



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

BOARD OF COMMISSIONERS

NOTICE OF REGULAR MEETING

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 4th day of August, 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 REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE SPECIAL COMMISSION MEETING OF JULY 21, 2015.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. QUARTERLY UPDATE FROM MIKE COOPER, VANCE DEVELOPMENT AUTHORITY CONSULTANT.
 3. OMAG PRESENTATION ON EMERGENCY VEHICLE OPERATIONS DVD.

6. HEARINGS.

- 1. CONDUCT A HEARING REZONING PROPERTY LOCATED AT 602 WEST CHEROKEE AND 216 SOUTH MADISON DESCRIBED AS LOT 1, BLOCK 1, WEATHERLY'S 4TH ADDITION FOR KEN BRUMFIELD, FROM C-3 GENERAL COMMERCIAL DISTRICT TO R-4 RESIDENTIAL DUPLEX OR TWO FAMILY DWELLING DISTRICT.**

7. COMMUNITY DEVELOPMENT.

- 1. CONSIDER AN ORDINANCE TO REZONE PROPERTY LOCATED AT 602 WEST CHEROKEE AND 216 SOUTH MADISON DESCRIBED AS LOT 1, BLOCK 1, WEATHERLY'S 4TH ADDITION FOR KEN BRUMFIELD, FROM C-3 GENERAL COMMERCIAL DISTRICT TO R-4 RESIDENTIAL DUPLEX OR TWO FAMILY DWELLING DISTRICT.**
- 2. CONSIDER APPROVAL OF A FINAL PLAT FOR STONEBRIDGE DEVELOPMENT, LOTS 1 AND 2, BLOCK 2, LOCATED AT THE NORTHWEST CORNER OF CHESTNUT AND CLEVELAND FOR AC DEVELOPMENT LLC.**

8. ADMINISTRATION.

- 1. NONE.**

9. CONSENT.

- 1. AWARD AND EXECUTE THE PURCHASE OF THREE TRUCKS FOR THE PUBLIC WORKS DIVISION, IN THE AMOUNT OF \$109,439.93, FROM BOB HURLEY FORD, OKLAHOMA CITY, OKLAHOMA.**
- 2. CONSIDER CONTRACT AWARDS FOR MOWING AND CLEANING THE CITY OF ENID'S RIGHT-OF-WAYS FOR FISCAL YEAR 2015-2016.**
- 3. CONSIDER ESTABLISHING A NO PARKING ZONE ON BOTH SIDES OF SOUTH HOOVER TO ASSIST IN PROVIDING EMERGENCY EGRESS FROM THE NEW ENID FIRE DEPARTMENT STATION 4.**
- 4. APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3722.**
- 5. ACCEPT PUBLIC ACCESS EASEMENTS FROM MILESTONE BUILDERS, LLC, FOR LOTS 1 THROUGH 12, BLOCK 6; LOTS 1 THROUGH 3, BLOCK 5; AND LOTS 1 THROUGH 16, BLOCK 4, TARA ESTATES SUBDIVISION.**

6. APPROVAL OF CLAIMS IN THE AMOUNT OF \$735,214.38.
10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
 1. AWARD A CONTRACT TO YELLOW HOUSE MACHINERY COMPANY, ENID, OKLAHOMA, IN THE AMOUNT OF \$390,519.00, FOR THE LEASE OF A DOZER FOR THE ENID LANDFILL, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.
 2. AWARD AND EXECUTE THE PURCHASE OF TWO TRUCKS FOR THE PUBLIC UTILITIES DIVISION, IN THE AMOUNT OF \$54,337.30, FROM BOB HURLEY FORD, OKLAHOMA CITY, OKLAHOMA.
 3. APPROVE CHANGE ORDER NO. 1 WITH STOVER & ASSOCIATES, INC., STILLWATER, OKLAHOMA, TO INCLUDE ADDITIONAL SERVICES FOR GROUND MAINTENANCE.
 4. APPROVAL OF CLAIMS IN THE AMOUNT OF \$193,411.51.
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. APPROVAL OF CLAIMS IN THE AMOUNT OF \$16,500.00.
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: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE SPECIAL COMMISSION MEETING OF JULY 21, 2015.

BACKGROUND:

RECOMMENDATION

PRESENTER:

Attachments

Special Meeting 7-21-15 Minutes.

MINUTES OF SPECIAL 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 21ST 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 special 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 5:00 P.M. on the 21st day of July 2015, pursuant to notice given forty-eight (48) hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 20th 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, Wilson, Vanhooser and Mayor Shewey.

ABSENT: None.

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, Public Works Director Billy McBride, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, and Director of Marketing and Public Relations Steve Kime.

Commissioner Timm gave the Invocation, and Mr. Billy McBride led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Brownlee to approve the minutes of the regular Commission meeting of July 7, 2015, and the vote was as follows:

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

NAY: None.

Officer William Breeze introduced “Mia,” a two-year old female Daschund mix, available for adoption at the Enid Animal Shelter.

A Letter of Commendation was presented to Mr. Cody Lack, Golf Professional at Meadowlake Golf Course, commending him for his work ethic, helpful attitude, and for going the extra mile for his co-workers before and during the July 4th picnic for City of Enid employees at the Golf Course.

Mayor Shewey introduced Item 5.2, Consider Appointments To The Long Term Care Authority Of Enid.

Mr. Rick Billings, Executive Director of the Long Term Care Authority of Enid, spoke briefly regarding the Authority, and the services it provided to assist those persons with disabilities or who required long-term care in the State.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to appoint Mr. Charles Hoosier to fill an unexpired term on said Authority for three years, and to appoint Mr. James Crabbs, Ms. Patty Harkin, Ms. Janet Cordell, and Ms. Nicki Carlsten to said Authority for three-year terms, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Timm and seconded by Commissioner Wilson to re-appoint Mr. Douglas Griffith to the Sales Tax Oversight Committee, said term to expire March 1, 2018, and the vote was as follows:

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

NAY: None.

Ballots were taken as follows for an appointment to the Police Civil Service Commission:

Troy Cowley Commissioner Timm and Mayor Shewey

Ryan Jackson Commissioners Janzen, Brownlee, Ezzell, Wilson and Vanhooser

Mr. Ryan Jackson was appointed to the Police Civil Service Commission to fill an unexpired term to April 19, 2018.

Mayor Shewey left the meeting at this time.

Mayor Pro-Tem Aaron Brownlee introduced Item 8.1, Consider A Resolution Supporting The Nomination Of Mayor Bill Shewey To Serve On The Oklahoma Municipal League's Board Of Directors.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Ezzell to approve said resolution as presented, and the vote was as follows:

AYE: Commissioners Janzen, Ezzell, Timm, Wilson, Vanhooser and Mayor Pro-Tem Brownlee.

NAY: None.

(Copy Resolution)

Mayor Shewey returned and sat in for the remainder of the proceedings.

Motion was made by Commissioner Ezzell and seconded by Commissioner Vanhooser to approve a resolution amending the 2015-2016 Budget by appropriating additional funds in the amount of \$12,872,089.16 to increase 2015-2016 appropriated amounts for prior year encumbrances outstanding as of June 30, 2015, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

It was noted that Item 9.2, Approve Change Order No. 1 With Stover & Associates, Inc., Stillwater, Oklahoma, To Include Additional Services For Ground Maintenance, was removed from the agenda from consideration.

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

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

NAY: None.

- (1) Award of purchase of twelve police vehicles to Stevens Ford, Enid, Oklahoma, in the amount of \$401,398.44. It was noted that the purchase price of said vehicles was below the State contract price of \$403,932.00;
- (2) Acceptance of water line and sanitary sewer line improvement projects for Bobsfarm 8th Addition, Projects No. W-1503 and S-1501A, respectively;
- (3) Approval of Pipeline License Agreement with the Burlington Northern Santa Fe Railway Company (BNSF) to construct and maintain a water line crossing the BNSF's right-of-way located on 78th Street between East Market Avenue and East Rupe Avenue, Project No. S-1515A, at no cost to the City;
- (4) Approval of Collective Bargaining Agreement between the City of Enid and the Enid/Garfield County Fraternal Order of Police Lodge #144 for Fiscal Years 2015-2017;

- (5) Approval of Amendment to the Real Estate Purchase and Sale Agreement between the City of Enid, the Enid Economic Development Authority, and Hunt Properties, Inc., which will extend the Agreement to November 30, 2015;
- (6) Approval of Second Amendment to the Real Estate Purchase and Sale Agreement between the City of Enid, the Enid Economic Development Authority, and Hunt Properties, Inc., which will extend the review date of the Agreement to September 15, 2015;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: None.

Motion was made by Trustee Vanhooser and seconded by Trustee Ezzell to approve 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, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

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

ABSENT: None.

Motion was made by Trustee Vanhooser and seconded by Trustee Ezzell to approve an Amendment to the Real Estate Purchase and Sale Agreement between the City of Enid, the Enid Economic Development Authority, and Hunt Properties, Inc., which will extend the Agreement to November 30, 2015, and the vote was as follows:

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

NAY: None.

Motion was made by Trustee Vanhooser and seconded by Trustee Wilson to approve a Second Amendment to the Real Estate Purchase and Sale Agreement between the City of Enid, the Enid Economic Development Authority, and Hunt Properties, Inc., which will extend the review date of the Agreement to September 15, 2015;

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

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

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

NAY: None.

The meeting convened into Executive Session at 5:33P.M.

In Executive Discussion the Commission discussed economic development.

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, Timm, Wilson and Mayor Shewey.

NAY: None.

Commissioners Brownlee and Vanhooser absent from vote.

The meeting reconvened into special session at 6:55 P.M.

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, Timm, Wilson and Mayor Shewey.

NAY: None.

Commissioners Brownlee and Vanhooser absent from vote.

The meeting adjourned at 6:55 P.M.

City Commission Meeting

5. 2.

Meeting Date: 08/04/2015

SUBJECT:

QUARTERLY UPDATE FROM MIKE COOPER, VANCE DEVELOPMENT AUTHORITY CONSULTANT.

City Commission Meeting

6. 1.

Meeting Date: 08/04/2015

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONDUCT A HEARING REZONING PROPERTY LOCATED AT 602 WEST CHEROKEE AND 216 SOUTH MADISON DESCRIBED AS LOT 1, BLOCK 1, WEATHERLY'S 4TH ADDITION FOR KEN BRUMFIELD, FROM C-3 GENERAL COMMERCIAL DISTRICT TO R-4 RESIDENTIAL DUPLEX OR TWO FAMILY DWELLING DISTRICT.

BACKGROUND:

This is a companion item to 7.1.

This item concerns property located at 602 West Cherokee and 216 South Madison. The property is developed as residential with a duplex located at 216 South Madison and a single family residence located at 602 West Cherokee.

The zoning surrounding the property is C-3 across the alley to the north, C-3 to the west, R-7 Residential Multi-Family across Cherokee to the south and across Madison to the east.

The Metropolitan Area Planning Commission unanimously recommended approval at their July 20, 2015 regular meeting.

RECOMMENDATION

Conduct the hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Location Map Brumfield

216 S
Madison

Site

602 W
Cherokee

S Madison St



W Cherokee Ave



City Commission Meeting

7. 1.

Meeting Date: 08/04/2015

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER AN ORDINANCE TO REZONE PROPERTY LOCATED AT 602 WEST CHEROKEE AND 216 SOUTH MADISON DESCRIBED AS LOT 1, BLOCK 1, WEATHERLY'S 4TH ADDITION FOR KEN BRUMFIELD, FROM C-3 GENERAL COMMERCIAL DISTRICT TO R-4 RESIDENTIAL DUPLEX OR TWO FAMILY DWELLING DISTRICT.

BACKGROUND:

This is a companion item to 6.1.

RECOMMENDATION

Consider the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Ordinance Brumfield

ORDINANCE NO. _____

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.

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

Section I. That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by adding the following:

The zoning of;

Lot 1 Block 1 Weatherly's 4th Addition

is changed to R-4 Residential Duplex or Two-Family District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this 4th day of August, 2015.

William E. Shewey, Mayor

(Seal)

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2015

City Attorney

City Commission Meeting

7. 2.

Meeting Date: 08/04/2015

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER APPROVAL OF A FINAL PLAT FOR STONEBRIDGE DEVELOPMENT, LOTS 1 AND 2, BLOCK 2, LOCATED AT THE NORTHWEST CORNER OF CHESTNUT AND CLEVELAND FOR AC DEVELOPMENT LLC.

BACKGROUND:

This item involves the commercial section of the Stonebridge Development located at the northwest corner of Chestnut and Cleveland. This is the final plat for Lots 1 and 2, Block 2, Stonebridge Development. The lots have direct access to Chestnut. Public water and sewer are in place. The property is zoned C-2 Planned Business Center.

The Metropolitan Area Planning Commission unanimously recommended approval at their July 20, 2015 regular meeting.

RECOMMENDATION

Approve.

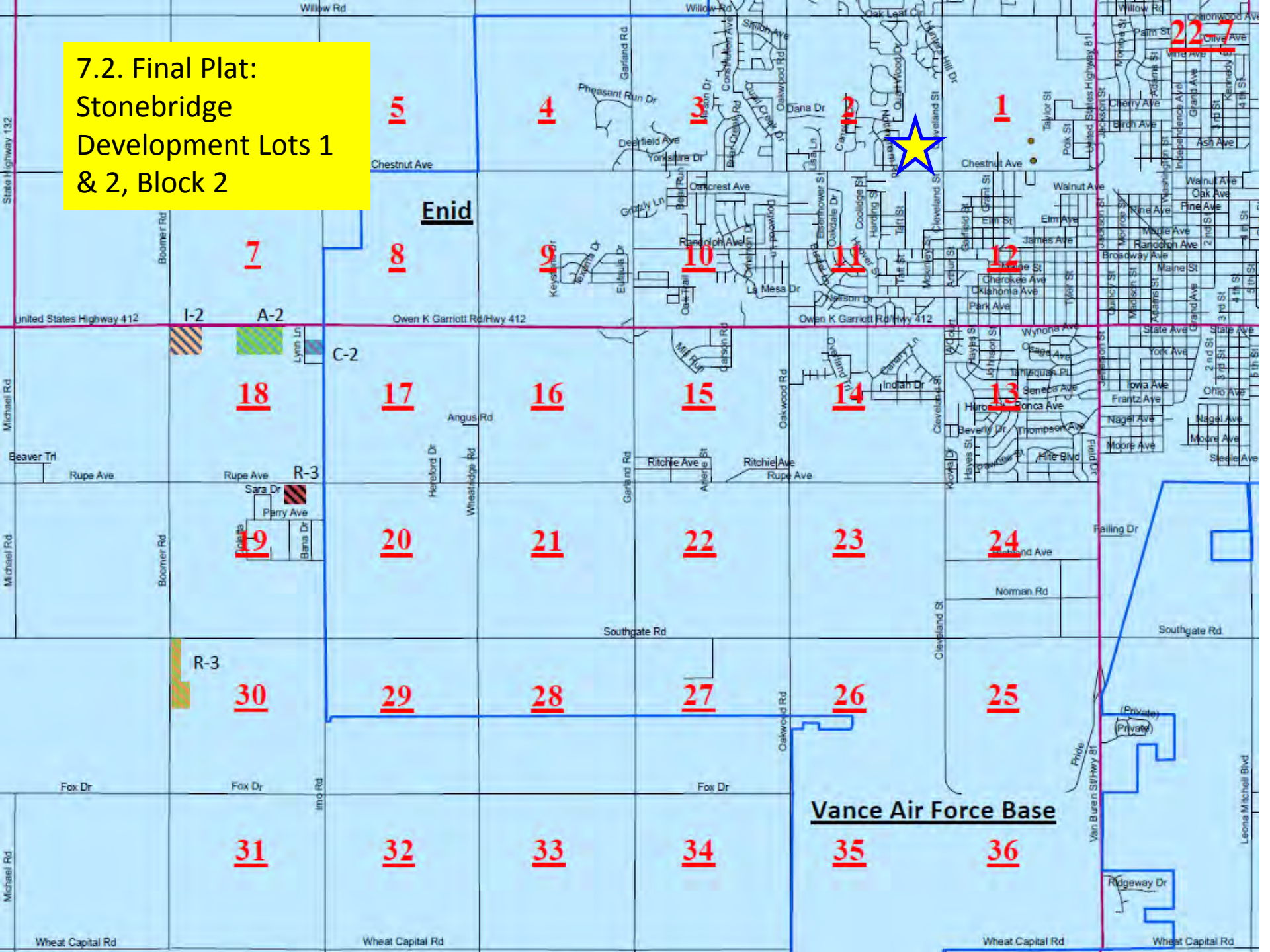
PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Stonebridge

7.2. Final Plat:
Stonebridge
Development Lots 1
& 2, Block 2





Dove

Stratford Dr

Coventry Rd

N Cleveland St

W Chestnut Ave

Stonebridge Lots
1 & 2 Block 2

N90° 00' 00" E 191.00'

S46° 25' 35" E 202.31'

Overhead Electric Lines
Approximate 40' to 110' to 150'

17" Wide Railroad
ONG at 315' up 311'

Platfile authorized by instrument 85 865 of 1968. Due to ambiguous information on Exhibit 'A' of this instrument, the location of the 20 foot easement could not be determined with any certainty. Therefore it is not shown hereon. It is not clear if this platfile is correlated with the said easement throughout its entirety.

