIMB/EXAMS/VACCINES	\$55.00
01-46560	GROOM CLOSET	PO0129388	DOG FOOD	\$35.52
01-50210	LOWE'S HOME CENTERS, INC.	PO0129371	VALVES/SEALS/CONTAINER	\$185.24
01-53300	ANIMAL CARE OF ENID, INC.	PO0129477	REIMB/RABIES/EXAM	\$90.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0129530	REIMB/EXAMS/VACCINES	\$465.00
01-65460	ACTSHON PEST CONTROL	PO0129386	PEST CONTROL 6/15	\$40.00
01-75730	ELAM, JOE PHD	PO0129390	PSYCH EVALUATIONS (2)	\$280.00
01-75950	GUIDANCE SOFTWARE INC	PO0129220	ENCASE PASSPORT FEE	\$3,005.00
01-80020	GARFIELD COUNTY HEALTH DEPT.	PO0129392	VACCINATION	\$59.00
01-80246	ATWOODS	PO0129378	INSECTICIDE	\$14.99
			<b>POLICE TOTAL</b>	<b>\$39,253.33</b>

FUND 52    DEPT 525 - C.I.C.

01-02082	AT&T MOBILITY	PO0129395	MONTHLY SERVICE 6/15	\$177.95
			<b>C.I.C. TOTAL</b>	<b>\$177.95</b>

FUND 60    DEPT 605 - CONFERENCE CENTER

01-03438	ENID CONVENTION & VISITORS BUREAU	PO0129284	1ST QTR 2016 FUNDING	\$126,250.00
01-15125	OK GAS & ELECTRIC	PO0129396	MONTHLY SERVICE 6/15	\$365.49
			<b>CONFERENCE CENTER TOTAL</b>	<b>\$126,615.49</b>

FUND 65    DEPT 655 - FIRE

01-01338	J & P SUPPLY, INC.	PO0129508	SOAP/TOWELS/CLEANER/BLEACH	\$283.12
01-01338	J & P SUPPLY, INC.	PO0129527	TOWELS/GLOVES/LINERS/SOAP	\$347.04
01-01476	NORTHERN SAFETY CO., INC.	PO0129500	KEVLAR FACEPIECE (2)	\$563.77
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$1,016.33
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$1,846.74
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0129503	WRENCH	\$54.60
01-02082	AT&T MOBILITY	PO0129506	IPAD DATA PLAN 6/15	\$24.17
01-02146	SPRINT NEXTEL	PO0129486	MONTHLY SERVICE 6/15	\$19.09
01-02466	FIRECO OF OKLAHOMA, INC.	PO0129489	PULL PIN/FIRE EXT RECHARGE (2)	\$98.50
01-03099	CHIEF FIRE & SAFETY CO., INC.	PO0129504	NOZZLE	\$104.00
01-03921	EXPRESS SCRIPTS, INC.	PO0129474	WC/MEDICAL/R LIVINGSTON	\$105.73
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$94.48
01-04630	A C OWEN CONSTRUCTION. LLC	PO0125182	M-1408A FIRE STATION #4	\$238,046.25

01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129485	COPIER MAINTENANCE 6/15	\$81.43
01-15020	OK FIRE CHIEFS ASSOC	PO0129510	OFCA MEMBERSHIP (3)	\$108.00
01-15061	OK CORRECTIONAL INDUST.	PO0128196	M-1408B HOSE RACKS/SHELVES	\$2,270.90
01-15132	O'REILLY AUTO PARTS, INC.	PO0129501	V1014 BATTERY	\$39.23
01-15132	O'REILLY AUTO PARTS, INC.	PO0129501	BATTERY CLEANER	\$15.32
01-15132	O'REILLY AUTO PARTS, INC.	PO0129501	V1042 RADIATOR CAP	\$6.12
01-15132	O'REILLY AUTO PARTS, INC.	PO0129491	SPLICES/TOOL SET/WIPER BLADES	\$82.88
01-15132	O'REILLY AUTO PARTS, INC.	PO0129491	V1008 LIGHT	\$4.49
01-30830	LOCKE SUPPLY, INC.	PO0129484	WIRING	\$7.97
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129499	EDGER BLADES (6)	\$23.76
01-56880	CHIEF SUPPLY	PO0129502	SWITCH/BATTERIES	\$183.83
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0129487	BOOTS (2)	\$506.17
01-58740	STUART C. IRBY	PO0129505	LIGHT BULBS	\$32.76
01-58740	STUART C. IRBY	PO0129498	FLAG LIGHT	\$266.60
01-79980	PIONEER BUSINESS SOLUTION	PO0129509	MONTHLY SERVICE 7/15	\$32.91
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129497	VALVE/GAUGE/COUPLING/CAULK	\$27.30
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129496	SCREWDRIVER/PUNCH PIN/SPLICES	\$27.25
			<b>FIRE TOTAL</b>	<b>\$246,320.74</b>

