



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

BOARD OF COMMISSIONERS

NOTICE OF MEETINGS

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 4th day of January, 2018, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF DECEMBER 19, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. PRESENT DR. MARTIN LUTHER KING JR. HOLIDAY PROCLAMATION.
 3. PRESENT VANCE DEVELOPMENT AUTHORITY UPDATE BY MIKE COOPER.
6. COMMUNITY DEVELOPMENT.

1. CONDUCT A HEARING AND CONSIDER AN ORDINANCE TO REZONE PROPERTY, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 7 WEST, INDIAN MERIDIAN WHICH IS NORTH OF PURDUE AVENUE AND WEST OF CLEVELAND STREET.
2. CONSIDER A SIDEWALK VARIANCE FOR JACK MCFADDEN AT 923 SOUTH OAKWOOD, DESCRIBED AS TRACT # 405 IN NW/4 14-22-7 BEG 990' S OF NW/C OF NW/4. S 330' E 660' N 330' W 660'.
3. CONSIDER A SIDEWALK VARIANCE FOR CHRIS BROWN AT 1407 N. TAYLOR, DESCRIBED AS LOT 10, BLOCK 2 NORTH VAN BUREN INDUSTRIAL PARK.
4. CONSIDER A SIDEWALK VARIANCE FOR CLINT WATKINS AT 4810 W. GARRIOTT ROAD, DESCRIBED AS THE SW/4 SECTION 107, 22 NORTH, RANGE 7.
5. CONSIDER A SIDEWALK VARIANCE FOR GREG STONG AT 410 N. 4TH STREET, DESCRIBED AS THE NORTH 50' OF LOTS 6-12, BLOCK 33 JONESVILLE ADDITION.
7. ADMINISTRATION.
 1. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5 , "PUBLIC SAFETY", CHAPTER 5, "GENERAL OFFENSES", AMENDING ARTICLE G, "WEAPONS, FIREWORKS AND RELATED OFFENSES" SECTION 5-5G-2 "DISCHARGE OF WEAPON; THROWING FIREBALLS"; TO PROVIDE AN EXCEPTION FOR AUTHORIZED FOWL CONTROL AND REMOVE JAIL TIME FROM PUNISHMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
 2. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 5, "PUBLIC SAFETY", CHAPTER 6, "MINORS", ARTICLE B "CURFEW" SECTION 5-6B-4 "VIOLATIONS; PARENTAL RESPONSIBILITY", AND ARTICLE C "TRUANCY", SECTION 5-6C-3 "VIOLATIONS" TO REDUCE FINES AND REMOVE JAIL TIME; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
 3. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY", CHAPTER 5, "GENERAL OFFENSES", ARTICLE C BY AMENDING 5-5C-4 "OFFENSES CONCERNING PUBLIC UTILITIES"; 5-5C-5 "LARCENY"; 5-5C-6 "FRAUDULENT SCHEMES; BAD CHECKS" AND 5-5C-7 "PUMP PIRACY OR LARCENY OF GASOLINE"; TO LOWER FINES AND REMOVE JAIL TIME PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
 4. CONSIDER AN ORDINANCE REPEALING THE ENID MUNICIPAL CODE, 2014, TITLE 9, "BUILDING REGULATIONS" CHAPTER 13, "OIL AND GAS CODE" REPEALING AND THEN RESERVING SECTIONS 9-13-8, 9-13-13, 9-13-14, 9-13-15, 9-13-16, AND 9-13-17 TO REMOVE SECTIONS CONFLICTING WITH STATE LAW AND RESERVE THEM FOR FUTURE USE; AMENDING SECTION 9-13-2 "INTENT AND PURPOSE" TO ACKNOWLEDGE STATE LAW AND THE AUTHORITY TO REGULATE PROVISIONS AND CERTAIN OIL AND GAS OPERATIONS;SECTION 9-13-6 "PERMIT REQUIREMENTS" TO REMOVE UNNECESSARY SECTIONS, ADD CREDIT CARDS AS A FORM OF PAYMENT; SECTION 9-13-7 "INSURANCE AND BOND REQUIREMENTS" TO INCREASE THE MONETARY BOND REQUIREMENT COMMERCIAL LIABILITY COVERAGE FOR INSURANCE AND LISTING THE CITY AS ADDITIONALLY INSURED; SECTION 9-13-25

“NOISE, DUST, ODORS, AND OTHER NUISANCES” TO LIMIT THE AMOUNT OF DECIBELS THAT AN OPERATING PRODUCES TO 75 DECIBELS NEAR CERTAIN STRUCTURES;SECTION 9-13-35 ENTITLED “VIOLATIONS” TO SIMPLIFY WHAT ACTIONS CONSTITUTE A VIOLATION OF THE ORDINANCE. PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

- 8. CONSENT.**
 - 1. ACCEPT SIDEWALK AND UTILITY EASEMENT FROM RANDALL SCOTT CONRADY JR. OF ENID, OKLAHOMA, FOR THE 2017 ADA COMPLIANCE PROJECT AROUND ADAMS SCHOOL, PROJECT NO. M-1707, IN THE AMOUNT OF \$2,450.00.**
 - 2. ACCEPT SANITARY SEWER IMPROVEMENT PROJECT TO SERVE SPALDING’S GARDENS ADDITION, BLOCK 4, PROJECT NO. S-1711A.**
 - 3. ACCEPT THE WATER LINE IMPROVEMENT PROJECT TO SERVE STATE FARM, ENID, OKLAHOMA, PROJECT NO. W-1714A.**
 - 4. APPROVAL OF CLAIMS IN THE AMOUNT OF \$595,806.14.**
- 9. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
- 10. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
- 11. ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
 - 1. AWARD THE PURCHASE OF ONE 311E VAC-CON COMBINATION SEWER CLEANER FOR THE PUBLIC UTILITIES DIVISION, FROM FRONTIER EQUIPMENT SALES, YUKON, OKLAHOMA, IN THE AMOUNT OF \$330,542.28.**
 - 2. APPROVE TRANSFER OF OWNERSHIP OF PIPE LINES AND RIGHTS-OF-WAY WITH KOCH FERTILIZER ENID, LLC OF CERTAIN RE-USE (PROCESS WATER) LINES.**
 - 3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$706,232.47.**
- 12. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.**
- 13. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
- 14. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
 - 1. RESOLUTION RATIFYING THE TRUST MANAGER’S WRITTEN CONSENT TO ALLOW ENIDBWP, L.L.C. TO ASSIGN PAYMENTS FROM EEDA TO ENIDBWP, L.L.C.’S LENDERS/ MORTGAGE.**
 - 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.**
- 15. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.**

16. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
17. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,022.48.
18. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
19. PUBLIC COMMENTS.
20. ADJOURN.