Oil Well Site

LOT 1, BLOCK 6
1.715 Acres

LOT 1, BLOCK 5
2.373 Acres

STOWING COMMERCIAL DEVELOPMENT
13.9 ACRES - ZONED C-2
SECTION 2, TOWNSHIP 22 NORTH, RANGE 7 WEST,
PULASKI MERIDIAN, ENID, GARFIELD COUNTY

LOT 1, BLOCK 1
5.991 Acres

LOT 1, BLOCK 4
1.573 Acres

LOT 1, BLOCK 3
1.513 Acres

LOT 1, BLOCK 2
1.335 Acres

N00° 00' 00" E 788.20'

N00° 32' 58" E 681.60'

NORTH CLEVELAND STREET
(1300 N. Cleveland road)

N89° 50' 07" W 637.11'

N89° 50' 07" W 275.01'

S00° 32' 58" E 17.00'

N89° 50' 07" W 979.62'

WEST CHESTNUT AVENUE
(2600 W. Chestnut Avenue)

S00° 32' 58" E 216.36'

67.0' R.O.W.

50.0' R.O.P.

50.0' R.O.P.

City of Enid

City of Enid

City of Enid

City of Enid

City of Enid

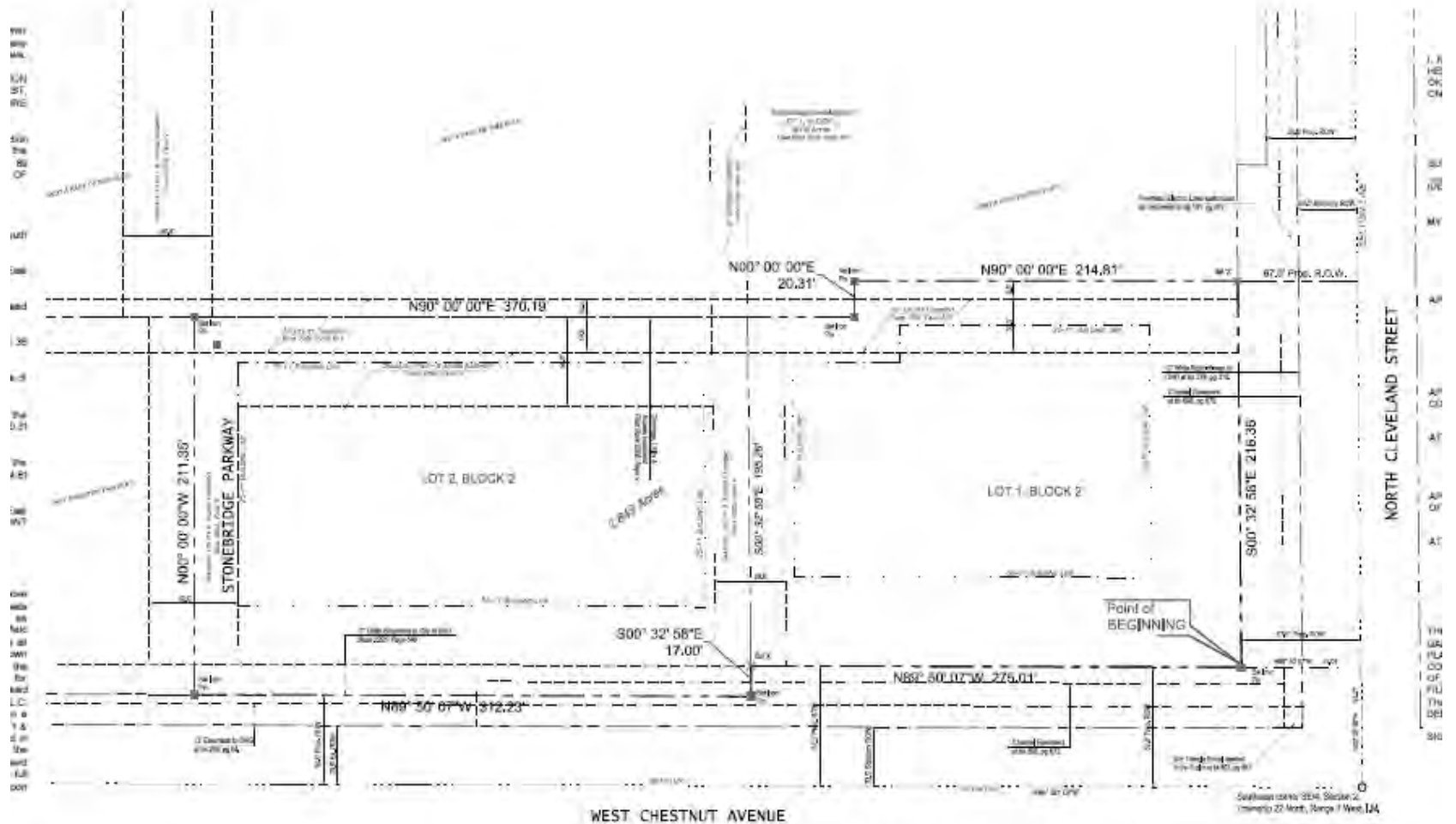
City of Enid

FINAL PLAT PLAN

STONEBRIDGE DEVELOPMENT, LOTS 1 & 2, BLOCK 2,

is shown and noted herein by specific recording down for reference purposes only and are not of this plat, unless otherwise noted.

PART OF THE SOUTHEAST QUARTER, SECTION 2,
TOWNSHIP 22 NORTH, RANGE 7 WEST, INDIAN MERIDIAN,
ENID, GARFIELD COUNTY, OKLAHOMA.



City Commission Meeting

9. 1.

Meeting Date: 08/04/2015

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF THREE TRUCKS FOR THE PUBLIC WORKS DIVISION, IN THE AMOUNT OF \$109,439.93, FROM BOB HURLEY FORD, OKLAHOMA CITY, OKLAHOMA.

BACKGROUND:

Two work trucks in the Public Utilities Division were identified in the budget process as being in need of replacement. The trucks being replaced are ten or more years old and exceed 150,000 miles. The Oklahoma State Purchasing Contract SW035 with Bob Hurley Ford LLC, provided the following quotes.

F350 60" CA Extended Cab & Chassis 4X4 with Flatbed	\$35,156.54
F350 84" CA Regular Cab & Chassis 4X4 with Flatbed & Scissor Conversion Hoist	\$37,078.86
F350 60" CA Regular Cab & Chassis 4X4 with Omaha Service Body Chassis	\$37,204.53
Total	\$109,439.93

RECOMMENDATION

Award purchase to Bob Hurley Ford in the amount of \$109,439.93.

PRESENTER:

Billy McBride, Public Works Director.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$109,439.93

Funding Source:

General Fund Capital Replacement Department.

Attachments

Public Works



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000232739
BOB HURLEY FORD LLC
745 W 51ST ST
TULSA OK 74107-8353

Table with contract details: Contract ID (000000000000000000000000003865), Contract Dates (09/01/2014 to 08/31/2015), Currency (USD), Rate Type (CRRNT), Rate Date (PO Date), Description (From Req ID - 0900003889), Contract Maximum (0.00), TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Main line items table with columns: Line #, Cat CD / Item ID / Item Desc, Minimum Order Qty, Amt, Maximum / Open Qty, Amt. Contains 14 line items for various Ford vehicles (F150, Transit, Fusion, Explorer) with their respective quantities and prices.

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000232739
BOB HURLEY FORD LLC
745 W 51ST ST
TULSA OK 74107-8353

Table with contract details: Contract ID, Page, Contract Dates, Currency, Rate Type, Rate Date, Description, Contract Maximum, and TYPE: STATEWIDE.

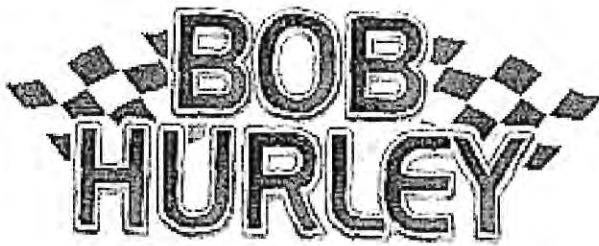
Tax Exempt? Y Tax Exempt ID: 736017987

Main line items table with columns: Line #, Cat CD / Item ID / Item Desc, Minimum Order Qty, Amt, Maximum / Open Qty, Amt. Includes items 20 through 25 with descriptions like TRUCK and CAR.

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



copcars@bobhurleyford.com



7-23-15
GMC

Government Sales

405-239-2700 877-239-2707 fax: 405-239-2705

VEHICLE #1: ONE TON EXT CAB & CHASSIS

BASE PRICE: \$25,771.00

4x4 3,150.00

AM/FM/CD 235.00

SYNC 277.30

STEERING WHEEL CTRLS 65.80

FORD INTEGRATED BRAKE CONTROL 253.80

TOTAL VEHICLE PRICE: \$29,752.90

EQUIPMENT PRICE 5403.64

(DETAIL ON NEXT PAGE) \$35,156.54 TOTAL

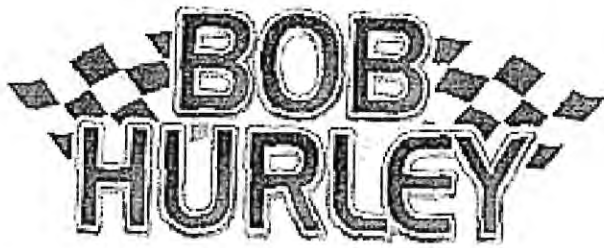
VEHICLE #1

MSRP: \$5748.55

SELL: \$5403.64

QUANTITY	PART NUMBER	DESCRIPTION
1 EA		F350 60" CA
1 EA	PB-CP10X96	FURNISH AND INSTALL P10X96 CADET PLATFORM -1/8" Tread Plate Floor -5" Structural Channel Long Sills on 8" — 12" -3" Structural Channel CM On 18" Centers -5" Structural Channel Perimeter -7 Rod & 2 Anchor L.E.D Clearance Lights w/Weatherproof Wiring Harness -Paint: Black Polyurethane -All Weather Under-Coating FOB OKC
1 EA	PB-3H-42	FURNISH AND INSTALL CADET BULKHEAD W/ FULL WINDOW HEIGHT: 40"
1 EA	PB-SC-C10X96	FURNISH AND INSTALL CADET STAKE SIDES 10X96 -Three Sides — Driver, Passenger and Rear -40" High w/4) — 5 1/2" Slats -Slats are 19 Ga -Posts are 14 Ga -Equipped with a Spring Latch to Secure Their Position -Side Bolt Connectors
1 EA	PB-RHS	BUILD & INSTALL CLASS 5 RECEIVER HITCH PAINT WELDS BLACK 15,000 # GROSS TRLR WEIGHT 2EA - 5/8" D-RINGS

OPTION: CROSSMEMBERS 4" ON 12" CENTERS
 ADD \$250



copcars@bobhurleyford.com

7-23-15



Government Sales

405-239-2700 877-239-2707 fax: 405-239-2705

VEHICLE #2 : ONE TON REGULAR CAB & CHASSIS

BASE PRICE : \$24,280.00

84" CA : 167.00

4x4 : 2573.00

AM/FM/CD : 235.00

SYNC : 277.30

STEERING WHEEL CONTROLS : 65.80

FORD INTEGRATED BRAKE CONTROL : 283.80

\$27,851.90

9226.96

\$37,078.86 TOTAL

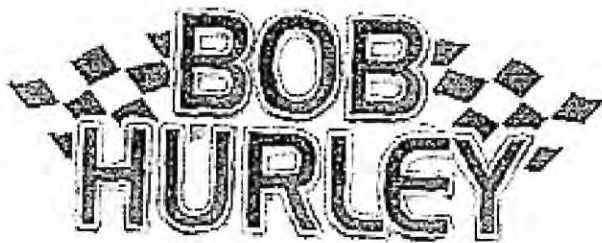
EQUIPMENT PRICE
(DETAIL ON NEXT PAGE)

VEHICLE #2

MSRP: \$9815.91
 Sell: \$9,226.96

QUANTITY	PART NUMBER	DESCRIPTION
1 EA	F350 84" CA	
1 EA	PB-CP12X96	FURNISH AND INSTALL P12X96 CADET PLATFORM -1/8" Tread Plate Floor -5" Structural Channel Long Sills on 8" — 12" -3" Structural Channel CM On 18" Centers -5" Structural Channel Perimeter -7 Red & 2 Amber L.E.D Clearance Lights w/Weatherproof Wiring Harness -Paint: Black Polyurethane -All Weather Under-Coating FOB OXC
1 EA	PB-SH-42	FURNISH AND INSTALL CADET BULKHEAD W/ FULL WINDOW HEIGHT: 40 MATERIAL 10 GA.
1 EA	PB-CP-CM4X12 8-10	CROSSMEMBERS 4" ON 12" CENTERS 8" TO 10" BEDS FACTORY INSTALLED
1 EA	CH-S15DE	OMAHA STANDARD SCISSOR CONVERSION HOIST TAPERED DROP HINGE MOUNTING HEIGHT 6 1/4" DOUBLE ACTING ELECTRIC PUMP, 3250 PSI, MONARCH M-3551 ONE 5" X 15 1/2" DOUBLE ACTING CYLINDER APPROX. WEIGHT 435 LBX. FOR BODY LENGTH 8' TO 14' ALL HOSES, AND FITTINGS INSTALLED FOB OKLAHOMA CITY
1 EA	PB-CR-C12X6X96	6" CADET CONTRACTOR SIDES, 12X96 10 GA SIDES AND TAILGATE NO HEADBOARD OPTIONAL PAINT BLACK INSTALLED

OPTION: KINKED GATE IN LIEU OF LIFT-OUT
 ADD \$600



copcars@bobhurleyford.com

7-23-15



Government Sales

405-239-2700 877-239-2707 fax: 405-239-2705

VEHICLE # 3: ONE TON REGULAR CAB & CHASSIS

BASE PRICE : \$ 24,280.00

4X4 : 2,573.00

AM/FM/CD : 235.00

SYNC : 277.30

STEERING WHEEL CONTROLS : 65.80

FORD INTEGRATED BRAKE CONTROL : 253.80

\$27,684.90

EQUIPMENT PRICE : 9,519.63

\$37,204.53 TOTAL

VEHICLE #3

QUANTITY	PART NUMBER	DESCRIPTION
1 EA	SB-108054V.H.VH	<p>OMAHA STANDARD MODEL 108 SERVICE BODY F350 60" CA</p> <p>MODEL 108054H OMAHA STANDARD SERVICE BODY FULL SIZE DUAL WHEEL 90" CA DUAL WHEEL CHASSIS BODY LENGTH 106"; HEIGHT 40"; FLOOR WIDTH 54 1/2"; DEPTH 20" OVERALL WIDTH 95 3/4" APPROX WEIGHT 1217 LBS AUTOMATIC DOOR SEALS IN ALL COMPARTMENTS FOUR TRAY FOR FRONT VERTICAL COMPARTMENTS Standard tray package includes 2 trays in each front compartment, 1 tray in each intermediate compartment (when applicable), 1 tray in each horizontal compartment, and 1 tray in each rear compartment CABLE SUPPORTS ON CURBSIDE AND STREETSIDE HORIZONTAL DOOR SPRING LOADED OVER CENTER DOOR RETAINERS ON ALL FULL SIZED VERTICAL DOORS TAILGATE, LATCHES ON ALL DOORS 20 TRAY DIVIDERS BUMPER LIGHTS INSTALLED FOR OKLAHOMA CITY</p>

MSRP: \$ 10,127.27

SELL: \$ 9,519.63

City Commission Meeting

9. 2.