FUND 99    DEPT 995 - EPTA

01-00793	ONESOURCE MANAGED SERVICES	PO0129493	COPIER USAGE 7/15	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0129518	WATER COOLER RENTAL 7/15	\$16.90
01-01783	JP MORGAN CHASE	PO0129515	CHASE PAYMENT	\$193.53
01-01783	JP MORGAN CHASE	PO0129531	CHASE PAYMENT	\$388.19
01-02082	AT&T MOBILITY	PO0129519	MONTHLY SERVICE 6/15	\$222.53
01-03972	NATIONAL PEN CO., LLC	PO0129250	PROMOTIONAL PENS	\$270.90
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0129532	WAREHOUSE PARTS 6/15	\$3,984.78
01-04790	MOBILITY AUTO SALES, INC.	PO0129494	V8572 HYDRAULIC CYLINDERS/LABOR CHG	\$1,110.97
01-15127	OK NATURAL GAS	PO0129252	MONTHLY SERVICE 6/15	\$90.03
01-16004	PDQ PRINTING	PO0129492	TRANSIT INCENTIVE CARDS	\$440.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0129403	DOT PHYSICAL/DRUG SCREENS (4)	\$80.00
01-47300	OK TURNPIKE AUTHORITY	PO0129520	TOLL	\$3.10
			<b>EPTA TOTAL</b>	<b>\$6,855.93</b>

COMBINED BREAKDOWN OF TOTALS

EMA	\$190,327.32
EEDA	\$12,815.00
REMAINING FUNDS	\$2,705,209.23
<b>TOTAL CLAIMS</b>	<b>\$2,908,351.55</b>

**City Commission Meeting**

12. 1.

**Meeting Date:** 07/21/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2015-2016 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$88,221.73 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2015.**

**BACKGROUND:**

This is a companion item to 8.2. The Enid Municipal Authority had \$88,221.73 in encumbered amounts as of June 30, 2015. The fiscal financial plan for Fiscal Year 2015-2016 does not include these encumbrances from the prior fiscal year. These encumbrances were accounted for in Fiscal Year 2014-2015 but were not completed by June 30, 2015. These prior year encumbrances will be paid from current Fiscal Year 2015-2016 funds. The funds are available in the EMA fund balance.

**RECOMMENDATION**

Approve Resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

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**Fiscal Impact**

**Budgeted Y/N:** No

**Amount:** \$88,221.73

**Funding Source:**

Enid Municipal Authority.

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**Attachments**

FY15 EMA Encumbrance Rollover

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**RESOLUTION**

A RESOLUTION INCREASING THE 2015-2016 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$88,221.73 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2015.

**WHEREAS**, the Enid Municipal Authority had \$88,221.73 in encumbered amounts as of June 30, 2015; and

**WHEREAS**, the fiscal financial plan for fiscal year 2015-2016 does not include these encumbrances from the prior fiscal year; and

**WHEREAS**, these prior year encumbrances must be paid from current fiscal year 2015-2016 funds;

**AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2015-2016 FISCAL FINANCIAL PLAN BE INCREASED FOR PRIOR YEAR 2014-2015 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:**

<b>FUND 31 ENID MUNICIPAL AUTHORITY</b>		<b>\$88,221.73</b>
<b>Solid Waste Services</b>	<b>\$4,403.99</b>	
<b>Water Production</b>	<b>\$13,282.60</b>	
<b>Water Reclamation Services</b>	<b>\$15,271.77</b>	
<b>Wastewater Plant Management</b>	<b>\$54,177.72</b>	
<b>EMA Capital Asset Replacement</b>	<b>\$1,085.65</b>	
<b>TOTAL PRIOR YEAR ENCUMBRANCES 14-15</b>		<b>\$88,221.73</b>

Adopted this 21st day of July 2015.

\_\_\_\_\_  
Chairman

(Seal)  
ATTEST:

\_\_\_\_\_  
City Clerk

**City Commission Meeting**

**12. 2.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$190,327.32.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

**JP MORGAN CLAIMSLIST.**

**CLAIMSLIST.**

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**City Commission Meeting**

15. 1.

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVE AND EXECUTE AN AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).**

**BACKGROUND:**

The City of Enid and the Enid Economic Development Authority entered into a Real Estate Purchase and Sale Agreement ("Agreement") with Hunt Properties, Inc., which provided an acquisition period ending June 30, 2015. The Agreement provided that the City could extend the Agreement until November 30, 2015. This Amendment extends the acquisition period of that Agreement.

**RECOMMENDATION**

Approve and execute Amendment.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Amendment.