City Commission Meeting

4.

Meeting Date: 01/04/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF DECEMBER 19, 2017.

BACKGROUND:

RECOMMENDATION:

PRESENTER:

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 19TH DAY OF DECEMBER 2017

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 19th day of December 2017, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2016 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 18th day of December 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Ezzell.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Lee Gentile.

Pastor Mendenhall from World Harvest Church gave the Invocation, and Commissioner George Pankonin led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Pankonin to approve the minutes of the regular Commission meeting of December 5, 2017, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald presented “Santa’s Little Helper” (or “Little”, for short), an 8-month-old female Terrier mix available for adoption at the Enid Animal Shelter.

Motion was made by Commissioner Pankonin and seconded by Commissioner Janzen to appoint Ms. Barbara Finley as the Ward 2 representative on the Special Sales Tax Oversight Committee, to serve a term through March 1, 2020, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Janzen and seconded by Commissioner Pankonin to adopt an ordinance amending the Enid Municipal Code, 2014, Title 1, entitled “Administration”, Chapter 4, entitled “General Penalty”, amending Section 1-4-1, entitled “Penalties for Violations”, to require a conviction of the previous offense prior to the imposition of the enhanced punishment; providing for savings, severability and codification, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2017-28

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED “ADMINISTRATION”, CHAPTER 4, ENTITLED “GENERAL PENALTY”, AMENDING SECTION 1-4-1 ENTITLED “PENALTIES FOR VIOLATIONS” TO REQUIRE A CONVICTION OF THE PREVIOUS OFFENSE PRIOR TO THE IMPOSITION OF THE ENHANCED PUNISHMENT; PROVIDING FOR SAVINGS, SEVERABILITY, AND CODIFICATION.

Motion was made by Commissioner Waddell and seconded by Commissioner Norwood to adopt an ordinance amending the Enid Municipal Code, 2014, Title 1, entitled “Administration”, Chapter 11, entitled “Municipal Court”, Section 1-11-4, entitled “Municipal Judges”, to provide for the hiring of an acting judge; providing for repealer, savings clause, severability and codification, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2017-29

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED “ADMINISTRATION,” CHAPTER 11, ENTITLED “MUNICIPAL COURT,” SECTION 1-11-4, ENTITLED “MUNICIPAL JUDGES,” TO PROVIDE FOR THE HIRING OF AN ACTING JUDGE, PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

Chief Financial Officer Erin Crawford addressed commissioners and noted that at the study session December 5, 2017 an update on the Roadway and Trail Improvement Projects on Cleveland Street and Chestnut Avenue Intersection and on Cleveland Boulevard had been provided by Engineering. At that time, they explained that a secondary payment going to the Oklahoma Department of Transportation (ODOT) for both the Roadway and Trail Improvement Projects on Cleveland Street and Chestnut Avenue Intersection and on Cleveland Boulevard totaled \$969,000.00, and at that time they showed a shortage \$105,000.00 of funding, based on what was

budgeted. They line-itemed through those projects and found some savings in some other projects that came in under budget, which resulted in the need for an appropriation of only \$60,000.00 to fund the rest of the projects.

Motion was made by Commissioner Waddell and seconded by Commissioner Janzen to approve a resolution increasing the 2017-2018 Capital Improvement Fund Budget by appropriating additional funds in the amount of \$60,000.00, to fund Roadway and Trail Improvement Projects on Cleveland Street and Chestnut Avenue Intersection and on Cleveland Boulevard, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Mayor Shewey noted that a correction was needed on the agreement for Item 8.1, Approve And Execute A Second Amendment To The Interlocal Cooperation Agreement Between The City Of Enid, Garfield County, And Major County For The 911 Board Of Enid, Garfield County And Major County, to replace the name of former Commissioner Rodney Timm with Commissioner Ben Ezzell.

Motion was made by Commissioner Pankonin and seconded by Commissioner Norwood to approve staff recommendations, including Item 8.1 as amended, on the following consent items as listed, and the vote was as follows:

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

NAY: None.

- (1) Approval of Second Amendment to the Interlocal Cooperation Agreement between the City of Enid, Garfield County, and Major County for the 911 Board of Enid, Garfield County, and Major County;
- (2) Acceptance of work in Project Nos. S-1109A, S-1210A, S-1411A, S-1419A, S-1501A, S-1611A, S-1709, W-1115A, W-1310A, W-1414A, and W-1605A, for privately funded projects that have been constructed in accordance with City standards;

- (3) Acceptance of the following described Sidewalk and Utility Easement from Mr. David Paul Fisher, a 15' x 15' triangle totaling 0.0026 acres on the NW/C of East Randolph Avenue and North 24th Street, for Project No. M-1707, 2017 ADA Compliance Project to construct accessible sidewalk and compliant access ramps around Adams School, in the amount of \$2,450.00;

(Copy Description)

- (4) Acceptance of the following described Sidewalk and Utility Easement from Shabby-Chic Properties, LLC, a 25 x 25 triangle totaling 0.008 acres on the NE/C of East Elm Avenue and North 24th Street, for Project No. M-1707, 2017 ADA Compliance Project to construct accessible sidewalk and compliant access ramps around Adams School, in the amount of \$2,450.00;

(Copy Description)

- (5) Approval of payment to the Oklahoma Department of Transportation (ODOT) for Project Nos. R-1311A and R-1311B, Roadway and Trail Improvement Projects on Cleveland Street and Chestnut Avenue Intersection and on Cleveland Boulevard, from North of Chestnut Avenue to the Burlington Northern Santa Fe (BNSF) Railroad Crossing, in the amount of \$969,446.95;