Meeting Date: 08/04/2015

Submitted By: Linda Parks, City Clerk

SUBJECT:

CONSIDER CONTRACT AWARDS FOR MOWING AND CLEANING THE CITY OF ENID'S RIGHT-OF-WAYS FOR FISCAL YEAR 2015-2016.

BACKGROUND:

Bids were opened on July 22, 2015 for mowing and cleaning the City of Enid's approaches to the entrances of Enid. The entrances included:

- Unit 1 - South Van Buren: Southgate Road south to the city limits;
- Unit 2 - West Garriott Road - Garland west to Imo Road;
- Unit 3 - East Garriott Road - 30th Street to 78th Street;
- Unit 4 - North Van Buren - Purdue Avenue to Carrier Road;
- Unit 5 - Southgate Road - Van Buren to Cleveland Street.

Bids were submitted as follows, based on cost per unit per mowing:

	ADVANCE SERVICES	CLM MOWING	JANTZ MOWING	PATTERSON MOWING	RAY'S MOWING SERVICE
UNIT 1	\$2,500.00	No Bid	No Bid	\$1,750.00	No Bid
UNIT 2	\$1,900.00	\$1,425.00	No Bid	\$1,680.00	No Bid
UNIT 3	\$3,800.00	No Bid	\$3,890.00	No Bid	No Bid
UNIT 4	\$2,000.00	No Bid	\$1,890.00	No Bid	No Bid
UNIT 5	\$1,100.00	\$750.00	No Bid	\$770.00	No Bid

It is staff's recommendation to award contracts to the lowest, responsive bidders as follows:

- Unit 1 - Patterson Mowng - \$1,750.00;
- Unit 2 - CLM Mowing - \$1,425.00;
- Unit 3 - Advance Services - \$3,800.00;
- Unit 4 - Jantz Mowing - \$1,890.00;
- Unit 5 - CLM Mowing - \$1,100.00.

RECOMMENDATION

Award contracts for mowing and cleaning the City of Enid's rights-of-way to Patterson Mowing, CLM Mowing, Advance Services, and Jantz Mowing.

PRESENTER:

Billy McBride, Director of Public Works.

Attachments

Canvass

Canvas of Bids

Contract Mowing

<u>Advance Services</u>	<u>CLM Mowing</u>	<u>Jantz Mowing</u>	<u>Patterson Mowing</u>
Unit #1 \$2,500	Unit #1 No Bid	Unit #1 No Bid	Unit #1 \$1,750
Unit #2 \$1,900	Unit #2 \$1,425	Unit #2 No Bid	Unit #2 \$1,680
Unit #3 \$3,800	Unit #3 \$No Bid	Unit #3 \$3,890	Unit #3 No Bid
Unit #4 \$2,000	Unit #4 \$No Bid	Unit #4 \$1,890	Unit #4 No Bid
Unit #5 \$1,100	Unit #5 \$750.00	Unit #5 No Bid	Unit #5 \$770.00

Ray's Mowing Service

- Unit #1 No Bid
- Unit #2 No Bid
- Unit #3 No Bid
- Unit #4 No Bid
- Unit #5 No Bid

Lowest bidder for unit #1-Patterson Mowing \$1,750	<u>South Van Buren, 81 Hwy/Southgate Road</u>
Lowest bidder for unit #2-CLM Mowing \$1,425	<u>West Owen K. Garriott Hwy 412</u>
Lowest Bidder for unit #3-Advance Services \$3,800	<u>East Owen K. Garriott Hwy 412</u>
Lowest Bidder for unit #4-Jantz Mowing \$1,890	<u>North Van Buren Hwy 81</u>
Lowest Bidder for unit #5-CLM Mowing \$750.00	<u>Southgate Road from Van Buren to Cleveland</u>

City Commission Meeting

9. 3.

Meeting Date: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

CONSIDER ESTABLISHING A NO PARKING ZONE ON BOTH SIDES OF SOUTH HOOVER TO ASSIST IN PROVIDING EMERGENCY EGRESS FROM THE NEW ENID FIRE DEPARTMENT STATION 4.

BACKGROUND:

Construction and relocation of Enid Fire Station 4 is progressing, with a tentative completion date of August 21, 2015.

A no parking zone is being requested to help ensure egress from the new station during emergency response. This no parking zone is described as an area 200 feet both north and south of the emergency signal traffic light. This traffic light is located on the centerline of the station's north driveway.

The Traffic Control, Engineering, and Police departments have reviewed the request and support the recommendation for approval.

The Metropolitan Area Planning Commission approved the recommendation at its meeting on July 20, 2015.

RECOMMENDATION

Approve a no parking zone on both sides of South Hoover, 200 feet north and 200 feet south of the emergency signal traffic light located in front of the new station.

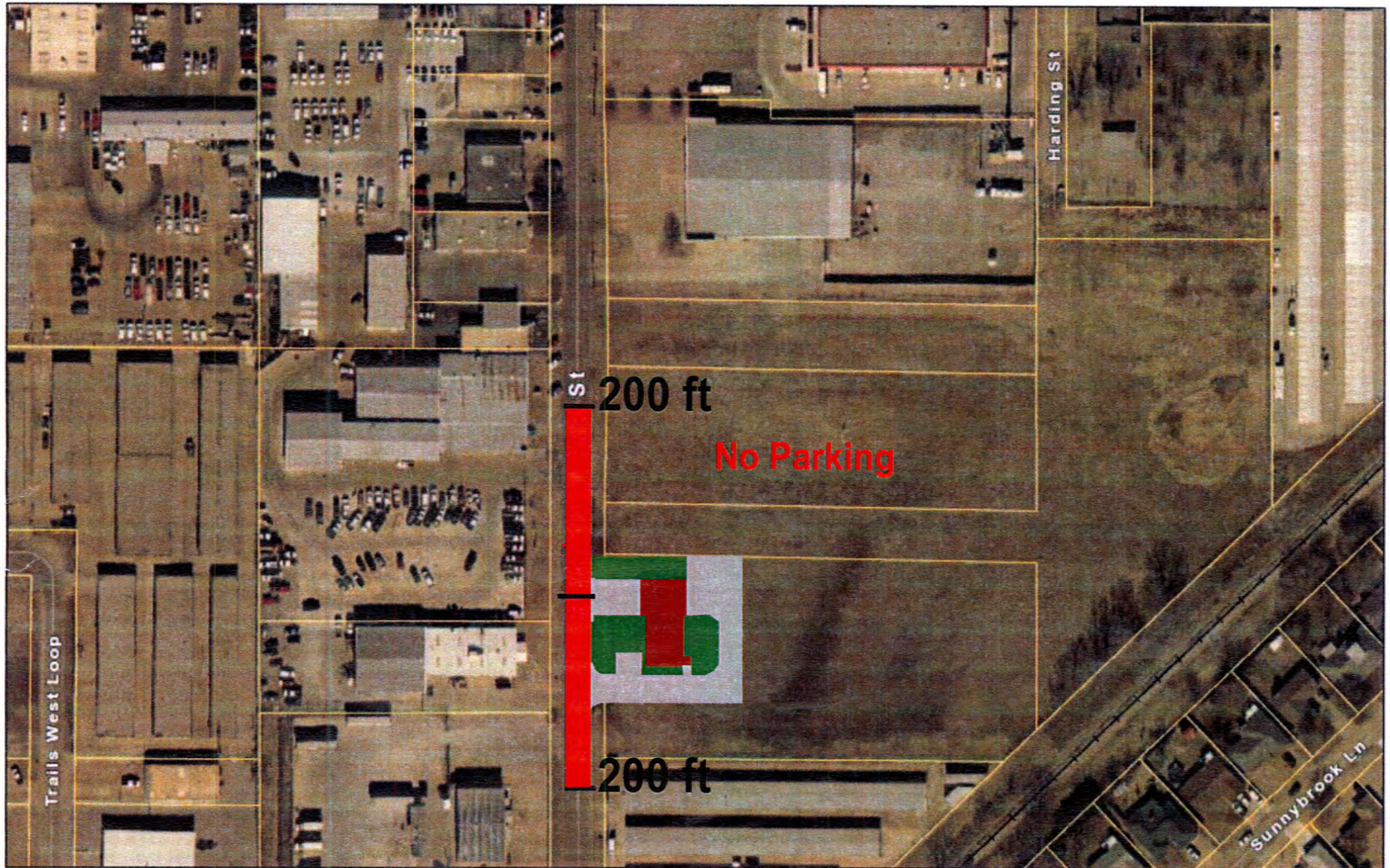
PRESENTER:

Robert Hitt, City Engineer.

Attachments

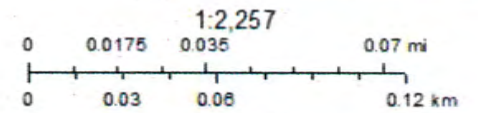
Location Map.

New Station 4



June 22, 2015

- Parcels
- City Limit Boundary
- Highways**
 - State Highways
 - Streets
 - US Highways
 - Railroads



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

City Commission Meeting

9. 4.

Meeting Date: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3722.

BACKGROUND:

The City Manager and his selected team began negotiating with the IAFF Union in April, 2015. After months of negotiating, the parties have finalized a one-year collective bargaining agreement which is retroactive to July 1, 2015, and is effective through June 30, 2016.

RECOMMENDATION

Approve and execute Agreement.

PRESENTER:

Andrea L. Chism, City Attorney.

Attachments

Agreement.

**FISCAL YEARS 2015-2016
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 3722**

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

TERM OF AGREEMENT

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

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

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

ARTICLE 4

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 5

PREVAILING RIGHTS

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

ARTICLE 6

HOURS OF WORK

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

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

Section 3. Trading Shifts

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

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

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

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

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

ARTICLE 7

AVERAGE DUTY DAY FOR SHIFT PERSONNEL

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

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

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

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

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

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

ARTICLE 8

SENIORITY

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

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

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

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

ARTICLE 9

GRIEVANCE PROCEDURE

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

Section 2.

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

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

Section 3.

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

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

Section 4.

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

Section 5.

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

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

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

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

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

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

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

ARTICLE 10

DRUG AND ALCOHOL TESTING

Section 1. Purpose of Article.

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

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

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

B. Definitions.

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

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

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

A. Alcohol.

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

B. Drugs.

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

Section 3. Testing Circumstances.

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

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

Section 4. Reasonable Suspicion Testing.

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

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

Section 5. Post-Accident Testing.

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

Section 6. Random Testing

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

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

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

Section 7. Post-Rehabilitation Testing.

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

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

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

Section 9. Testing Levels for Drugs.

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

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

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

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

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

Section 10. Testing Levels for Alcohol.

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

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

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

Section 11. Drug or Alcohol Testing Methods and Documentation

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

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

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

EMPLOYEE AND APPLICANT RIGHTS

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

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

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

Employee's Printed Name

Employee's Signature

Date

CONSENT AND RELEASE

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

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

OR

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

Employee's Printed Name

Employee's Signature

Date

Section 12. Confidentiality of testing results and records.

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

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

Section 13. Costs.

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

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

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

Section 15. Testing Procedure.

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

Section 16. Policy Posting procedures.

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

Section 17. Disciplinary Action.

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

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

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

Section 19. Appeal Procedures, and Remedies.

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

Section 20. Consent.

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

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

ARTICLE 11

PERFORMANCE FILES & PERSONNEL MANUAL

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

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

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

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

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

ARTICLE 12

LEAVES

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

<u>Years of Service</u>	<u>Shift Personnel</u>	<u>Staff Personnel</u>
1-4	7 shifts	13 days
5-9	8 shifts	15 days

10-14	9 shifts	18 days
15-19	11 shifts	22 days
20 or more	12 shifts	24 days

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

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

Section 3. Sick Leave.

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

- G. Upon the retirement of any member of the bargaining unit after twenty (20) or more years of continuous service, or disability retirement in the line of duty, the City agrees to buy back up to ninety (90) days of a unit member's accrued and unused sick leave at Fifty Dollars (\$50.00) per day.
- H. The Fire Chief may require a release to return to work from a medical doctor before an employee may return to work after being off due to serious illness or injury.
- I. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall deliver a copy to the person involved. The Fire Chief may require a written statement from the treating health care provider before approving sick leave with pay of more than seventy-two (72) consecutive hours per occurrence.
- J. Bargaining unit members must use all available paid leave (sick leave and vacation leave) before the member is eligible to take leave without pay for sick leave purposes. Leave without pay for sick leave purposes must be approved by the Fire Chief.

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

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

circumstances which may prevent an employee from normal attendance. Emergency personal leave of sixteen (16) hours for staff personnel shall also be allowed at the discretion of the Fire Chief or his designee for other extenuating circumstances which may prevent an employee from normal attendance. Emergency personal leave must be used within the fiscal year and may not be carried over to the next fiscal year.

- D. The amount of leave to be granted will be determined by the Fire Chief, taking into consideration the facts in each case. It shall not be automatic.

Section 5. Attendance Incentive Program.

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

ARTICLE 13

RETURN TO WORK/FITNESS FOR DUTY

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

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

ARTICLE 14

BULLETIN BOARDS

Section 1. The City agrees to provide reasonable space in the main fire station and each substation, not to interfere with the normal operations of the Fire Department, for a bulletin board for the posting of notices limited to Union business, notice of meetings, seminars, workshops, legislative updates, safety bulletins and other like Union information. The existing bulletin boards are agreed to by both parties as to the size, type and location. The Union agrees that it is responsible for the cost of such bulletin boards. Should the Union wish to change any bulletin board, it is agreed that the City has the right to approve the size, type and location of each bulletin board for the

main fire station and each substation. No more than one Union bulletin board may be put up in each station.

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

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

ARTICLE 15

REDUCTIONS IN FORCE

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

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

ARTICLE 16

UNION OR FIRE SERVICE BUSINESS

Section 1. Union Business.

- A. The Union is granted up to two hundred and forty (240) hours off per fiscal year with pay for the purpose of conducting Union business. Such leave for Union business shall be limited to attending PFFO conventions, seminars or workshops, IAFF conventions, seminars or workshops, AFL-CIO conventions, seminars or workshops, preparation of grievances, preparation for negotiations, and preparation for and participation in arbitrations. The specific Union members who shall be allowed to take said time off with pay is to be determined by the Union President.

- B. Written request for Union business leave shall be forwarded to the Fire Chief at least three (3) days in advance for his approval. The Fire Chief may disapprove leave for Union business if such leave would adversely affect the operations of the Department.

- C. Leave for Union business shall be considered as hours worked for FLSA purposes as long as the leave coincides with the members regularly scheduled work hours.

- D. The members of the Union's negotiating team, not to exceed four (4), shall be allowed time while already on duty, subject to call, to attend negotiating sessions which shall be set by the City and the Union for the purposes of collective bargaining.