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## FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Amendment"), dated effective as of June 30, 2015, is executed by and between the CITY OF ENID, OKLAHOMA, a Municipal Corporation, and ENID ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma Public Trust (collectively, "Seller") and HUNT PROPERTIES, INC., a Texas Corporation ("Buyer") (Seller and Buyer shall sometimes be referred to herein collectively as the "Parties").

### RECITALS:

A. Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement, dated January 6, 2015 (the "Agreement"), for the conveyance of that certain property located in the City of Enid, Garfield County, Oklahoma, as more particularly described therein (the "Property").

B. Seller and Buyer now desire to amend certain terms of the Agreement, according to the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, Buyer and Seller agree as follows:

### AGREEMENT:

1. Recitals. The recitals are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. Extension of Acquisition Period. Pursuant to Section 1.a. of the Agreement, Seller hereby exercises its right to extend the Acquisition Period. The Acquisition Period shall now expire on or before November 30, 2015.
4. Ratification. By the signatures hereto, the Parties hereby ratify the Agreement, as amended herein, and confirm that it is in full force and effect and unmodified, except as amended hereby.
5. Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
6. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute for all purposes one and the same instrument. The counterpart

signatures may be transmitted by electronic mail with such electronic mail signatures having the same force and effect as originals.

7. Conflicts. In the event of any conflicts or inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

8. Entire Agreement. This Amendment contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first listed above.

**SELLER:**

CITY OF ENID, OKLAHOMA,  
a Municipal Corporation

\_\_\_\_\_  
William E. Shewey, Mayor

and

ENID ECONOMIC DEVELOPMENT AUTHORITY,  
an Oklahoma Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

**BUYER:**

Hunt Properties, Inc.,  
a Texas corporation,

By: \_\_\_\_\_  
Jeff Williams, President

**City Commission Meeting**

**15. 2.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**APPROVE AND EXECUTE AN AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ENID ECONOMIC DEVELOPMENT AUTHORITY (SELLER) AND HUNT PROPERTIES, INC. (BUYER).**

**BACKGROUND:**

The City of Enid and the Enid Economic Development Authority entered into a Real Estate Purchase and Sale Agreement ("Agreement") with Hunt Properties, Inc., which was subsequently amended by a First Amendment, dated May 7, 2015, and provided a review date ending July 7, 2015. The completion of the new Fire Station has been delayed, which requires the City to delay the vacating of this property. This Amendment extends the review date of that Agreement to September 15, 2015.

**RECOMMENDATION**

Approve and execute Amendment.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Attachments**

Amendment.

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**SECOND AMENDMENT TO THE  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Second Amendment to the Real Estate Purchase and Sale Agreement (“**Second Amendment**”) is made and entered into by and between the City of Enid, Oklahoma, a Municipal Corporation, and Enid Economic Development Authority, an Oklahoma Public Trust, together hereinafter referred to as “**Seller**,” and Hunt Properties, Inc., a Texas Corporation, and/or its assigns, hereinafter referred to as “**Buyer**”.

**WHEREAS**, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated December 19, 2014, subsequently amended by that certain First Amendment to the Real Estate Purchase and Sale Agreement dated May 7, 2015 (collectively, the “**Agreement**”); and

**WHEREAS**, Buyer has requested additional time in order to perform the required inspections and for further plan development; and

**WHEREAS**, Seller desires to allow such extension.

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

**ARTICLE I  
PURCHASE AND SALE OF PROPERTY**

1. The Review Period shall be extended from July 7, 2015 to September 15, 2015. All other due dates in the Agreement shall be extended appropriately and respectively. Buyer retains its thirty (30) day extension per Article III.1. of the Agreement.
2. This Second Amendment shall be attachment to the Agreement, and except as expressly modified by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and unaffected by this Second Amendment.

**[Signatures on following page]**

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

Date: \_\_\_\_\_

"SELLER"  
City of Enid, Oklahoma,  
a Municipal Corporation

\_\_\_\_\_  
William E. Shewey, Mayor

and

Enid Economic Development Authority,  
an Oklahoma Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

Date: \_\_\_\_\_

"BUYER"  
Hunt Properties, Inc., a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City Commission Meeting**

**15. 3.**

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$12,815.00.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

JP MORGAN CLAIMSLIST.

CLAIMSLIST.

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**City Commission Meeting**

18.

**Meeting Date:** 07/21/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(C)(10) TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT BECAUSE AN EXECUTIVE SESSION IS NECESSARY TO PROTECT THE CONFIDENTIALITY OF THE BUSINESS, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**

**BACKGROUND:**

The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 Okla. Stat. §307(C)(10), to confer “on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate...” within Enid because public disclosure of the matter to be discussed would violate the confidentiality of the business.

**RECOMMENDATION**

Upon conclusion of the Executive Session, the Commission will reconvene into Regular Session to take any necessary action.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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