- (6) Approval of Agreement for Professional Engineering Services with Cowan Group Engineering, LLC, Oklahoma City, Oklahoma, for Project No. R-1801A, Design of Street Reconstruction as Part of Local Street Program 2017-2018 in an amount not to exceed \$159,310.00;

- (7) Approval of renewal of General Liability, Public Officials Errors and Omissions, Law Enforcement/Personal Injury, Automobile Liability, and Property and Electronic Data Processing Insurance for the City of Enid and its related trust authorities, with Oklahoma Municipal Assurance Group, Edmond, Oklahoma, in the amount of \$419,832.00;

- (8) Approval of an Interlocal Contract for Cooperative Purchasing between Houston-Galveston Area Council (H-GAC) and the City of Enid;

- (9) Approval of a Resolution authorizing the City of Enid to become a member of the National Joint Powers Alliance (NJPA);

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Ezzell.

Motion was made by Trustee Wilson and seconded by Trustee Waddell to approve a resolution increasing the 2017-2018 Fiscal Financial Plan for the Enid Municipal Authority, in the amount of \$60,000.00, to fund Roadway and Trail Improvement Projects on Cleveland Street and Chestnut Avenue Intersection and on Cleveland Boulevard, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: Trustee Ezzell.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS –

Ms. Diane Levesque, 1324 West Oak Avenue, addressed Commissioners in support of the Coach a Kid Program that had been discussed during the Study Session.

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

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

NAY: None.

The meeting adjourned at 6:43 P.M.

City Commission Meeting

6.1.

Meeting Date: 01/04/2018

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONDUCT A HEARING AND CONSIDER AN ORDINANCE TO REZONE PROPERTY, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 7 WEST, INDIAN MERIDIAN WHICH IS NORTH OF PURDUE AVENUE AND WEST OF CLEVELAND STREET.

BACKGROUND:

This item concerns a 60 acre tract located approximately 700 feet north of Purdue Avenue on the west side of Cleveland Street. The applicant is requesting to rezone the property from A Agriculture District to R-2 Single Family District.

Envision Enid Comprehensive Plan classifies the land use as Agriculture and Open Space. The Engineering Department evaluated the water and sanitary sewer and determined they are adequate for the proposed rezoning. Engineering does not consider the unimproved part of Cleveland adjacent to the site to be adequate to serve R-2 zoning. The Transportation Plan did not identify any improvements to this part of Cleveland.

The surrounding zoning is Agriculture to the north, south, west and part of the east side across Cleveland Street along with the R-3 PUD in the North Mark Estates Addition.

On December 18, 2017 the Metropolitan Area Planning Commission voted unanimously to recommend approval.

RECOMMENDATION:

Conduct hearing and consider rezoning.

PRESENTER:

Chris Bauer, Planning Administrator

Attachments

Location map

Ordinance



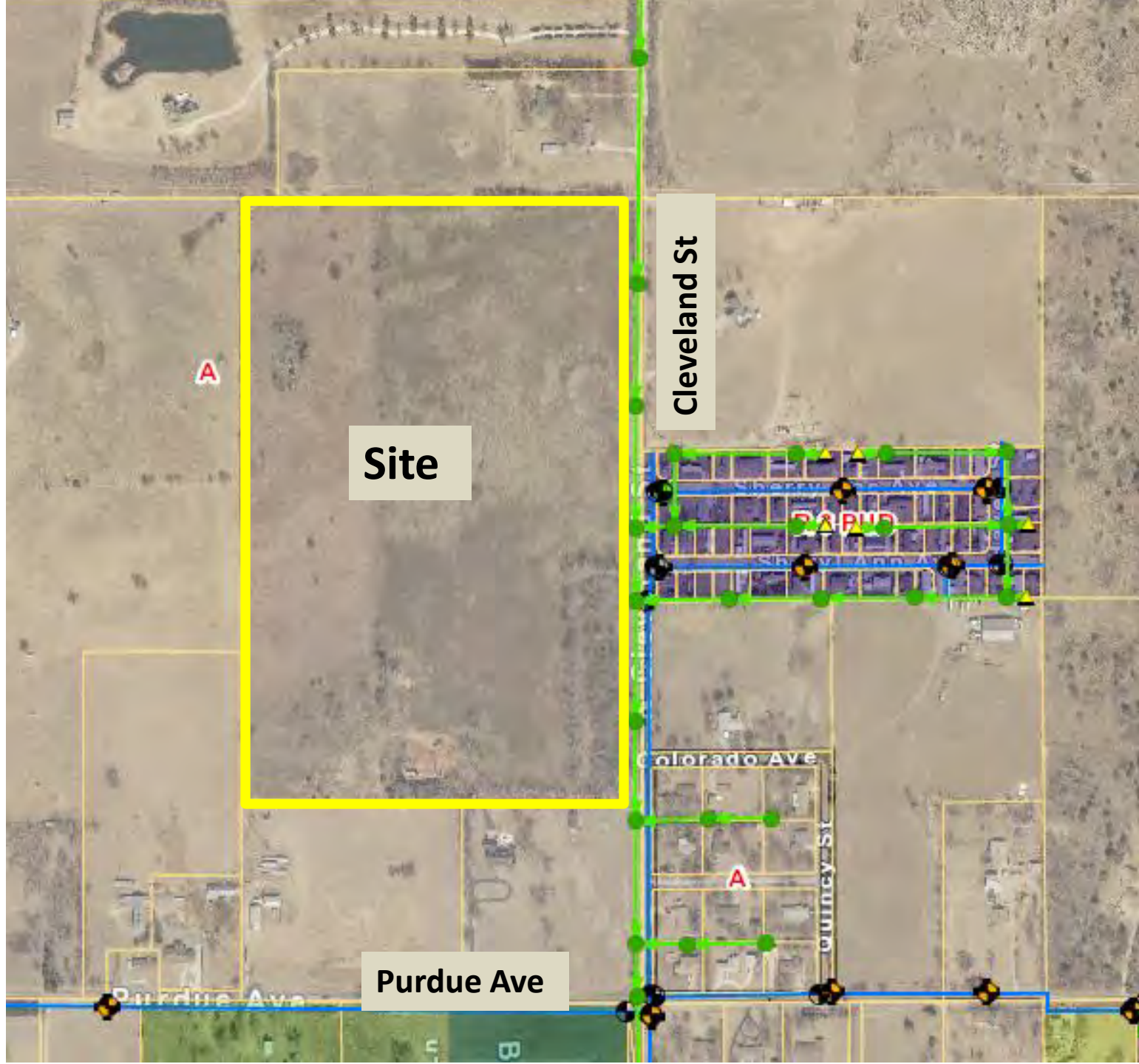
Site



Cleveland St

Purdue Ave

Sherry
Sherry



Cleveland St

Site

RAPID

Colorado Ave



Quincy St

Purdue Ave

A

A

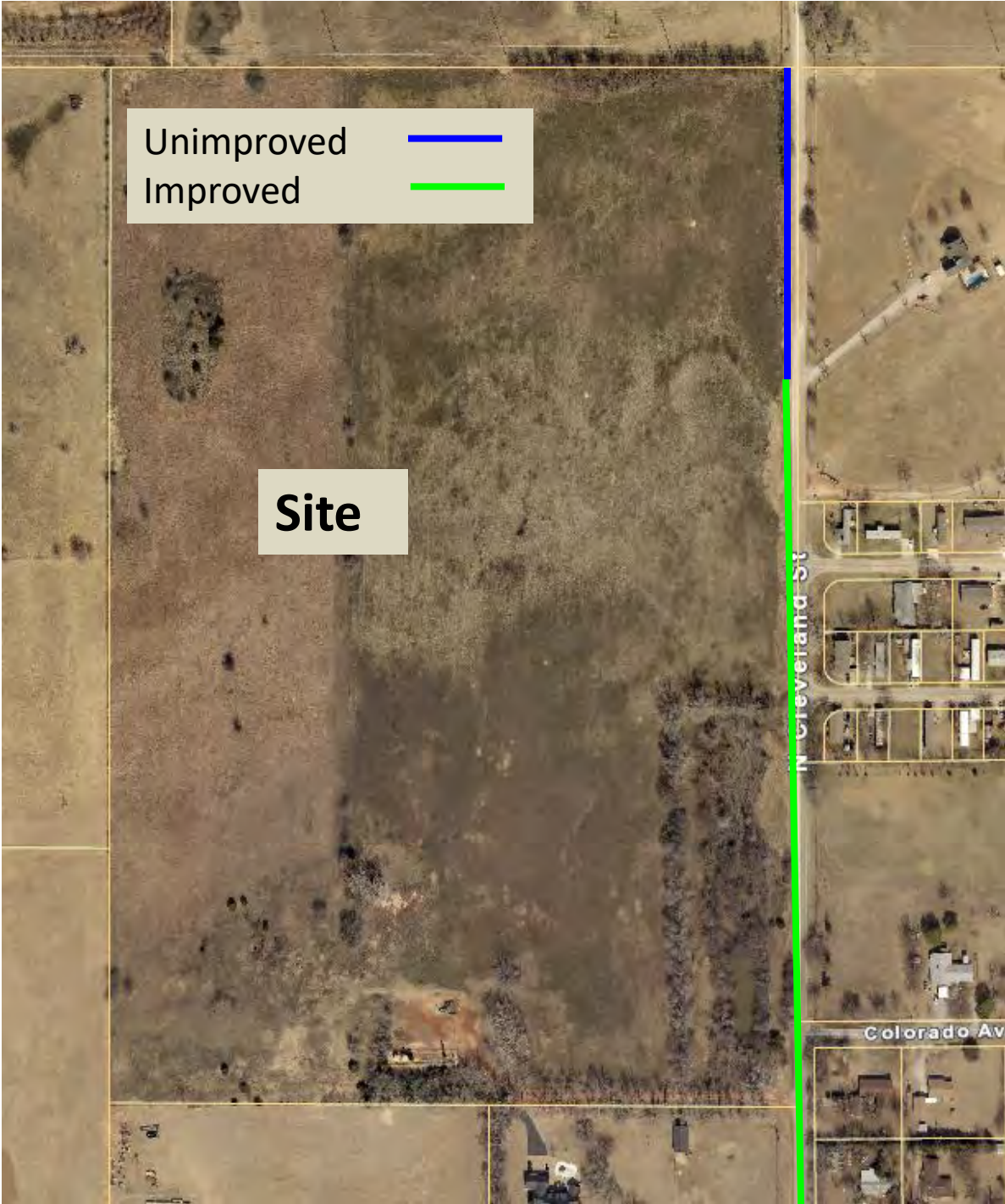
B

Unimproved 
Improved 

Site

N Cleveland St

Colorado Av



ORDINANCE NO. 2018- _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", AMENDING THE ZONING MAP TO CHANGE THE NE/4 OF THE SE/4 AND THE NORTH ½ OF THE SE/4 OF THE SE/4 OF SECTION 26, TOWNSHIP 23 NORTH, RANGE 7 WEST, I.M.. TO REZONE CERTAIN PROPERTY AS R-2 SINGLE FAMILY RESIDENTIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by changing the following to I-3 Industrial Heavy District:

- A. The Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) and the North Half (N/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Twenty-six (26), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma is changed to R-2 Single Family Residential District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 4th day of January, 20187.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

6.2.

Meeting Date: 01/04/2018

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER A SIDEWALK VARIANCE FOR JACK MCFADDEN AT 923 SOUTH OAKWOOD, DESCRIBED AS TRACT # 405 IN NW/4 14-22-7 BEG 990' S OF NW/C OF NW/4. S 330' E 660' N 330' W 660'.

BACKGROUND:

Mr. McFadden applied for a building permit to erect a new building at 923 South Oakwood. Section 10-6-1: B.1 sidewalks are required in new developments. See attached Variance Petition for reasons desiring approval. The property is zoned C-2 Planned Business Center District.

On December 18, 2017 the Metropolitan Area Planning Commission voted 6 to 2 to recommend denial.

RECOMMENDATION:

Consider variance.