Section 2. Fire Service Business

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

ARTICLE 17

CERTIFIED WORKPLACE MEDICAL PLAN

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

ARTICLE 18

INTERNET USE

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

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

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

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

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

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

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

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

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

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

ARTICLE 19

UNIFORMS

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

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

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

Section 4. For newly hired employees only, the City will pay a new hire \$300.00 for the purchase of their uniforms. This payment will be made in the first paycheck the newly hired employees receive. The parties agree that this initial payment shall be deducted from the newly

hired employee's pay at a rate of twenty-five dollars (\$25.00) per month, (\$12.50 bi-weekly) for the newly-hired employee's first 12 months of employment.

ARTICLE 20

PERSONAL PROPERTY

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

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

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

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

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

ARTICLE 21

PAYROLL DEDUCTIONS

Section 1.

A. The City agrees to deduct regular monthly Union dues from earned wages of those employees who are in the Union. The deduction shall be made bi-weekly from each interested employee's paycheck in a uniform amount certified to be current by the treasurer of the Union. A check for the total deductions will be picked up by the treasurer or president of the Union and

signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated monthly dues deduction be made. The City will retain the original authorization card, and make a copy for the Union. The payroll deduction shall be revocable by the employee notifying the City in writing. The Union shall be notified of any revocation.

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

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

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

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

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

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

ARTICLE 22

REGULAR AND SPECIAL MEETINGS

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

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

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

ARTICLE 23

PROMOTIONS

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

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

Bibliographies will be posted thirty days prior to any examination.

Section 3. The parties agree that they will form an advisory committee regarding promotions. The committee will consist of two (2) individuals appointed by the City and two (2) by the Union. The committee will meet quarterly. The committee may discuss any aspect of the promotional process, and develop suggestions as to the promotional process. Any suggestions by the committee may be forwarded to the Fire Civil Service Commission (FCSC) for consideration. The

committee's suggestions are not binding on the FCSC, and the FCSC retains the right to determine all aspects of the promotional process in the Fire Department.

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

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

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

Section 6. Transfers to the Line.

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

B. An employee who transfers from a specialty officer or staff position to a new line of command position, who served in that specialty officer or staff position less than three (3) years, should have his pay adjusted in a two (2) step process. First, the procedure outlined in subparagraph A of this Section should be used, and then the formula found in Section 4 of this article should be applied to determine the promotional increase and the proper step the employee should be in.

Section 7. Promotions to the Line.

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

ARTICLE 24

MANAGEMENT – UNION COMMITTEE

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

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

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

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

ARTICLE 25

JOB ASSIGNMENTS

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

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

ARTICLE 26

UNION MEAL PROGRAM

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

ARTICLE 27

PROHIBITION OF STRIKES

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

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

ARTICLE 28

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

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

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

ARTICLE 29

TRAINING

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

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

- A. The notice will be posted on the bulletin board at station 1, and a copy will be placed in all substation out baskets. The notice shall state how many employees the Fire Chief has determined may attend the training. Notice will be posted for a minimum of five working days at each station. The Training Officer will also send an e-mail message on group e-mail regarding such training. (The only exception being a direct request to the Training Officer by the employee.)

- B. Employees in the job classifications designated by the Fire Chief may sign up for the training on the notice at Station 1. Only the employee interested in attending the training may sign his name to the notice.
- C. The most senior employees who sign up for the training slots will be sent to the training, unless they have already received such training within the last two years.

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

ARTICLE 30

DINING OUT

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

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

ARTICLE 31

INCENTIVE PAYS

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

- A. Any unit member who provides the Fire Chief proof of his certification as Emergency Medical Technician (EMT) will receive \$100.00 per month incentive pay.
- B. Any unit member who provides the Fire Chief proof of his certification as Hazardous Materials Technician (Haz Mat Tech) will receive one hundred dollars (\$100.00) per month incentive pay.

- C. Any unit member who provides the Fire Chief proof of his certification as an EMT Instructor I or II, by July 1 of the fiscal year, will receive incentive pay. Unit members certified as EMT Instructor I will receive one hundred and twenty-five dollars (\$125.00) per month incentive pay. Unit members certified EMT Instructor II will receive one hundred and fifty dollars (\$150.00) per month incentive pay. All EMT Instructors will be required to teach training classes in the Fire Department to receive EMT Instructor pay.
- D. Any unit member who is a Specialty Officer in the mechanics division may receive EVT incentive pay of one hundred dollars (\$100.00) per month for EVT I upon certification as an EVT I and upon certification as an EVT II they may receive an additional one hundred dollars (\$100.00) a month incentive pay. Assistant Mechanics that are promoted to their position after July 1, 2006 must be certified within three (3) years of their appointment to the level of EVT I to remain in their position. Master Mechanics that are promoted to their position after July 1, 2006 must be certified within three (3) years of their appointment to the level of EVT II to remain in their position. EVT I certification shall include ASE T-4, T-5, T-8 exams and EVT F-2 exams. EVT II certification shall include ASE T-2, T-3, T-6 and EVT F-3 and F-4 exams.
- E. Any unit member who provides the Fire Chief proof of his certification as a car seat installation technician will receive fifty dollars (\$50.00) per month as incentive pay.

Section 2. Inspector Incentive Pay.

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

Section 3. Working Out of Classification Incentive Pay.

- A. Twenty seven (27) members of the bargaining unit may elect to work out of their regular classification for the term of this agreement. As specified in this article, these unit members may receive working out of classification assignment pay of fifty dollars (\$50.00) per month. The unit members must agree to work out of class for the whole fiscal year to receive the incentive pay.

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

ARTICLE 32

INSURANCE

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

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

Plan A

\$34.97 Employee Only
\$39.79 + Spouse
\$24.40 + Child(ren)
\$49.48 + Family

Plan B

\$40.54 Employee Only
\$44.74 + Spouse
\$26.41 + Child(ren)
\$78.85 + Family

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

\$5.35 Employee Only

\$15.68 Employee/Family

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

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

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

ARTICLE 33

COMPENSATION

Section 1. The Fire Department Pay Plan is attached as Appendix "A," and is effective from July 1, 2015 through June 30, 2016. A one thousand five hundred dollar (\$1,500.00) bonus shall be paid to all members that were in step eleven (11) on July 1, 2015. A five hundred dollar (\$500.00) bonus shall be paid to all members that were in steps two (2) through ten (10) on July 1, 2015. These bonuses shall be paid in two payments; the first half being paid on the first paycheck in August and the second half being paid on the first paycheck in November. The Fire Department shall be compensated for eleven (11) holidays.

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

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

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

ARTICLE 34

PHYSICAL FITNESS

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

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

ARTICLE 35

COMPENSATORY TIME

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

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

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

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

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

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

ARTICLE 36

TUITION SCHOLARSHIPS

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

ARTICLE 37

SUCCESSORS AND ASSIGNS

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

ARTICLE 38

WAIVER CLAUSE

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

ARTICLE 39

SAVINGS CLAUSE

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

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

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

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

ARTICLE 40

COPIES OF AGREEMENT

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

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

Date: _____

The City of Enid, Oklahoma,

an Oklahoma Municipal Corporation

William E. Shewey, Mayor

ATTEST:

(SEAL)

Linda Parks, City Clerk

Date: _____

The International Association of Fire
Fighters Local 3722

Signature

Printed Name

Title

ATTEST:

Lodge Secretary

APPENDIX "A"

FIRE DEPARTMENT PAY PLAN

APPENDIX "B"

LONGEVITY PAY

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

City Commission Meeting

9. 5.

Meeting Date: 08/04/2015

Submitted By: Chris Gdanski, Director of Engineering Services

SUBJECT:

ACCEPT PUBLIC ACCESS EASEMENTS FROM MILESTONE BUILDERS, LLC, FOR LOTS 1 THROUGH 12, BLOCK 6; LOTS 1 THROUGH 3, BLOCK 5; AND LOTS 1 THROUGH 16, BLOCK 4, TARA ESTATES SUBDIVISION.

BACKGROUND:

These public access easements are needed to allow the construction of the required sidewalks within the Tara Estates Subdivision.

RECOMMENDATION

Accept the public access easements.

PRESENTER:

Christopher Gdanski, Director of Engineering.

Attachments

Easements.

PLEASE RETURN TO:
CITY OF ENID
CITY CLERK'S OFFICE
P.O. BOX 1768
ENID, OK 73702

PUBLIC ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Milestone Builders, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Grantor," in consideration of the sum of One Dollar and Zero Cents (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant and convey unto the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, for the use and benefit of the public, a public access easement, over, across and through the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

The Westerly Three feet (3') of Lots One (1) and Two (2), Block Five (5), Tara Estates addition to the City of Enid, Oklahoma, according to the recorded plat thereof. Said Three feet wide strip being immediately adjacent to the Plantation Drive right-of-way.

with right of ingress and egress to and from same for the purpose of public access and installing, erecting, constructing, operating, maintaining, reconstructing and replacing public improvements and appurtenances thereon and thereunder.

Grantor covenants and agrees that no building or other structure shall be erected over, nor shall any excavation or other removal of soil so as to change the grade of the terrain be accomplished with the above described easement areas without the Grantee's prior written consent. The Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out Grantee's purpose as set out herein. There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee, may interfere with the exercise of the rights granted herein.

TO HAVE AND TO HOLD such easement and right of way unto the City of Enid, Oklahoma, and its successors and assigns, forever.

Signed and delivered this 31 day of July, 2015.


Lance Windel, Manager


ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Carter)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of July, 2015, personally appeared Lance Windel, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its manager, and acknowledged to me that he executed the same as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Mary Crawley
Notary Public
Carter County
State of Oklahoma
Commission# 11004711


Notary Public

My Commission Number: 11004711

My Commission Expires: 5/23/2019

ACCEPTANCE BY THE CITY OF ENID

The foregoing Public Access Easement and Right of Way is hereby accepted by the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, on this ____ day of _____, 2015.

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda S. Parks, Secretary

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The Westerly Three feet (3') and the Southern Three Feet (3') of Lot Three (3), Block Five (5), Tara Estates addition to the City of Enid, Oklahoma, according to the recorded plat thereof. Said Three feet wide strip being immediately adjacent to the Plantation Drive and Rhett Lane right-of-ways.

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The Westerly Three feet (3') of Lots Two (2) through Twelve (12), Block Six (6), Tara Estates addition to the City of Enid, Oklahoma, according to the recorded plat thereof. Said Three feet wide strip being immediately adjacent to the Plantation Drive right-of-way.

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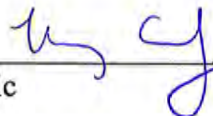
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The Easterly Three feet (3') of Lots One (1) through Sixteen (16), Block Four (4), Tara Estates addition to the City of Enid, Oklahoma, according to the recorded plat thereof. Said Three feet wide strip being immediately adjacent to the Plantation Drive right-of-way.

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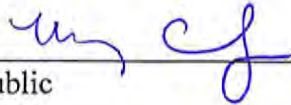
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William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda S. Parks, Secretary

City Commission Meeting

9. 6.

Meeting Date: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$735,214.38.

BACKGROUND:

RECOMMENDATION

PRESENTER:

Attachments

CLAIMSLIST.

JP MORGAN CLAIMSLIST.

PURCHASE ORDER CLAIMS LIST

8/4/2015

FUND 10 DEPT 000 - N.A.

01-01472	STAPLES ADVANTAGE	PO0129599	POST-ITS/ST	\$79.12
01-01472	STAPLES ADVANTAGE	PO0129723	FILE FOLDERS/ST	\$7.69
01-04656	CENTERPOINT ENERGY SERVICES	PO0129684	MONTHLY SERVICE 6/15	\$905.95
01-04661	OKLAHOMA COPIER SOLUTIONS	PO0129690	MONTHLY SERVICE 6/15	\$563.38
01-04687	EARNHEART OIL, INC.	PO0129578	UNLEADED/ST	\$15,314.96
01-04687	EARNHEART OIL, INC.	PO0129579	DIESEL/ST	\$9,526.80
01-04687	EARNHEART OIL, INC.	PO0129705	DIESEL/ST	\$3,466.52
01-04687	EARNHEART OIL, INC.	PO0129763	UNLEADED/ST	\$13,720.00
01-04823	WHEELER, VETA	PO0129736	REIMB/PARK SHELTER RENTAL	\$45.00
01-04824	ROBERTS, JOHN	PO0129737	REIMB/PARK SHELTER RENTAL	\$45.00
01-04826	MAREBURGER, STEVEN	PO0129751	REFUND/ADOPTION FEE	\$95.00
01-04827	GOODPASTURE, HEATHER	PO0129803	REFUND/ADOPTION FEE	\$110.00
01-15125	OK GAS & ELECTRIC	PO0129692	MONTHLY SERVICE 6/15	\$1,614.11
01-15125	OK GAS & ELECTRIC	PO0129733	MONTHLY SERVICE 7/15	\$14,734.73
01-15125	OK GAS & ELECTRIC	PO0129703	MONTHLY SERVICE 7/15	\$46,636.59
01-15125	OK GAS & ELECTRIC	PO0129798	MONTHLY SERVICE 7/15	\$188.07
01-15127	OK NATURAL GAS	PO0129624	MONTHLY SERVICE 7/15	\$1,028.61
01-15127	OK NATURAL GAS	PO0129691	MONTHLY SERVICE 6/15	\$520.68
01-15127	OK NATURAL GAS	PO0129700	MONTHLY SERVICE 7/15	\$581.59
01-15127	OK NATURAL GAS	PO0129799	MONTHLY SERVICE 7/15	\$120.95
01-67250	FRIENDS OF THE LIBRARY	PO0129589	2ND QTR DISTRIBUTION	\$620.10
<u>N.A. TOTAL</u>				<u>\$109,924.85</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01586	DISH NETWORK	PO0129761	MONTHLY SERVICE 8/15	\$59.99
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$1,000.90
01-02111	GILBERT, JERALD	PO0129562	REIMB/TRAVEL/DC TRIP	\$2,029.67
01-04680	ENID EVENT CENTER	PO0129800	EVENT TICKETS (30)	\$1,200.00
01-05124	ENID ROTARY CLUB, INC.	PO0129600	QUARTERLY FEES 2015/J GILBERT	\$210.40
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0129697	ANNUAL SPONSORSHIP	\$1,600.00
01-16145	PETTY CASH	PO0129806	REIMB/TRAVEL/J RILEY	\$172.49
01-19045	SAM'S CLUB	PO0129660	MEMBERSHIP DUES/J GILBERT	\$200.00
01-67860	KIWANIS TRUST FUND, INC	PO0129586	2ND QTR DUES/MEAL/J GILBERT	\$65.00
01-80203	CARRIER OKLAHOMA	PO0129689	SENSOR KIT	\$46.16
<u>ADM. SERVICES TOTAL</u>				<u>\$6,584.61</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01338	J & P SUPPLY, INC.	PO0129634	TOWELS	\$53.28
01-01338	J & P SUPPLY, INC.	PO0129779	CLEANER/CUPS/LINERS/WIPES	\$503.62
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$39.64
01-02621	PREMIERSOURCE, LLC	PO0129788	3RD QTR FEES	\$7,320.54
01-03358	RILEY, JOAN	PO0129747	TUITION ASSISTANCE	\$1,000.00
01-03611	ICIMS, INC.	PO0129745	ONLINE APPLICANT SOFTWARE	\$3,449.25
01-04129	OK DEPT. OF CORRECTIONS	PO0129754	INMATE COSTS/DOC VAN USAGE	\$832.08
01-04621	STEPHENS, TIMOTHY	PO0129791	TUITION ASSISTANCE	\$1,000.00
01-05017	ENID TYPEWRITER CO., INC.	PO0129757	PRINTS	\$75.43
01-05017	ENID TYPEWRITER CO., INC.	PO0129743	INK CARTRIDGE	\$145.00
01-15004	OK EMPLOYMENT SECURITY COMMISSION	PO0129802	UNEMPLOYMENT 2ND QTR 2015	\$8,200.13
<u>HUMAN RESOURCES TOTAL</u>				<u>\$22,618.97</u>

FUND 10 DEPT 120 - LEGAL SVCS.