PRESENTER:

Chris Bauer, Planning Administrator

Attachments

Variance petition

Location map



Planning & Zoning Department
Chris Bauer, Planning Administrator
cbauer@enid.org
580-616-7217
PO Box 1768, 401 West Garriott
Enid OK 73702

VARIANCE PETITION

(Due 20 days prior to Metropolitan Area Planning Commission meeting date)

Location: 923 S. OAKWOOD (street address):

Legal description: TR#405 IN NW/4 14-22-7 REG 990'S OF NW/4 OF NW/4. S
330' E 660' N 330' W 660'

Current zoning of property: C-2

Variance Request: NO SIDEWALK ON OAKWOOD RD.

Section: 10-6-1: B. 1

Reasons for desiring approval of the Variance are as follows: (additional pages may be added)

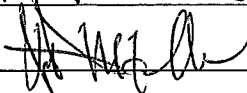
SIDEWALK TO NOWHERE, NEW STRUCTURE SITS BEHIND EXISTING STRUCTURE
WILL HAVE SIDEWALK AROUND NEW STRUCTURE
I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this 10 day of NOV. 2017, _____.

Applicant's signature: 

Telephone: 580-231-0643

Printed Name: JACK McFADDEN

Email: KODIAKCONSTRUCTION60
YAHOO

Address: 2925 N. ADAMS ENID, OK 73701

Date of Hearing set for the 13 day of Dec, 2017.

W Owen K Garriott Rd

412

Oakwood Rd

Overland Trail

Oregon Trail

Craftsman Dr

Pike Trail

ado Trail

Santa Fe Trail

onora Trail



S Oakwood Rd



City Commission Meeting

6.3.

Meeting Date: 01/04/2018

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER A SIDEWALK VARIANCE FOR CHRIS BROWN AT 1407 N. TAYLOR, DESCRIBED AS LOT 10, BLOCK 2 NORTH VAN BUREN INDUSTRIAL PARK.

BACKGROUND:

Mr. Brown applied for a building permit to erect a new building at 1407 N. Taylor. Section 10-6-1: B.5 sidewalks are required when additions are added. See attached Variance Petition for reasons desiring approval. The property is zoned I-2 Light Industrial.

On December 18, 2017 the Metropolitan Area Planning Commission voted unanimously to recommend approval.

RECOMMENDATION:

Consider variance.

PRESENTER:

Chris Bauer, Planning Administrator

Attachments

Variance petition

Location map



Planning & Zoning Department
Chris Bauer, Planning Administrator
cbauer@enid.org
580-616-7217
PO Box 1768, 401 West Garriott
Enid OK 73702

VARIANCE PETITION

(Due 20 days prior to Metropolitan Area Planning Commission meeting date)

Location: 1407 N Taylor Enid OK 73703 (street address):

Legal description: LOT 10 BLOCK 25d-E 37 NORTH VAN BUREN INDUSTRIAL PARK
SE / 4122-7

Current zoning of property: INDUSTRIAL I-2 ZONED

Variance Request: SIDEWALK.

Section: 10-6-1(B)5

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) DID AREA, DID DEVELOPMENT, NO OTHER SIDEWALKS, AREA IS ALL 20+ YEAR BLD, NO ROOM FOR NEW DEVELOPMENT (ALL) LOTS TAKEN.

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

- 1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
- 2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
- 3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
- 4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this 2 day of OCTOBER, _____.

Applicant's signature: Chris Brown

Telephone: 580 554 0134

Printed Name: Chris Brown

Email: _____

Address: 1407 N Taylor

Date of Hearing set for the _____ day of _____.



W Spruce Ave

Taylor St

N Tyler St

W Cherry Ave

W Poplar Ave

81

N Van Buren St



Taylor St

Site

W Poplar Ave

City Commission Meeting

6.4.

Meeting Date: 01/04/2018

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER A SIDEWALK VARIANCE FOR CLINT WATKINS AT 4810 W. GARRIOTT ROAD, DESCRIBED AS THE SW/4 SECTION 107, 22 NORTH, RANGE 7.

BACKGROUND:

Mr. Watkins applied for a building permit to erect a warehouse at 4810 W. Garriott Road. Section 10-6-1: B.4 sidewalks are required when additions are added. See attached Variance Petition for reasons desiring approval. The property is zoned C-3 General Commercial.

On December 18, 2017 the Metropolitan Area Planning Commission voted 5 to 3 to recommend denial.

RECOMMENDATION:

Consider variance.

PRESENTER:

Chris Bauer, Planning Administrator

Attachments

Variance petition

Location map



Planning & Zoning Department
Chris Bauer, Planning Administrator
cbauer@enid.org
580-616-7217
PO Box 1768, 401 West Garriott
Enid OK 73702

VARIANCE PETITION

(Due 20 days prior to Metropolitan Area Planning Commission meeting date)

Location: 4810 W. Garriott (street address):

Legal description: S.W. 1/4 of Sec. 107 22 N. R. 7 W
Garfield Co. OK.

Current zoning of property: C-3

Variance Request: Exemption from sidewalk requirement

Section: sidewalk requirement 10-6-1: B-1

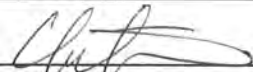
Reasons for desiring approval of the Variance are as follows: (additional pages may be added) Sidewalk
requirement 10-6-1: B-1. Curtright Honda received variance,
Sidewalk does not connect to neighbor hood, sidewalk does not continue
I, or we, have attached a site plan of the proposed construction. to east.

I, or We, hereby petition the Metropolitan Area Planning Commission and Mayor and Board of Commissioners for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this 18 day of October, 2017.

Applicant's signature: 

Telephone: 580 747 5695

Printed Name: Clint Watkins

Email: clintwwatkins@gmail.com

Address: 11721 W. Great Lakes Rd.

Date of Hearing set for the 20 day of November, 2017.



412

Mill Run

st Brow



Site

Owen K Garriott Rd

412

W Ov

City Commission Meeting

6.5.

Meeting Date: 01/04/2018

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER A SIDEWALK VARIANCE FOR GREG STONG AT 410 N. 4TH STREET, DESCRIBED AS THE NORTH 50' OF LOTS 6-12, BLOCK 33 JONESVILLE ADDITION.