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$1,268.39
01-02131	LEXISNEXIS	PO0129568	MONTHLY SERVICE 6/15	\$1,012.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0129633	WC/MEDICAL	\$88.00
01-02585	CHISM, ANDREA	PO0129577	REIMB/CLOTHING ALLOWANCE	\$964.14
01-03022	CULLIGAN OF ENID	PO0129679	BOTTLED WATER	\$9.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0129639	WC/MEDICAL	\$545.34
01-03921	EXPRESS SCRIPTS, INC.	PO0129683	WC/MEDICAL	\$1,730.78
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0129653	WC/MEDICAL	\$338.10
01-04425	STREAMCARE LLC	PO0129776	WC/MEDICAL	\$2,081.37
01-04556	PHARMTOX SOLUTIONS, LLC.	PO0129771	WC/MEDICAL	\$1,806.54
01-04563	XPRESS WELLNESS, LLC	PO0129630	WC/MEDICAL	\$247.05
01-04563	XPRESS WELLNESS, LLC	PO0129777	WC/MEDICAL	\$131.83
01-04818	MOODY, BILL D., JR.	PO0129640	WC/TRAVEL REIMB	\$111.75
01-04818	MOODY, BILL D., JR.	PO0129680	WC/MEDICAL	\$111.75
01-04820	HARRIS, LEMUEL D	PO0129682	WC/MEDICAL	\$10.74
01-33380	OPFER, DAVID	PO0129544	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0129663	WC/MEDICAL	\$317.36
			<u>LEGAL SVCS. TOTAL</u>	<u>\$11,091.50</u>

FUND 10 DEPT 140 - SAFETY

01-01227	AUTRY VO-TECH CENTER	PO0129610	SAFETY TRAINING 7/15	\$120.00
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$863.67
			<u>SAFETY TOTAL</u>	<u>\$983.67</u>

FUND 10 DEPT 150 - PR/MARKETING

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$439.98
01-02421	SUDDENLINK	PO0129587	MONTHLY SERVICE 07/15	\$15.47
01-04116	DOWNTOWN THREADS	PO0129760	LOGO SHIRTS (2)	\$113.58
01-16145	PETTY CASH	PO0129768	ETN PROGRAMS/PHOTO LICENSE	\$20.00
			<u>PR/MARKETING TOTAL</u>	<u>\$589.03</u>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$1,565.22
01-03218	MCMORROW-LOVE, MARGARET	PO0129559	PROFESSIONAL LEGAL SERVICE	\$3,541.48
01-05134	ENID NEWS & EAGLE	PO0129742	PUBLIC NOTICE	\$24.83
01-16145	PETTY CASH	PO0129804	REIMB/FILING FEES	\$17.00
01-25009	YOUTH & FAMILY SERVICES, INC.	PO0129598	LOCAL PROGRAM FUNDING	\$7,000.00
01-36830	MAIN STREET ENID, INC.	PO0129429	LOCAL PROGRAM FUNDING	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0129783	PUBLICATIONS	\$122.50
01-49130	BOOKER T. WASHINGTON	PO0129597	LOCAL PROGRAM FUNDING	\$15,000.00
01-58150	MCAFFEE & TAFT	PO0129764	PROFESSIONAL SERVICE	\$3,598.78
01-58150	MCAFFEE & TAFT	PO0129765	PROFESSIONAL SERVICE	\$12,636.00
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$49,755.81</u>

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0129704	POSTAGE LEASE 8/15-11/15	\$240.00
01-01472	STAPLES ADVANTAGE	PO0129688	CLOCK/BINDERS/PAPER/TISSUE	\$47.26
01-01472	STAPLES ADVANTAGE	PO0129723	FASTENERS/CLOCK	\$45.78
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$31.67

01-16145	PETTY CASH	PO0129806	REIMB/TRAVEL/A RADOMSKI	\$98.90
01-55120	QUILL CORPORATION, INC.	PO0129590	INK CARTRIDGE	\$217.59
01-72350	SUMMIT BUSINESS SYS., INC.	PO0129625	ANNUAL SORTER MAINTENANCE	\$2,860.00
			ACCOUNTING TOTAL	<u>\$3,541.20</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0129572	ELECTRIC STAPLERS (2)	\$159.98
01-03022	CULLIGAN OF ENID	PO0129679	BOTTLED WATER	\$9.00
01-16004	PDQ PRINTING	PO0129759	ALARM PERMITS	\$330.00
01-16145	PETTY CASH	PO0129808	REIMB/DRAWER SHORTAGE	\$15.00
			RECORDS & RECEIPTS TOTAL	<u>\$513.98</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01768	AT&T INTERNET SERVICES, INC.	PO0129563	INTERNET SERVICE 7/15	\$1,586.16
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$394.61
01-02047	CHICKASAW TELECOM, INC.	PO0129236	CISCO SMARTNET RENEWAL	\$22,170.50
01-03807	IMAGENET CONSULTING LLC	PO0129678	LASERFICHE LICENSE RENEWAL	\$7,739.38
			INFORMATION TECHNOLOGY TOTAL	<u>\$31,890.65</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-00573	INSIGHT PUBLIC SECTOR, INC	PO0129550	PRINTER	\$1,069.01
01-01472	STAPLES ADVANTAGE	PO0129599	PAPER/TONER/BATTERIES	\$192.99
01-02615	JAMIE'S BARNSTORMERS	PO0129585	MEAL/MAPC MTG	\$158.89
01-04731	PRESERVATION AND DESIGN STUDIO	PO0129161	NAT'L REGISTRY NOMINATION (4)	\$2,133.33
			COMMUNITY DEVELOPMENT TOTAL	<u>\$3,554.22</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-04732	DEAL LAWN CARE	PO0129574	MOW/116 W GARRIOTT	\$75.00
01-04732	DEAL LAWN CARE	PO0129601	MOW/522 E ASH	\$75.00
01-04732	DEAL LAWN CARE	PO0129601	MOW/701 N 6TH	\$75.00
01-04732	DEAL LAWN CARE	PO0129671	MOW/619 N TYLER	\$75.00
01-04732	DEAL LAWN CARE	PO0129671	MOW/1205 W WALNUT	\$150.00
01-04732	DEAL LAWN CARE	PO0129752	MOW/2517 N ADAMS	\$150.00
01-04732	DEAL LAWN CARE	PO0129781	MOW/1101 N INDEPENDENCE	\$75.00
01-04766	CLM MOWING	PO0129670	MOW/2701 W LONGVIEW	\$100.00
01-16145	PETTY CASH	PO0129804	REIMB/FILING FEES	\$199.00
01-16145	PETTY CASH	PO0129805	REIMB/FILING FEES	\$118.00
01-48610	STITCHES AHEAD, INC.	PO0129734	LOGO SHIRTS (3)	\$62.19
01-80177	ALVARADO'S QUALITY MOWING	PO0129595	MOW/1030 N DAVIS	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129602	MOW/329 S 20TH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129602	MOW/3114 N EMERSON	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129602	MOW/2411 E OAK	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129602	MOW/1609 S GRAND	\$164.00
01-80224	T & M PRINTING, INC.	PO0129721	BUSINESS CARDS (2)	\$59.90
			CODE ENFORCEMENT TOTAL	<u>\$1,749.09</u>

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$600.38
01-03661	RK BLACK, INC.	PO0126784	G-1402A FILE DIGITIZATION	\$7,612.28
01-16004	PDQ PRINTING	PO0129623	BUSINESS CARDS/M KATTA	\$45.00
01-16145	PETTY CASH	PO0129806	REIMB/TRAVEL/A KEIM	\$22.46
01-32090	POLK DIRECTORIES, INC.	PO0129257	CITY DIRECTORY	\$300.00
<u>ENGINEERING TOTAL</u>				<u>\$8,580.12</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$81.25
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129690	MONTHLY SERVICE 6/15	\$39.29
<u>PUBLIC WORKS MGMT TOTAL</u>				<u>\$120.54</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$112.52
<u>FLEET MAINTENANCE TOTAL</u>				<u>\$112.52</u>

FUND 10 DEPT 730 - PARKS & RECREATION

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$3,706.50
01-02539	BWI COMPANIES, INC.	PO0129584	FIELD MARKERS/ABSORBANT	\$440.02
01-02539	BWI COMPANIES, INC.	PO0129617	HERBICIDE	\$426.23
01-02539	BWI COMPANIES, INC.	PO0129728	FERTILIZER	\$1,090.70
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129690	MONTHLY SERVICE 6/15	\$11.04
01-04821	KIEFER SWIM PRODUCTS	PO0129801	SHORTS/VISORS (6)	\$75.65
01-05012	ENID WINNELSON COMPANY, INC.	PO0129583	VALVE METER	\$457.06
01-13145	MID-AMERICA WHOLESAL, INC.	PO0129708	BOTTLED WATER	\$473.76
01-33210	P & K EQUIPMENT, INC.	PO0129619	PINS	\$9.88
01-33220	ZALOUDEK, F. W.	PO0129701	V547/V544 CANOPY (2)	\$560.00
01-33220	ZALOUDEK, F. W.	PO0129732	V547 REPAIR/WIRING/LABOR CHG	\$157.50
01-80312	DAN CORNFORTH LOCK & SAFE	PO0129626	PADLOCKS (6)	\$85.50
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129627	FERRIS WHEEL SPRINKLERS	\$57.76
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0129709	HOSES	\$67.97
<u>PARKS & RECREATION TOTAL</u>				<u>\$7,619.57</u>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$444.17
01-04577	JANTZ MOWING	PO0124271	MOW/CLEAN RIGHTS OF WAY	\$3,540.00
<u>STRMWTR & ROADWAY MAINT. TOTAL</u>				<u>\$3,984.17</u>

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$2,888.38
01-03107	CHEM-CAN SERVICES, INC.	PO0129797	PORTABLE TOILET RENTAL 7/15	\$97.60
01-16008	PINKLEY SALES CO.	PO0129718	LED (5)	\$494.25
01-16008	PINKLEY SALES CO.	PO0129720	KEY (10)/HARNES	\$170.00
<u>TECHNICAL SERVICES TOTAL</u>				<u>\$3,650.23</u>

FUND 10 DEPT 900 - LIBRARY

01-00085	PITNEY BOWES	PO0129588	POSTAGE LEASE 7/15	\$86.59
01-01338	J & P SUPPLY, INC.	PO0129591	RAGS	\$11.55
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$7,858.00
01-03454	OCLC ONLINE COMPUTER LIBRARY	PO0129556	ONLINE SUBSCRIPTION 7/15	\$1,140.45
01-03590	SKINNER AUDIO SERVICES	PO0129594	SOUND SYSTEM RENTAL 6/15	\$135.00
01-04654	LG HOME IMPROVEMENT, LLC.	PO0129628	PAINTING SERVICE	\$450.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129593	COPIER USAGE 6/15	\$386.96
01-04814	LANGLEY, LUKE	PO0129667	REIMB/BOOK FEE	\$5.00
01-04815	TUCKER, QUINCHE'	PO0129668	REIMB/BOOK FEE	\$13.99
01-04816	BOYLE, FERN D	PO0129669	REIMB/BOOK FEE	\$16.99
01-13017	MUNN SUPPLY, INC.	PO0129581	CYLINDER RENTAL	\$48.62
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129702	HEADREST	\$795.00
01-15019	OK HISTORICAL SOCIETY	PO0129629	MICROFILM SUBSCRIPTION 11/14-2/15	\$155.00
01-18001	RECORDED BOOKS, LLC	PO0129611	ONLINE CLASS	\$1,500.00
01-32090	POLK DIRECTORIES, INC.	PO0129257	CITY DIRECTORY	\$715.00
01-65460	ACTSHON PEST CONTROL	PO0129592	PEST CONTROL 7/15	\$15.00
			<u>LIBRARY TOTAL</u>	<u>\$13,333.15</u>

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129744	IT-1601 GP DYNAMICS UPGRADE	\$8,186.25
			<u>CAPITAL ASSETS & PROJECTS TOTAL</u>	<u>\$8,186.25</u>

FUND 14 DEPT 145 - HEALTH FUND

01-04822	STOP LOSS INSURANCE SERVICES, INC.	PO0129790	STOP LOSS FEES	\$21,188.31
01-25008	YMCA	PO0129778	WELLNESS DOLLARS (4)	\$370.00
			<u>HEALTH FUND TOTAL</u>	<u>\$21,558.31</u>

FUND 20 DEPT 205 - AIRPORT

01-01291	TTK CONSTRUCTION	PO0124148	A-1301D LIGHT/EXTENSION RUNWAY	\$46,657.64
01-01338	J & P SUPPLY, INC.	PO0129647	GATORADE	\$41.38
01-01396	VAISALA	PO0129649	AWOS MAINTENANCE 07/15	\$415.00
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$844.17
01-02269	CEC CORPORATION	PO0124950	A-1301D RUNWAY EXTENSION	\$26,200.00
01-02712	FARMER BROS. CO.	PO0129782	COFFEE	\$45.10
01-03122	CROWN PRODUCTS, INC.	PO0129713	NOZZLE/O-RINGS	\$29.50
01-04130	NORTHWEST OKLAHOMA FIRE & SECURITY	PO0129786	ANNUAL MONITORING SERVICE	\$300.00
01-04532	STACEY L. ROBISON TRUST	PO0129780	SIGN LAND RENT 7/15-6/16	\$100.00
01-04684	OROSCO, NANCY	PO0129666	JANITORIAL SERVICE 7/15	\$187.50
01-16145	PETTY CASH	PO0129807	REIMB/TRAVEL/D OHNESORGE	\$306.89
01-23062	WATER ONE, INC.	PO0129648	SOLAR SALT	\$14.00
01-23076	WING AERO PRODUCTS, INC.	PO0129646	2016 FAR/AIMS	\$117.30
01-23076	WING AERO PRODUCTS, INC.	PO0129711	CHARTS/SECTIONALS	\$155.58
01-33220	ZALOUDEK, F. W.	PO0129793	SPINDLE SHAFT	\$30.29
01-33220	ZALOUDEK, F. W.	PO0129794	MOWER BELTS/PULLEY/BOLTS	\$97.19
01-35300	UNIFIRST, INC.	PO0129645	SHOP/TOWEL/SERVICE	\$89.55
01-50210	LOWE'S HOME CENTERS, INC.	PO0129642	VALVE/SLEEVES/FITTINGS	\$21.44
01-55120	QUILL CORPORATION, INC.	PO0129789	COPY PAPER	\$91.70
01-80343	FENTRESS OIL COMPANY, INC.	PO0129650	OIL/ST	\$206.29
			<u>AIRPORT TOTAL</u>	<u>\$75,950.52</u>

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0129620	MOPS/TISSUE/TOWELS	\$240.62
01-01338	J & P SUPPLY, INC.	PO0129719	CLEANER	\$84.72
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$1,216.52
01-02539	BWI COMPANIES, INC.	PO0129617	GROWTH REGULATOR	\$678.02
01-03735	PNC EQUIPMENT FINANCE	PO0129228	TURF MOWER LEASE 7/15	\$550.69
01-03749	ASSOCIATED SUPPLY COMPANY	PO0129582	INK CARTRIDGES (40)	\$548.97
01-04713	SIMPLOT PARTNERS	PO0129614	INSECTICIDE	\$258.58
01-04713	SIMPLOT PARTNERS	PO0129675	FUNGICIDE	\$1,764.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0129231	GOLF CART LEASE 7/15	\$2,649.00
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0129613	IRRIGATION FITTINGS	\$60.42
			<u>GOLF TOTAL</u>	<u>\$8,051.54</u>

FUND 30 DEPT 305 - STREET & ALLEY

01-02470	DERWIN'S CONSTRUCTION	PO0125203	R-1505A 2015 CONCRETE REPAIRS	\$8,488.95
01-04033	DOLESE BROTHERS CO., INC.	PO0125518	R-1505A 2015 CONCRETE REPAIRS	\$995.25
01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A 2014 STREET PROGRAM	\$36,699.03
			<u>STREET & ALLEY TOTAL</u>	<u>\$46,183.23</u>

FUND 31 DEPT 000 - N.A.