BACKGROUND:

Mr. Stong applied for a building permit to erect a new building at 410 N. 4th Street. Section 10-6-1: B.1 sidewalks are required in new developments. See attached Variance Petition for reasons desiring approval. The property is zoned I-2 Light Industrial.

On December 18, 2017 the Metropolitan Area Planning Commission voted unanimously to recommend approval.

RECOMMENDATION:

Consider variance.

PRESENTER:

Chris Bauer, Planning Administrator

Attachments

Variance petition

Reasons

Site Plan

Location map



Planning & Zoning Department
Chris Bauer, Planning Administrator
cbauer@enid.org
580-616-7217
PO Box 1768, 401 West Garriott
Enid OK 73702

VARIANCE PETITION

(Due 20 days prior to Metropolitan Area Planning Commission meeting date)

Location: 410 N. 4th Street, Enid OK 73701 (street address):

Legal description: N 50' Lots 6-12 Blk 33 Jonesville Addn.

Current zoning of property: I-2

Variance Request: variance on sidewalk requirement

Section: 10-6-1: B.1. New Development

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) Industrial zoning.
See attached "List of Reasons"

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this 16th day of October, 2017.

Applicant's signature: 

Telephone: 580-551-9270

Printed Name: Greg Stong

Email: greg.stong@raymondjames.com

Address: 1610 W. Oklahoma Ave

Date of Hearing set for the _____ day of _____, _____.

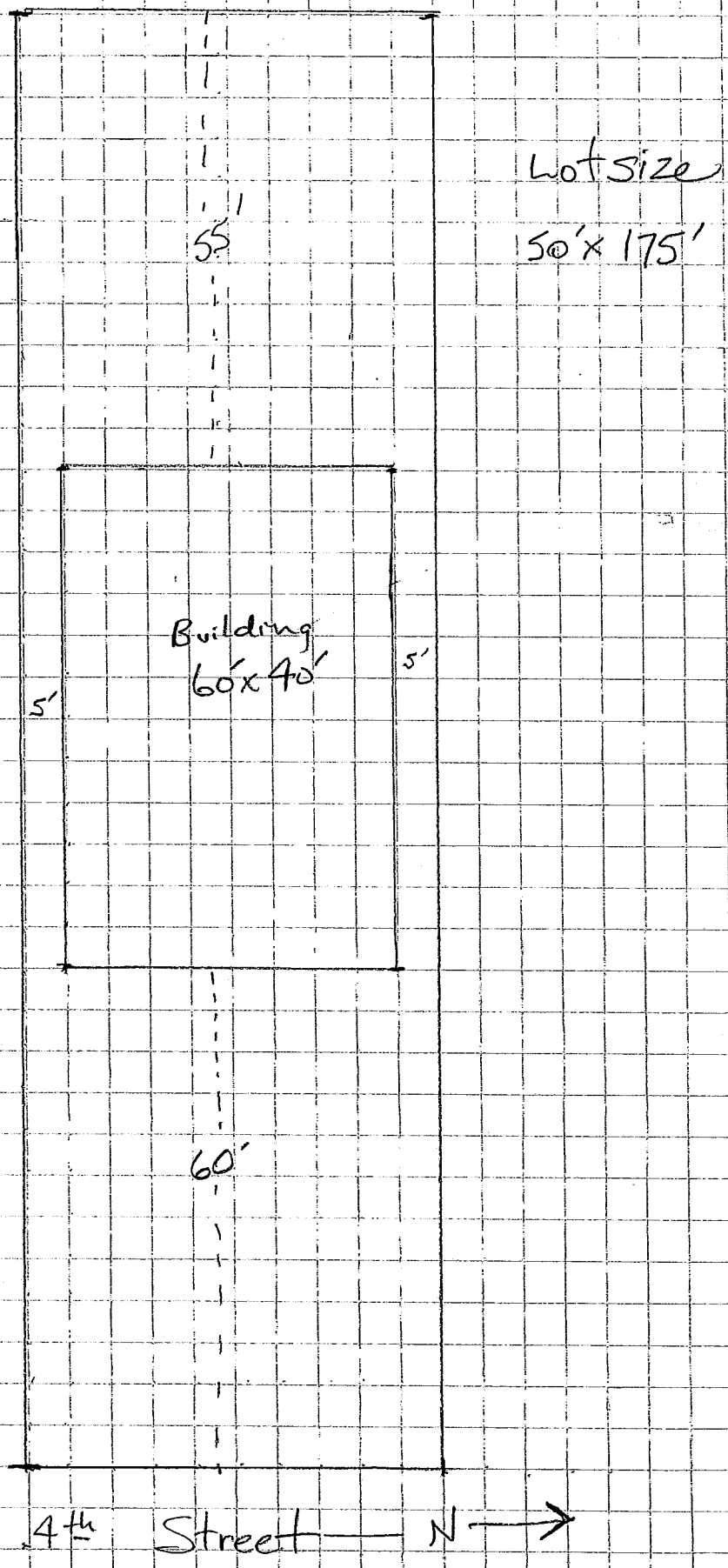
List of Reasons

For sidewalk variance petition

410 N 4th Street

1. This area is zoned I-1 Light Industrial
2. No other sidewalks exist on the West side of 4th Street from Elm to Willow.
3. A sidewalk is in place on the East side of the street for 2 blocks North of Elm which can service any foot traffic going to Garfield Elementary to the East.
4. This area has relatively high vehicle traffic and very little to no foot traffic.

Plot Plan — 410 N 4th Greg Stong





N 3rd St

N 4th St

N 5th St

E Elm Ave

E Pine Ave

E Maple Ave

E Maple Ave

E Maple Ave



Site

E Elm Ave

N 4TH Street

N

City Commission Meeting

7.1.