01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0129753	ORF-02-0012-CW PRINCIPAL 8/15	\$27,692.31
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0129756	ORF-98-0006-CW PRINCIPAL 8/15	\$47,650.00
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0129758	ORF-99-0016-CW PRINCIPAL 8/15	\$29,601.04
			<u>N.A. TOTAL</u>	<u>\$104,943.35</u>

FUND 31 DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0129612	PRINTER MAINTENANCE 7/15	\$207.77
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$523.50
01-05134	ENID NEWS & EAGLE	PO0129621	ANNUAL SUBSCRIPTION	\$180.00
01-16018	POSTMASTER	PO0129548	POSTAGE	\$20,000.00
			<u>UTILITY BILLING TOTAL</u>	<u>\$20,911.27</u>

FUND 31 DEPT 315 - E.M.A.

01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0129753	ORF-02-0012-CW ADMIN FEES 8/15	\$974.62
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0129756	ORF-98-0006-CW ADMIN FEES 8/15	\$838.51
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0129758	ORF-99-0016-CW ADMIN FEES 8/15	\$818.55
01-02891	BANK OF OKLAHOMA, N.A.	PO0129677	2010 CWSRF TRUSTEE FEE	\$500.00
01-02891	BANK OF OKLAHOMA, N.A.	PO0129677	2010 ODFA TRUSTEE FEE	\$1,000.00
01-04348	ARNOLD, BART L.	PO0129543	WC/MEDICAL	\$323.00
01-04348	ARNOLD, BART L.	PO0129662	WC/MEDICAL	\$323.00
			<u>E.M.A. TOTAL</u>	<u>\$4,777.68</u>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0129658	WHEEL LOADER RENTAL 7/15	\$2,485.00
01-00146	CINTAS CORPORATION LOC. 624	PO0129576	SHOP TOWEL SERVICE	\$70.54
01-00146	CINTAS CORPORATION LOC. 624	PO0129672	SHOP TOWEL SERVICE	\$70.54

01-00612	PHYSICIANS GROUP, LLC	PO0129631	WC/MEDICAL	\$131.83
01-01178	ACCURATE, INC.	PO0129641	SAMPLE ANALYSIS	\$50.00
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$737.52
01-01800	COMMUNITY HOSPITAL, LLC	PO0129749	WC/MEDICAL	\$538.31
01-02243	BB MACHINE & SUPPLY, INC.	PO0129643	FITTINGS	\$27.90
01-03107	CHEM-CAN SERVICES, INC.	PO0129573	SEPTIC TANK CLEANING 7/15	\$365.00
01-03110	VERMEER GREAT PLAINS	PO0129555	GRINDER REPAIR	\$2,495.60
01-04033	DOLESE BROTHERS CO., INC.	PO0129654	CRUSHER RUN	\$2,775.18
01-04033	DOLESE BROTHERS CO., INC.	PO0129596	CRUSHER RUN	\$3,586.67
01-04560	DOCUGUARD	PO0129664	RECYCLING SERVICE 6/15	\$2,509.50
01-43820	SKILLPATH SEMINARS	PO0129622	REGISTRATION FEE/S DELANGEL	\$209.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129644	FILTER/CHAINS/SPARK PLUGS	\$102.55
01-51430	ENID P T PROFESSIONALS	PO0129637	WC/MEDICAL	\$82.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0129632	WC/MEDICAL	\$292.28
01-80246	ATWOODS	PO0129698	V245 TOOLBOX	\$299.99
01-80343	FENTRESS OIL COMPANY, INC.	PO0129724	OIL	\$1,546.67
			SOLID WASTE SERVICES TOTAL	\$18,376.08

FUND 31 DEPT 785 - PUBLIC MGMT UTILITIES

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$1,906.75
			PUBLIC MGMT UTILITIES TOTAL	\$1,906.75

FUND 31 DEPT 790 - WATER PRODUCTION

01-01178	ACCURATE, INC.	PO0129641	W-1510 SAMPLE ANALYSIS	\$600.00
01-01178	ACCURATE, INC.	PO0129673	SAMPLE ANALYSIS	\$1,145.00
01-01453	WESTERN HYDRO CORP.	PO0129656	PUMP/MOTOR	\$2,429.05
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$14.44
01-02462	ICONICS, INC.	PO0129316	2 YR SOFTWARE SUPPORT/WORX32	\$4,721.00
01-04402	DEHAAS, DARYL L	PO0129739	WATER LEASE 7/15-6/15	\$12,000.00
01-04403	DEHAAS, JUSTIN	PO0129738	WATER LEASE 7/15-6/15	\$8,000.00
01-13017	MUNN SUPPLY, INC.	PO0129674	HAMMER/GLOVES	\$18.39
01-13017	MUNN SUPPLY, INC.	PO0129674	CYLINDER RENTAL	\$9.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0129676	MONTHLY SERVICE 7/15	\$408.34
01-18116	RAMSEY'S WHAT EVER STORE	PO0129567	HOOKS/CHAINS	\$54.11
01-30830	LOCKE SUPPLY, INC.	PO0129659	FITTINGS/COUPLINGS	\$320.78
01-38030	DAL SECURITY, INC.	PO0129655	MONITORING SERVICE 7/15	\$50.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129558	WEED EATER	\$32.46
01-79980	PIONEER BUSINESS SOLUTION	PO0129569	MONTHLY SERVICE 7/15	\$142.09
01-80258	BRENNTAG SOUTHWEST, INC.	PO0129317	CHLORINE	\$1,691.80
			WATER PRODUCTION TOTAL	\$31,636.46

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$2,586.10
01-04013	STILLWATER MEDICAL CENTER AUTHORITY	PO0129775	WC/MEDICAL	\$88.74
01-04750	LOEWENSTEIN, JOSHUA M	PO0129636	WC/TRAVEL REIMB	\$67.60
01-04825	HIDDEN, TRAVIS M	PO0129748	WC/MILEAGE REIMB	\$189.08
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129570	CLIPBOARD/FILE CABINET	\$478.88
01-32090	POLK DIRECTORIES, INC.	PO0129257	CITY DIRECTORY	\$237.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129795	ENGINE REPAIR/LABOR/FUEL PUMP	\$91.92
			WATER RECLAMATION SERVICES TOTAL	\$3,739.82

FUND 31 DEPT 799 - WASTEWATER MGMT

01-01178	ACCURATE, INC.	PO0129571	SAMPLE ANALYSIS	\$85.00
01-01178	ACCURATE, INC.	PO0129571	SAMPLE ANALYSIS	\$175.00
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$267.85
01-30830	LOCKE SUPPLY, INC.	PO0129687	VALVES/ADAPTER	\$60.25
01-80258	BRENNTAG SOUTHWEST, INC.	PO0124709	POLYMER	\$6,532.00
<u>WASTEWATER MGMT TOTAL</u>				<u>\$7,120.10</u>

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0129433	CONSULTING SERVICE	\$6,000.00
01-01406	GUARANTEE ABSTRACT CO.	PO0129661	M-1511A 2313-2317 B CT CONTRACT	\$3,500.00
01-01406	GUARANTEE ABSTRACT CO.	PO0129661	M-1511A 2314-2318 C CT CONTRACT	\$3,500.00
01-01406	GUARANTEE ABSTRACT CO.	PO0129661	M-1511A 613 A ST CONTRACT	\$3,500.00
<u>E.E.D.A. TOTAL</u>				<u>\$16,500.00</u>

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0129784	REIMB/AETC CEREMONY	\$272.76
01-00223	COOPER, MICHAEL G.	PO0129785	REIMB/PHONE SERVICE 6/15	\$103.22
01-00332	TRAVEL ENTERPRISE, INC.	PO0129792	AIRFARE/M COOPER	\$464.60
01-43930	EMBRY-RIDDLE AERO UNIVERSITY	PO0129580	TUITION ASSISTANCE	\$840.00
<u>V.D.A. TOTAL</u>				<u>\$1,680.58</u>

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-04033	DOLESE BROTHERS CO., INC.	PO0129156	P-1503A ADA SIDEWALK/LAMESA	\$561.59
01-18063	DUB ROSS COMPANY, INC.	PO0128974	M-1501A CONCRETE CULVERT	\$4,095.36
01-80153	KINNUNEN, INC.	PO0129730	P-1503A TRUNCATED DOME	\$240.84
<u>CAPITAL IMPROVEMENT TOTAL</u>				<u>\$4,897.79</u>

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-39700	GARFIELD CO. LEGAL NEWS	PO0129750	W-1501A PUBLICATION	\$313.20
01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A 2014 STREET PROGRAM	\$3,884.55
<u>STREET IMPROVEMENT TOTAL</u>				<u>\$4,197.75</u>

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-05050	ENVIROTECH	PO0125161	S-1506 SEWER EXTENSION	\$3,500.00
01-05050	ENVIROTECH	PO0125163	S-1508 PLANS/SPECS SEWER LINE	\$2,125.00
<u>SANITARY SEWER FUND TOTAL</u>				<u>\$5,625.00</u>

FUND 43 DEPT 435 - STORMWATER FUND

01-03500	SL MADISON CONSTRUCTION	PO0126921	F-1502 CONSTRUCT CHANNEL	\$5,204.00
01-05050	ENVIROTECH	PO0127385	F-1506A PROFESSIONAL SERVICE	\$6,792.50
01-60230	RICK LORENZ CONSTRUCTION	PO0128833	F-1510A STREET REPAIR	\$11,721.63
<u>STORMWATER FUND TOTAL</u>				<u>\$23,718.13</u>

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-01406	GUARANTEE ABSTRACT CO.	PO0129546	W-1304A WATER RIGHTS ACQUISITION	\$122,251.00
01-04232	GABLE GOTWALS	PO0129560	W-1304B PROFESSIONAL SERVICE	\$3,519.00
01-04579	COWAN GROUP ENGINEERING, LLC	PO0127401	W-1512 PROFESSIONAL SERVICE	\$4,500.00
01-04579	COWAN GROUP ENGINEERING, LLC	PO0128016	W-1512 PROFESSIONAL SERVICE	\$500.00
<u>WATER CAP. IMPROVEMENT FUND TOTAL</u>				<u>\$130,770.00</u>

FUND 50 DEPT 505 - 911

01-05017	ENID TYPEWRITER CO., INC.	PO0129716	ANNUAL COPIER MAINTENANCE	\$552.00
01-66190	AT&T	PO0129715	MONTHLY SERVICE 7/15	\$690.10
<u>911 TOTAL</u>				<u>\$1,242.10</u>

FUND 51 DEPT 515 - POLICE

01-01472	STAPLES ADVANTAGE	PO0129706	INK CARTRIDGE (2)	\$119.98
01-01472	STAPLES ADVANTAGE	PO0129707	BATTERIES/PAPER/PENS	\$91.51
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$1,734.92
01-02750	AQUA EXPRESS NORTH, LLC	PO0129686	CAR WASHES (77) 5/15-6/15	\$308.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0129767	SOFTWARE MAINTENANCE/SUPPORT	\$1,350.00
01-03569	GRIMSLEY'S, INC.	PO0129717	SOAP/TOWELS/LINERS	\$680.77
01-04238	AMY FRANTZ	PO0129566	RISK ASSESSMENT 6/15	\$55.00
01-04563	XPRESS WELLNESS, LLC	PO0129630	WC/MEDICAL/B SCHWARZKOPF	\$163.88
01-04620	FRAZEE, ZEKE	PO0129762	TUITION ASSISTANCE	\$258.00
01-04737	MERCY HOSPITAL ADA	PO0129635	WC/MEDICAL/M HAINLEY	\$597.00
01-04771	MASS ARCHITECTS, INC.	PO0129741	M-1514A PROFESSIONAL SERVICE	\$13,160.00
01-05110	ENID NOON AMBUCS	PO0129710	QTR DUES/B OROURKE	\$162.55
01-13036	MESSER BOWERS	PO0129766	NOTARY BOND/M EVANS	\$30.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129699	NOTARY STAMP/M EVANS	\$25.50
01-16004	PDQ PRINTING	PO0129714	ENVELOPES	\$170.00
01-16004	PDQ PRINTING	PO0129787	LABELS	\$70.00
01-16145	PETTY CASH	PO0129808	REIMB/NOTARY RENEWAL/Q TUBBS	\$20.00
01-18022	RUSCO PLASTICS	PO0129774	NAMETAGS (10)	\$36.25
01-50210	LOWE'S HOME CENTERS, INC.	PO0129642	COUPLING/ADAPTOR/VALVE/HOSE	\$78.22
01-50210	LOWE'S HOME CENTERS, INC.	PO0129735	CEILING TILES	\$309.17
01-65460	ACTSHON PEST CONTROL	PO0129712	PEST CONTROL 7/15	\$40.00
<u>POLICE TOTAL</u>				<u>\$19,460.75</u>

FUND 60 DEPT 605 - CONFERENCE CENTER

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$163.96
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0129684	MONTHLY SERVICE 6/15	\$45.27
01-15127	OK NATURAL GAS	PO0129700	MONTHLY SERVICE 7/15	\$18.68
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0129665	HOTEL TAX 6/15	\$65,868.05
<u>CONFERENCE CENTER TOTAL</u>				<u>\$66,095.96</u>

FUND 65 DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0129631	WC/MEDICAL/R LIVINGSTON	\$309.75
01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0129696	V1019 BATTERIES (2)	\$437.90
01-01338	J & P SUPPLY, INC.	PO0129722	GLOVES/LINERS/TOWELS/CLEANER	\$223.55
01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$2,697.13

01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0129727	AIR FILTERS (14)	\$19.21
01-03448	PIONEER CONSTRUCTION	PO0123476	M-1506A ROOF REPLACEMENT	\$8,889.00
01-03765	SMOKIN OKIE DIESEL	PO0129313	V1008 TURBO CHARGE REPAIR	\$2,480.79
01-04346	INTERNATIONAL BRONZE PLAQUE MFG	PO0128877	M-1408B PLAQUE	\$999.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129729	COPIER MAINTENANCE 7/15	\$64.29
01-04819	LIVINGSTON, RICKY L	PO0129681	WC/MEDICAL	\$90.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0129695	V1044 LIGHT BAR BULBS	\$21.99
01-15132	O'REILLY AUTO PARTS, INC.	PO0129695	V1031 WINDOW HANDLE	\$34.18
01-15132	O'REILLY AUTO PARTS, INC.	PO0129695	O-RINGS/CAPSULE	\$34.86
01-16145	PETTY CASH	PO0129807	REIMB/TRAVEL/J MCALISTER	\$17.92
01-19165	STEVENS FORD, INC.	PO0129694	V1019 RADIATOR CAP	\$7.64
01-30830	LOCKE SUPPLY, INC.	PO0129726	LIGHT BULBS (45)	\$201.90
01-32094	POLK DIRECTORIES, INC.	PO0129257	CITY DIRECTORY	\$237.50
01-44890	EMERGENCY MEDICAL SERVICES INC	PO0129638	WC/MEDICAL/M MEIER	\$212.65
01-51430	ENID P T PROFESSIONALS	PO0129755	WC/MEDICAL/R LIVINGSTON	\$220.01
			<u>FIRE TOTAL</u>	<u>\$17,199.27</u>

FUND 82 DEPT 000 - N.A.

01-03274	CLEET	PO0129542	MONTHLY REIMB 6/15	\$4,003.10
01-55470	OK STATE BUREAU INVESTIGATION	PO0129541	MONTHLY REIMB AFIS 6/15	\$2,210.18
01-55470	OK STATE BUREAU INVESTIGATION	PO0129541	MONTHLY REIMB FORENSICS 6/15	\$2,128.95
			<u>N.A. TOTAL</u>	<u>\$8,342.23</u>

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0129685	CHASE PAYMENT	\$170.67
01-02594	PIONEER TELEPHONE-MAINE	PO0129772	MONTHLY SERVICE 7/15	\$20.76
01-03972	NATIONAL PEN CO., LLC	PO0129769	MAGNETS	\$169.90
01-04116	DOWNTOWN THREADS	PO0129796	LOGO SHIRTS (6)/VISORS (4)/CAPS (10)	\$261.28
01-04436	WEST WILLOW CAR WASH	PO0129770	CAR WASH TOKENS (100)	\$100.00
01-19047	AT & T	PO0129773	MONTHLY SERVICE 7/15	\$224.14
			<u>EPTA TOTAL</u>	<u>\$946.75</u>

FUND 70 DEPT 705 - CDBG

70-15006	OK GLASS & WALLPAPER	PO0127518	B-14 (402) 4RKIDS ADA DOORS	\$10,753.00
70-16145	PETTY CASH	PO0129809	REIMB/TRAVEL/S CARR	\$157.34
			<u>CDBG TOTAL</u>	<u>\$10,910.34</u>

COMBINED BREAKDOWN OF TOTALS

EMA	\$193,411.51
EEDA	\$16,500.00
REMAINING FUNDS	\$735,214.38
TOTAL CLAIMS	\$945,125.89

PURCHASING CARD CLAIMS LIST

8/04/15

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AT&T*PREMIER EBIL	PO0129685	IPAD DATA PLAN 7/15	322.95
BRADFORD INDUSTRIAL SP	PO0129685	FILTERS (48)	112.12
CAFE GARCIA	PO0129685	MEAL (6)/DEPT MEETING	74.67
DNH*GODADDY.COM	PO0129685	OWLG DOMAIN REGISTRATION	25.34
HAMMETT HOUSE RESTAURA	PO0129685	MEAL/CITY MGR CONF/J RILEY	21.99
HOLIDAY INN EXPRESS CL	PO0129685	LODGING (2)/CITY MGR CONF	404.20
MCDONALD'S F10300	PO0129685	MEAL/CITY MGR CONF/J GILBERT	3.94
SQ *ON THE SIDEWALK BA	PO0129685	MEAL (2)/LEGISLATIVE AGENDA	24.70
STAPLES 00106633	PO0129685	NOTEBOOK	10.99
ADMINISTRATIVE SERVICES TOTAL			1,000.90

FUND 10 DEPT 110 - HUMAN RESOURCES

ACE HARDWARE	PO0129685	SCREWDRIVER/NUTS/BOLTS	24.79
USPS 39282704133607748	PO0129685	SHIPPING FEES	14.85
HUMAN RESOURCES TOTAL			39.64

FUND 10 DEPT 120 - LEGAL SERVICES

AT&T DATA	PO0129685	IPAD DATA PLAN 7/15	25.00
NNA*SERVICES LLC	PO0129685	NOTARY BOND/NOTARY STAMP/W GILL	84.00
OFFICE DEPOT #1079	PO0129685	TONER (5)/MAT/BATTERIES	697.41
PAYPAL *OKLAHOMAMUN	PO0129685	OML SEMINAR/W GILL	85.00
SECRETARY OF STATE	PO0129685	NOTARY FEE/W GILL	26.00
SHERATON MIDWEST CITY	PO0129685	LODGING/ISA TRAINING/A CHISM	99.00
WALMART.COM	PO0129685	CONFERENCE TABLE	251.98
LEGAL SERVICES TOTAL			1,268.39

FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0129685	IPAD DATA PLAN 7/15	31.67
NATIONAL SAFETY COU	PO0129685	NATIONAL SAFETY COUNCIL MEMBERSHIP	795.00
PARADISE DONUTS	PO0129685	MEAL (19)/DEPT MEETING	37.00
SAFETY TOTAL			863.67

FUND 10 DEPT 150 - PR/MARKETING

AMAZON MKTPLACE PMTS	PO0129685	DELL MONITORS (2)	439.98
PR/MARKETING TOTAL			439.98

FUND 10 DEPT 200 - GENERAL GOVERNMENT

AGNT FEE 89006483016150	PO0129685	AIRFARE/NLC CONF/B SHEWEY	62.00
AMERICAN 00176582410233	PO0129685	AIRFARE/NLC CONF/B SHEWEY	622.40
BOXED.COM	PO0129685	VENDING MACHINE SNACKS	126.40
CHICK-FIL-A #02804	PO0129685	MEAL/COMMISSION MEETING	174.50
HOLIDAY INNS	PO0129685	LODGING/CITY MGR CONF/B SHEWEY	124.83
JUMBO FOODS	PO0129685	BOTTLED WATER	25.84
MAZZIO'S ITALIAN EATER	PO0129685	MEAL/COMMISSION MEETING	127.00
NAPOLIS ITALIAN RESTAU	PO0129685	MEAL/COMMISSION MEETING	302.25
GENERAL GOVERNMENT TOTAL			1,565.22

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0129685	IPAD DATA PLAN 7/15	31.67
ACCOUNTING TOTAL			31.67

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMAZON MKTPLACE PMTS	PO0129685	UPS BATTERY BACKUP/KEYBOARD/DIVIDERS	249.82
AMAZON.COM	PO0129685	VERTICAL EXPANDING FILE ORGANIZER	15.98
AT&T*PREMIER EBIL	PO0129685	IPAD DATA PLAN 7/15	24.17
MISSION REPAIR LLC	PO0129685	IPAD REPAIR	79.01
UPS*1Z37T71E0390249896	PO0129685	SHIPPING FEES	25.63
INFORMATION TECHNOLOGY TOTAL			394.61

FUND 10 DEPT 400 - ENGINEERING

OSF - DUSSINI 08	PO0129685	MEAL/ESRI CONF/M KATTA	15.23
RUBY'S DINER #644 Q80	PO0129685	MEAL/ESRI CONF/M KATTA	16.13
SAN DIEGO CONV CTR CON	PO0129685	MEAL/ESRI CONF/M KATTA	26.25
SHERATON SD MARINA DIN	PO0129685	MEAL/ESRI CONF/M KATTA	38.21
SHI CORP	PO0129685	SOFTWARE LICENSE	367.00
SOCIETY OF WOMEN ENGIN	PO0129685	MEMBERSHIP FEE/J ORTIZ	100.00
SQ *TAXI	PO0129685	TAXI/ESRI CONF/M KATTA	14.80
SUBWAY 03358074	PO0129685	MEAL/ESRI CONF/M KATTA	8.76
YELLOW RADIO SERVICE	PO0129685	TAXI/ESRI CONF/M KATTA	14.00
ENGINEERING TOTAL			600.38

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

2000 CED	PO0129685	ICE MACHINE RELAY	48.60
PARADISE DONUTS	PO0129685	MEAL (8)/DEPT MEETING	16.99
UPS (800) 811-1648	PO0129685	SHIPPING FEES	15.66
PUBLIC WORKS MGMT TOTAL			81.25

FUND 10 DEPT 710 - FLEET

AT&T DATA	PO0129685	IPAD DATA PLAN 7/15	30.00
DUSTYS LOCK & KEY LLC	PO0129685	REKEY AUCTION BUILDING	48.00
LOCKE SUPPLY - ENID	PO0129685	PIPE SEALANT	34.52
FLEET TOTAL			112.52

FUND 10 DEPT 730 - PARKS & RECREATION

ALBRIGHT STEEL WIRE EN	PO0129685	ANGLE IRON	53.40
AMAZON MKTPLACE PMTS	PO0129685	STAKES	78.62
ATWOOD 01 ENID	PO0129685	WEED EATERS/HOSES/STRING/OIL	1,105.94
BOXWOOD TECHNOLOGY	PO0129685	JOB POSTING	299.00
ENID WINNELSON CO	PO0129685	AIR METERING VALVE	457.06
MUNN SUPPLY	PO0129685	GRINDING DISC	110.44
OES GLOBAL, INC	PO0129685	GATORADE SINGLES PACKS	128.58
PAYPAL *OKLAHOMAMUN	PO0129685	JOB POSTING	10.00
SPRINKLERWAREHOUSE.	PO0129685	SPRINKLER TIMER	32.94
STAPLES 00106633	PO0129685	IPAD CHARGER/TABLETS	33.95
WAKO INC	PO0129685	SPRAY RIG FITTINGS	24.09

PURCHASING CARD CLAIMS LIST

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WAL-MART #4390	PO0129685	POOL CONCESSIONS	509.26
WM LLC	PO0129685	P-1504 WASTE BAG DISPENSERS	428.70
WM SUPERCENTER #499	PO0129685	POOL CONCESSIONS	434.52
PARKS & RECREATION TOTAL			3,706.50

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ATWOOD 01 ENID	PO0129685	GATE	117.33
JUMBO FOODS	PO0129685	GATORADE	87.84
TOPS & STRIPES	PO0129685	V502 NERF BARS	239.00
STRMWTR & ROADWAY MAINT TOTAL			444.17

FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0129685	LIGHT FIXTURES	440.00
A-1 PLUMBING HEATING A	PO0129685	SHEET METAL	152.00
AMAZON MKTPLACE PMTS	PO0129685	MAGNETIC WHITEBOARD	66.03
AT&T*BILL PAYMENT	PO0129685	IPAD DATA PLAN 7/15	248.36
ATHEY LUMBER COMPANY	PO0129685	CEILING TILES	61.90
BRADFORD INDUSTRIAL SP	PO0129685	RETURN AIR GRILL/ELL/KNIFE SHARPENER	79.55
CENEX FARMERS 07053606	PO0129685	PROPANE	23.07
ELLIOTT ELECTRIC SUPPL	PO0129685	LAMP/ENCLOSURE/ELECTRICAL WIRE	145.33
FASTENAL COMPANY01	PO0129685	WASHERS	2.95
JUMBO FOODS	PO0129685	GATORADE	14.97
KINNUNEN SALES & RENT	PO0129685	GRINDER PARTS	526.26
LOCKE SUPPLY WHC ENID	PO0129685	AIR DIFFUSER/DAMPER/FLEX DUCT	487.15
LOWES #00205*	PO0129685	CEILING INSULATION/TILE FRAMES	314.78
SIGNWAREHOUSE.COM	PO0129685	VINYL	175.99
STUART C IRBY	PO0129685	CIRCUIT BREAKER/CONDUIT/BOLT/STRAP	150.04
TECHNICAL SERVICES TOTAL			2,888.38

FUND 10 DEPT 900 - LIBRARY

ADVANTUS-SEEJANWORK.C	PO0129685	FILE FOLDERS/PASSWORD JOURNAL	35.00
AMAZON MKTPLACE PMTS	PO0129685	BOOKS (5)	58.55
AMAZON MKTPLACE PMTS	PO0129685	IPAD MINI/SRP PRIZE	680.82
AMAZON MKTPLACE PMTS	PO0129685	PET BED	84.90
AMAZON.COM	PO0129685	BOOKS (11)	135.24
AMAZON.COM	PO0129685	TREATS/CRATES/WASTE BAGS	53.41
BAKER & TAYLOR - BOOKS	PO0129685	BOOKS (43)	850.47
BAYMONT INN AND SUITES	PO0129685	LODGING/SRP PERFORMER	234.00
BEST OF BOOKS	PO0129685	BOOKS (8)	79.12
BRODART SUPPLIES	PO0129685	HEADPHONES/CORDS	223.47
CENTER POINT LARGE PRI	PO0129685	BOOKS (44)	929.88
DART/TARTAN/MCNAUGH	PO0129685	BOOKS (108)	1,525.73
JIMMY JOHNS - 2187	PO0129685	MEAL (10)/LIBRARY BOARD MEETING	91.88
JUMBO FOODS	PO0129685	SUMMER READING PROGRAM SUPPLIES	35.10
KOHLER SERVICE PARTS	PO0129685	TOILET REPAIR PARTS	221.33
LOCKE SUPPLY WHC ENID	PO0129685	CAPACITOR	17.53
MODCLOTH INC.	PO0129685	STAFF OCCASION CARDS	37.98
MY MAKEDO	PO0129685	MAKERSPACE SUPPLIES	100.00
NVITE TICKET 1-866-98	PO0129685	REGISTRATIONS (5)/EDTECH SUMMIT	1,325.00
OKLA 00 OF 00	PO0129685	REGIST/ICON CONF/G CUMPSTON	65.00

PURCHASING CARD CLAIMS LIST

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ONCUE EXPRESS 0027	PO0129685	ICE/TEEN VOLUNTEER PARTY/SRP	1.99
PIZZA HUT #029878	PO0129685	MEAL/TEEN VOLUNTEER PARTY/SRP	107.75
PLANNER PADS CO	PO0129685	PLANNER	90.89
POSPAPER.COM	PO0129685	RECEIPT PAPER (50)	57.95
SHERWIN WILLIAMS #7185	PO0129685	PAINT	76.89
STAPLES DIRECT	PO0129685	PAPER/MARKER/BINDERS	220.33
TCD*GALE	PO0129685	BOOKS (20)	446.84
URBAN GIRL L L C	PO0129685	FILES/NOTEBOOKS/ORGANIZER	66.95
WAL-MART #4390	PO0129685	COOKIES/SRP	4.00
		LIBRARY TOTAL	7,858.00

FUND 20 DEPT 205 - AIRPORT

AMERICAN 00176644816051	PO0129685	AIRFARE/OSHKOSH TRIP/D OHNESORGE	281.60
BB MACHINE & SUPPLY IN	PO0129685	FUEL VALVE	53.72
DELTA 00676644796811	PO0129685	AIRFARE/OSHKOSH TRIP/D OHNESORGE	246.60
NATIONAL CAR RENTAL	PO0129685	RENTAL CAR/OSHKOSH TRIP/D OHNESORGE	214.01
STAPLES 00106633	PO0129685	BUSINESS CARDS/D OHNESORGE	22.99
STILLWATER KAWASAKI	PO0129685	DRIVESHAFT SEAL	25.25
		AIRPORT TOTAL	844.17

FUND 22 DEPT 225 - GOLF

BB MACHINE & SUPPLY IN	PO0129685	BALL BEARINGS	163.80
FLAMING AUTOMOTIVE	PO0129685	BELT	26.79
HIBU INC. - WEST	PO0129685	YELLOWBOOK ADVERTISING	77.00
LOWES #00205*	PO0129685	FLAGSTONE EDGING/MULCH	603.10
TMS*PLANTS A PLENTY	PO0129685	LANDSCAPING PLANTS	345.83
		GOLF TOTAL	1,216.52

FUND 31 DEPT 230 - UTILITY SERVICES

COLOR ID	PO0129685	INK CARTRIDGES (6)	523.50
		UTILITY SERVICES TOTAL	523.50

FUND 31 DEPT 760 - SOLID WASTE

AIRGAS CENTRAL	PO0129685	WELDING ROD	71.03
AT&T O519 8327	PO0129685	CHARGERS/PHONE CASE	161.90
GOLDEN CORRAL - #636	PO0129685	MEAL (5)/DEPT MEETING	50.02
LAMPTON WELDING SUPPLY	PO0129685	CUT OFF WHEELS	20.00
MUNN SUPPLY	PO0129685	WELDING CAPS	18.31
NOR*NORTHERN TOOL	PO0129685	BACKUP CAMERA	256.54
STAPLES 00106633	PO0129685	POST IT/PENS/FOLDER/STAPLES/SHARPIES	121.43
WALGREENS #5531	PO0129685	RETIREMENT CARD	3.49
WAL-MART #0499	PO0129685	BOTTLED WATER	34.80
		SOLID WASTE TOTAL	737.52