Meeting Date: 01/04/2018

Submitted By: Carol Lahman, City Attorney

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5 , “PUBLIC SAFETY”, CHAPTER 5, “GENERAL OFFENSES”, AMENDING ARTICLE G, “WEAPONS, FIREWORKS AND RELATED OFFENSES” SECTION 5-5G-2 “DISCHARGE OF WEAPON; THROWING FIREBALLS”; TO PROVIDE AN EXCEPTION FOR AUTHORIZED FOWL CONTROL AND REMOVE JAIL TIME FROM PUNISHMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This ordinance was reviewed at the December 19th study session. The ordinance adds an exception for fowl control that will allow landowners to use nonlethal means to disperse geese to protect growing crops. It was requested by farmers who are growing wheat on commercially zoned property within the city limits. The exception requires authorization by the city manager. The ordinance also removes jail time from the punishment.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Ordinance

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY", CHAPTER 5, "GENERAL OFFENSES", AMENDING ARTICLE G, "WEAPONS, FIREWORKS AND RELATED OFFENSES" SECTION 5-5G-2 "DISCHARGE OF WEAPON; THROWING FIREBALLS"; TO PROVIDE AN EXCEPTION FOR AUTHORIZED FOWL CONTROL AND REMOVE JAIL TIME FROM PUNISHMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 5, Article G, Section 5-5G- 2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

5-5G-2: DISCHARGE OF WEAPON; THROWING FIREBALLS:

A. Prohibited Acts: No person shall discharge any handgun, pistol, rifle, shotgun, firearm, air gun, BB gun, or throw any fireballs in the city.

B. Exceptions: The provisions of subsection A of this section shall not apply to:

1. City of Enid employees, agents for the city of Enid, and police and other law enforcement officers, while engaged in the lawful performance of their official duties; or
2. Members of the armed forces of the United States or the national guard engaged in their official functions; or
3. The discharge of any shotgun, using pellets with no larger than number 2 diameter birdshot, air gun or BB gun upon any land zoned agriculture, except for any discharge of such weapons occurring within three hundred feet (300') of any adjoining or adjacent property; or
4. Persons while they are exercising their rights of defense of self, others or property; or
5. Any firearm range authorized by the city manager; or
6. The discharge of any shotgun, firing a single rifled slug, or black powder rifle upon any land zoned agriculture, during the days of any official deer hunting season as established by the state hunting regulations, as such regulations currently exist, or as may be hereinafter amended, except for any discharge of a shotgun or black powder rifle occurring within three hundred feet (300') of any adjoining or adjacent property; or,

7. The discharge of a weapon, loaded with blanks, to disperse fowl from property as part of wildlife control as authorized by the city manager.

C. Seizure Of Weapons³: The police department shall seize the firearm, handgun, pistol, rifle, shot gun, BB gun or air gun used upon the arrest of, or issuance of a citation to, any person for violating subsection A of this section. Upon conviction of such a person of a violation of subsection A of this section, such firearm, BB gun or air gun shall be forfeited to the city.

D. Violation: The violation of this section shall be punishable by a fine of not more than five hundred dollars (\$500.00) plus costs, ~~or by imprisonment for up to sixty (60) days, or by both such fine and imprisonment.~~ (Ord. 2014 -10, 4-6-2014)

Section III: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section IV: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section V: Codification. This ordinance shall be codified as Title 5, Chapter 5, Article G, Section 5-5G-2 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this __ day of January, 2018.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa K. Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

7.2.

Meeting Date: 01/04/2018

Submitted By: Carol Lahman, City Attorney

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 5, "PUBLIC SAFETY", CHAPTER 6, "MINORS", ARTICLE B "CURFEW" SECTION 5-6B-4 "VIOLATIONS; PARENTAL RESPONSIBILITY", AND ARTICLE C "TRUANCY", SECTION 5-6C-3 "VIOLATIONS" TO REDUCE FINES AND REMOVE JAIL TIME; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This ordinance was reviewed at the December 19th study session. The ordinance reduces the fines and removes jail time from the punishment for these offenses.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Ordinance

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 5, “PUBLIC SAFETY”, CHAPTER 6, “MINORS”, ARTICLE B “CURFEW” SECTION 5-6B-4 “VIOLATIONS; PARENTAL RESPONSIBILITY”, AND ARTICLE C “TRUANCY”, SECTION 5-6C-3 “VIOLATIONS” TO REDUCE FINES AND REMOVE JAIL TIME; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 5, Chapter 6, Article B “Curfew”, Section 5-6B-4 of the Enid Municipal Code, 2014 is hereby amended to read as follows:

5-6B-4: VIOLATIONS; PARENTAL RESPONSIBILITY:

A. Arrest; Juvenile Court:

1. Taking Minor Into Custody: A police officer who has probable cause to believe that a minor is in violation of this article shall arrest the minor and take such minor to the police station. At that time, the minor's parent, legal guardian or adult person having the care and custody of the minor shall be immediately contacted. When the parent, legal guardian or adult person having care and custody of such minor arrives at the police station, or when such minor is taken to the residence of such parent, legal guardian or adult person having the care and custody of the minor, such parent, legal guardian or adult person having the care and custody of the minor shall be given a copy of this section and the notice, as provided in subsection B of this section.
2. Appear In Juvenile Court: The minor and parent, legal guardian, or adult person having the care and custody of the minor shall be required to sign a document ("promise to appear") evidencing their promise that the minor and parent, legal guardian or adult person having the care and custody of the minor will appear before the municipal juvenile court at the date and time that the minor has been scheduled to appear before the municipal juvenile court. The minor and parent, legal guardian, or adult person having the care and custody of the minor shall be given a copy of the promise to appear.
3. Refer To Youth And Family Services: If no such parent, legal guardian or adult person having the care and custody of the minor takes custody of the minor, the minor may be referred to youth and family services pursuant to state law, released to a responsible adult or relatives, or such other action as the police officials deem necessary.