FUND 31 DEPT 785 - WATER DISTRIBUTION

ACT*REGION VI PRETREAT	PO0129685	PRETREATMENT CONF/P FOSSUM	135.00
AMERICAN PUBLIC WORKS	PO0129685	JOB POSTING	295.00
BOXWOOD TECHNOLOGY	PO0129685	JOB POSTING	895.00
ICMA ONLINE PURCHASES	PO0129685	JOB POSTING	222.75

PURCHASING CARD CLAIMS LIST

8/04/15

JOBTARGET-YM	PO0129685	JOB POSTING	349.00
PAYPAL *OKLAHOMAMUN	PO0129685	JOB POSTING	10.00
WATER DISTRIBUTION TOTAL			1,906.75

FUND 31 DEPT 790 - WATER PRODUCTION

LOCKE SUPPLY WHC ENID	PO0129685	CAPACITOR	14.44
WATER PRODUCTION TOTAL			14.44

FUND 31 DEPT 795 - WATER RECLAMATION SVS

ALBRIGHT STEEL WIRE EN	PO0129685	METAL TUBING	14.88
AT&T O519 8327	PO0129685	PHONE CASE	59.50
ATWOOD 01 ENID	PO0129685	CORDLESS GREASE GUN/COOLING NECKBANDS	274.84
DEPT OF ENV QUALITY	PO0129685	DEQ LICENSES (6)	740.00
DESERT DIAMOND INDUSTR	PO0129685	CONCRETE SAW	999.00
ENID IRON & METAL CO	PO0129685	METAL PLATE	417.92
PIZZA HUT #029878	PO0129685	MEAL (11)/DEPT MEETING	79.96
WATER RECLAMATION SVS TOTAL			2,586.10

FUND 31 DEPT 799 - WASTE WATER MGMT

ALLIED ELECTRONICS INC	PO0129685	PID CONTROLLER	267.85
WASTE WATER MGMT TOTAL			267.85

FUND 51 DEPT 515 - POLICE

5 ROSES	PO0129685	MEAL/ICAC TRAINING/T HESS	16.43
AMERICAN 00176649736443	PO0129685	AIRLINE/ICAC/ENCASE SCHOOL/T HESS	340.70
BILLY SIMS BBQ - SAND	PO0129685	MEAL (2)/EOD TRANSPORT	23.49
DOWNTOWN THREADS	PO0129685	UNIFORM PATCHES/PARKING COMPLIANCE	9.00
FAMILY DOLLAR #2065	PO0129685	HAND SOAP	27.50
FRESCOS MEXICAN GRILL	PO0129685	MEALS (3)/CLEET/ADA	25.11
HOFBRAUHAUS CHICAGO	PO0129685	MEAL/ICAC TRAINING/T HESS	34.80
KEYSTONE PETROLEUM	PO0129685	V2052 FUEL/EOD TRANSPORT	20.00
LOVE S COUNTRY00002196	PO0129685	V96 FUEL/CLEET/ADA	24.99
LOWES #00205*	PO0129685	CEILING TILES/RANGE	317.98
LYDIAS ALTERATIONS	PO0129685	UNIFORM ALTERATIONS/PARKING COMPLIANCE	21.00
MARISCOS LOS PRIMOS	PO0129685	MEALS (8)/OBN MEETING	68.00
MAZZIO S 061 Q65	PO0129685	MEAL (3)/CLEET/ADA	27.60
SANTA FE CATTLE COMPAN	PO0129685	MEAL (6)/CLEET/ADA	72.71
SANTA FE CATTLE COMPAN	PO0129685	MEAL (4)/MOBILE COP TRAINING	90.42
SUBWAY 00107193	PO0129685	MEAL (3)/CLEET/ADA	31.02
TOBY KEITH'S I LOVE TH	PO0129685	MEAL/ICAC TRAINING/T HESS	23.72
ULINE *SHIP SUPPLIES	PO0129685	EVIDENCE PACKAGING SUPPLIES	367.90
USPS 39282704133607748	PO0129685	SHIPPING FEES	9.09
VTS SUN TAXI CHICAGO	PO0129685	TAXI/ICAC TRAINING/T HESS	11.85
WILLIS QUICK STOP #2	PO0129685	V96 FUEL/CLEET/ADA	28.40
WM SUPERCENTER #499	PO0129685	RECHARGABLE BATTERIES	31.88
WWW GUNBROKER COM	PO0129685	SHIPPING FEES	111.33
POLICE TOTAL			1,734.92

PURCHASING CARD CLAIMS LIST

8/04/15

FUND 60 DEPT 605 - CONFERENCE CENTER

AMAZON MKTPLACE PMTS	PO0129685	MASONRY BITS	141.50
ENID WINNELSON CO	PO0129685	PRIMER/GLUE/ELL/COUPLING	22.46
CONFERENCE CENTER TOTAL			163.96

FUND 65 DEPT 655 - FIRE

AT&T DATA	PO0129685	IPAD DATA PLAN 7/15	25.00
ATWOOD 01 ENID	PO0129685	COFFEE/CLEANER/SALT CRYSTALS	147.31
ATWOOD 01 ENID	PO0129685	M-1408B HOSE REEL (2)	199.98
BANJO VALVES AND FITTI	PO0129685	V1025 ELECTRIC VALVE	458.97
BOB HOWARD PDC	PO0129685	V1025 FUEL LINE	300.96
CVS/PHARMACY #10102	PO0129685	GATORADE	29.43
ENID WINNELSON CO	PO0129685	PVC UNION/ELBOW	74.41
FELD FIRE	PO0129685	GLOVES (14)	501.27
HARD ROCK HOTEL TULSA	PO0129685	LODGING/HAZMAT TRAINING/J MCALISTER	152.64
IN *SMITH RICHARDS INC	PO0129685	SEAT ADJUSTER MOTOR (2)	55.83
INNOVATIVE CONTROLS IN	PO0129685	V1042 TANK LEVEL SENDER	255.02
LOWES #00205*	PO0129685	CARBON MONOXIDE DETECTOR (2)	53.94
MSC CLASS C	PO0129685	BATTERY CLEANER/PROTECTOR	74.87
P & K EQUIPMENT	PO0129685	SPOOL/STRING	13.73
PROMOTIONS NOW	PO0129685	PENCIL TOPPERS	183.70
SHERWIN WILLIAMS #1476	PO0129685	HYDRANT PAINT (3)	170.07
FIRE TOTAL			2,697.13

FUND 99 DEPT 995 - EPTA

AMAZON MKTPLACE PMTS	PO0129685	INK CARTRIDGE	27.90
WAL-MART #4390	PO0129685	MEAL (15)/DEPT MEETING	65.73
WM SUPERCENTER #499	PO0129685	INK CARTRIDGE	77.04
EPTA TOTAL			170.67

JP MORGANCHASE CLAIMS LIST TOTAL**\$ 34,158.81**

City Commission Meeting

12. 1.

Meeting Date: 08/04/2015

Submitted By: Jacob Zimny, Executive Assistant

SUBJECT:

AWARD A CONTRACT TO YELLOW HOUSE MACHINERY COMPANY, ENID, OKLAHOMA, IN THE AMOUNT OF \$390,519.00, FOR THE LEASE OF A DOZER FOR THE ENID LANDFILL, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND:

The Landfill's current dozer is due to be replaced. It is staff's intent to lease the dozer for five years, with full maintenance agreement, and the option to purchase the equipment at the end of the lease. The following prices reflect the total lease price over five years, based on Oklahoma State Purchasing Contract SW192:

Yellow House Machinery Base Bid: \$364,471.00
Company

Cost breakdown is as follows:

Listed Price	\$461,917.00
Dealer Installed Custom Landfill Equipment	<u>-\$17,277.00</u>
Adjusted List Price	\$444,640.00
State Contract SW192 (25% Discount)	<u>-\$111,160.00</u>
Subtotal	\$333,480.00
Five Year/7,500 Full Machine Warranty	+\$10,814.00
Custom Landfill Equipment	+\$2,900.00
Custom Equipment Install	<u>+\$17,277.00</u>
Total Price with All Options	\$364,471.00

RECOMMENDATION

Award contract to Yellow House Machinery Company in the amount of \$390,519.00 for five years, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER:

Billy McBride, Public Works Director.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$390,519.00

Funding Source:
Enid Municipal Authority

City Commission Meeting

12. 2.

Meeting Date: 08/04/2015

Submitted By: Jacob Zimny, Executive Assistant

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF TWO TRUCKS FOR THE PUBLIC UTILITIES DIVISION, IN THE AMOUNT OF \$54,337.30, FROM BOB HURLEY FORD, OKLAHOMA CITY, OKLAHOMA.

BACKGROUND:

Two work trucks in the Public Utilities Division were identified in the budget process as being in need of replacement. The trucks being replaced are ten or more years old and exceed 150,000 miles. The Oklahoma State Purchasing Contract SW035 with Bob Hurley Ford LLC, provided the following quotes.

F250 Extended Cab 4X4 Pickup 6.5' Bed	\$26,872.90
F250 Regular Cab Pickup 4X4 Bed Delete with 8' Flatbed	\$27,464.40
Total	\$54,337.30

RECOMMENDATION

Award purchase to Bob Hurley Ford in the amount of \$54,337.30.

PRESENTER:

Billy McBride, Public Works Director.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$54,337.30

Funding Source:

Enid Municipal Authority Capital Replacement Department.

Attachments

Public Utilities



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000232739
BOB HURLEY FORD LLC
745 W 51ST ST
TULSA OK 74107-8353

Table with contract details: Contract ID, Page (1 of 4), Contract Dates, Currency, Rate Type, Rate Date, Description, Contract Maximum, and TYPE: STATEWIDE.

Tax Exempt? Y Tax Exempt ID:736017987

Main table with columns: Line #, Cat CD / Item ID / Item Desc, Minimum Order Qty, Amt, Maximum / Open Qty, Amt. Contains 7 line items for Ford trucks with handwritten annotations #4 and #5.

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000232739
 BOB HURLEY FORD LLC
 745 W 51ST ST
 TULSA OK 74107-8353

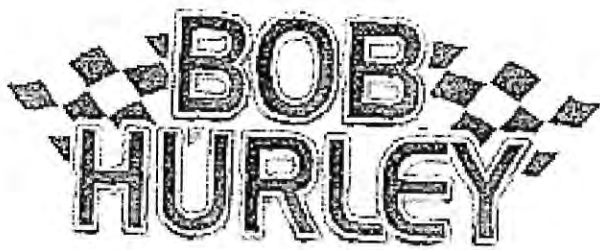
Contract ID 00000000000000000000000000003865			Page 2 of 4	
Contract Dates 09/01/2014 to 08/31/2015	Currency USD	Rate Type CRRNT	Rate Date PO Date	
Description: From Req ID - 0900003889			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	FORD F550 BASE PRICE: \$30,343.00 SEE SPEC/PRICING SHEETS FOR COMPLETE INFORMATION				
8	25101503 / 1000009393 CAR: Compact, Four Door, FORD FOCUS BASE PRICE: \$16,420.00 SEE SPEC/PRICING SHEETS FOR COMPLETE INFORMATION	1.00	1.00	0.00	0.00
9	25101503 / 1000028555 CAR: Full Size, Four Door FORD TAURUS BASE PRICE: \$20,204.00 SEE SPEC/PRICING SHEETS FOR COMPLETE INFORMATION	1.00	1.00	0.00	0.00
10	25101507 / 1000028558 SUV: Full Size Extended Length Utility Vehicle FORD EXPEDITION EL BASE PRICE: \$31,569.00 SEE SPEC/PRICING SHEETS FOR COMPLETE INFORMATION	1.00	1.00	0.00	0.00
11	25101507 / 1000009318 SUV: Full Size 4wd FORD EXPEDITION BASE PRICE: \$27,847.00 SEE SPEC/PRICING SHEETS FOR COMPLETE INFORMATION	1.00	1.00	0.00	0.00
12	25101921 / 1000009348 VAN: 1/2 Ton, Cargo FORD TRANSIT CARGO BASE PRICE: \$20,173.00 SEE SPEC/PRICING SHEETS FOR COMPLETE INFORMATION	1.00	1.00	0.00	0.00
13	25101507 / 1000009420 TRUCK: 1/2 Ton Extended Cab	1.00	1.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



copcars@bobhurleyford.com

7-23-15



Government Sales

405-239-2700 877-239-2707 fax: 405-239-2705

VEHICLE # 4 : 3/4 TON EXT CAB PICKUP

BASE PRICE: \$23,462.00

4x4 : 2,579.00

AM/FM/CD : 235.00

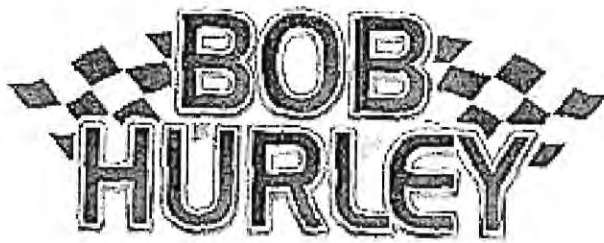
SYNC : 277.30

STEERING WHEEL CONTROLS : 65.80

FORD INTEGRATED BRAKE CONTROL : 253.80

\$26,872.90

NO ADDED EQUIPMENT



copcars@bobhurleyford.com



Government Sales

405-239-2700 877-239-2707 fax: 405-239-2705

7-23-15

VEHICLE # 5 : 3/4 TON REGULAR CAB PICKUP

BASE PRICE:	\$ 21,745.00
BED DELETE:	< 264.00
4X4 :	2,575.00
AM/FM/CD:	235.00
SYNC:	277.30
STEERING WHEEL CONTROLS:	65.80
FOOD INTEGRATED BRAKE CONTROLS	253.80
<hr/>	
TOTAL VEHICLE PRICE:	\$ 24,887.90
EQUIPMENT PRICE:	2,576.50
	<hr/>
	27,464.40

VEHICLE # 5

MSRP: \$2,740.96

SELL: \$2,576.50

QUANTITY	PART NUMBER	DESCRIPTION
1 EA	PB-CV56-84	FURNISH & INSTALL CADET 85X84 WESTERN MODEL •12 GA Tread Plate Floor •4" Structural Channel Long Sills •3" Structural Channel CM •40" Tapered Header w/Sunshade •Tag Bracket - Recessed w/Light •Fuel Spout Bracket-Loose •Weatherproof Wiring Harness •5" Structural Channel Step •Side Pockets w/RR & Spooling •Stamped Tailight Holes 7" x 12" •7 Red L.E.D. Clearance Lights •Paint: Black Polyurethane •All Weather Under-coating FOB OKC
1 EA	PB-CWROLLTUBE	ROLL TUBE HEADER
1 EA	PB-CWRECEIVER2	7" STEP W/2" RECEIVER TUBE. O-RINGS. NOT RATED
1 EA	PB-CWHEADERLIGHTS	2 OVAL LED STOP & TURN LIGHTS MOUNTED IN HEADER FACTORY INSTALLED
1 EA	PB-CWGOOSE	GOOSENECK COMPARTMENT W/30,000# BALL INSTALLED FACTORY INSTALLED

City Commission Meeting

12. 3.

Meeting Date: 08/04/2015

Submitted By: Erin Crawford, Chief Financial Officer

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 the City of Enid renegotiated a no-cost mutual agreement to address mowing and grounds maintenance at the facility on approximately 10 acres of City-owned property. The City of Enid 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.

Attachments

Stover Change Order 1



CHANGE ORDER

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

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 42nd 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

12. 4.

Meeting Date: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$193,411.51.

BACKGROUND:

RECOMMENDATION

PRESENTER:

Attachments

CLAIMSLIST.

JP MORGAN CLAIMSLIST.

City Commission Meeting

15. 1.

Meeting Date: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$16,500.00.

BACKGROUND:

RECOMMENDATION

PRESENTER:

Attachments

CLAIMSLIST.

JP MORGAN CLAIMSLIST.

City Commission Meeting

18.

Meeting Date: 08/04/2015

Submitted By: Ashley Keim, Executive Assistant

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