- B. Charging Minor With Violation; Notice To Parent: In the case of a violation of this article by a minor, the minor shall be charged with violation of curfew. In addition, the police shall send the minor's parent, legal guardian or adult person having the care and custody of the minor, written notice of the violation, by certified mail, return receipt requested, or by serving such notice personally on such person, warning them that further violations may result in the filing of a charge against such parent, legal guardian or adult person having the care and custody of the minor for a violation of subsection C of this section.
- C. Parental Responsibility: No parent, legal guardian or other adult person having the care and custody of a minor shall permit such minor to violate the provisions of section [5-6B-2](#) of this article. In any prosecution for violation of the provisions of this article, conviction of the minor for violation of section [5-6B-2](#) of this article, together with proof that the parent, legal guardian or adult person having the care and custody of such minor was given written notice of a previous violation of section [5-6B-2](#) of this article, shall constitute in evidence a prima facie presumption that the parent, legal guardian or adult person having the care and custody of such minor permitted such minor to violate section [5-6B-2](#) of this article.
- D. Penalty: The violation of this article shall be punishable by a fine of up to two hundred dollars (\$200.00) plus costs for a first offense and a fine of up to four hundred dollars (\$400.00) plus costs for second and subsequent offenses. ~~a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense.~~ (Ord. 2014-11, 5-6-2014)

Section 2: That Title 5, Chapter 6, Article C “Truancy”, Section 5-6C-3 of the Enid Municipal Code, 2014 is hereby amended to read as follows:

5-6C-3: VIOLATIONS:

- A. Separate Offense Each Day: Each separate day of violation shall constitute a separate offense whether against the parent of a minor for violation of subsection [5-6C-1A](#) of this article, or the minor for violation of subsection [5-6C-1B](#) of this article.
- B. Penalty: The violation of this article, for the first offense, shall be punishable by a fine of not less than twenty five dollars (\$25.00) nor more than fifty dollars (\$50.00) plus costs ~~or imprisonment for not more than five (5) days, or both such fine and imprisonment~~; the second offense shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) plus costs ~~or imprisonment for not more than ten (10) days, or both such fine and imprisonment~~; the third or subsequent offense shall be punishable by a fine of not less than one hundred dollars (\$100.00) nor more than two hundred fifty dollars (\$250.00) plus costs ~~or imprisonment for not more than fifteen (15) days, or both such fine and imprisonment~~. (Ord. 2013-57, 12-17-2013)

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 5, Chapter 6, Article B, Section 5-6B-4 and Title 5, Chapter 6, Article C, Section 5-6C-3 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this _____ day of January, 2018.

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

7.3.

Meeting Date: 01/04/2018

Submitted By: Carol Lahman, City Attorney

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY", CHAPTER 5, "GENERAL OFFENSES", ARTICLE C BY AMENDING 5-5C-4 "OFFENSES CONCERNING PUBLIC UTILITIES"; 5-5C-5 "LARCENY"; 5-5C-6 "FRAUDULENT SCHEMES; BAD CHECKS" AND 5-5C-7 "PUMP PIRACY OR LARCENY OF GASOLINE"; TO LOWER FINES AND REMOVE JAIL TIME PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This ordinance was reviewed at the December 19th study session. The ordinance reduces the fine and removes jail time from the punishment.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Ordinance

ORDINANCE NO. 2018-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, "PUBLIC SAFETY", CHAPTER 5, "GENERAL OFFENSES", ARTICLE C BY AMENDING 5-5C-4 "OFFENSES CONCERNING PUBLIC UTILITIES"; 5-5C-5 "LARCENY"; 5-5C-6 "FRAUDULENT SCHEMES; BAD CHECKS" AND 5-5C-7 "PUMP PIRACY OR LARCENY OF GASOLINE"; TO LOWER FINES AND REMOVE JAIL TIME PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 5, Chapter 5, Sections 5-5C-4, 5-5C-5, 5-5C-6, 5-5C-7 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

5-5C-4: OFFENSES CONCERNING PUBLIC UTILITIES:

A. Destruction of Public Utility Property or Obtaining Service from Public Utility Without Authority:

1. No unauthorized person shall open or close any valve or meter or tamper with or destroy, lay or change any conduits, pipes, pipelines, electric lines or any other equipment or installation of any type whatsoever belonging to or forming a part of a waterworks system, a natural gas distribution system, electrical system or any other type of public utilities.
2. No person shall obtain any water, gas, electricity or other type of service from any public utility, except by express authorization and in the manner directed by such public utility.
- ~~2.3.~~ The violation of this subsection shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs.

~~B. Obtaining Service From Public Utility Without Authorization:~~

- ~~1. No person shall obtain any water, gas, electricity or other type of service from any public utility, except by express authorization and in the manner directed by such public utility.~~
- ~~2. The violation of this subsection shall be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs. (Ord. 2013-46, 11-19-2013)~~

5-5C-5: LARCENY:

- A. Prohibition: No person shall commit the offense of petit larceny.
- B. Definition: Under this section, "petit larceny" shall be defined as the larceny of merchandise, the value of which is less than five hundred dollars (\$500.00) from a retail or wholesale establishment.
- C. Violation: The violation of this section shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs, ~~unless the person charged has been convicted previously of petit larceny or grand larceny, then the violation is punishable by imprisonment up to sixty (60) days or a fine of seven hundred fifty dollars (\$750.00) plus costs, or both.~~ (Ord. 2013-46, 11-19-2013)

5-5C-6: FRAUDULENT SCHEMES; BAD CHECKS:

- A. Definitions: As used in this section, the following terms shall have the meanings ascribed to them in this subsection:

CREDIT: Shall be construed to mean an arrangement or understanding with the bank or depository for the payment of such check, draft or order.

FALSE OR BOGUS CHECK OR CHECKS: Includes checks or orders given for money or property, or in any cases where the maker receives a benefit or thing of value, which are not honored on account of insufficient funds of the maker to pay same, as against the maker or drawer thereof; the making, drawing, uttering or delivering of a check, or draft order, payment of which is refused by the drawee, shall be prima facie evidence of intent to defraud and the knowledge of insufficient funds in, or credit with, such bank or other depository; provided, such maker or drawer shall not have paid the drawee thereof the amount due thereon, together with the protest fees, within five (5) days from the date the same is presented for payment; and provided, further, that said check or order is presented for payment within thirty (30) days after same is delivered and accepted.

- B. Prohibition: Every person who, with intent to cheat and defraud, shall obtain or attempt to obtain from any person any money, property or valuable thing, of the value of five hundred dollars (\$500.00) or less, by means or by use of any trick or deception, or false or fraudulent representation or statement or pretense, or by any other means or instruments or devices commonly called the "confidence game", or by means or use of any false or bogus checks, or by any other written or printed or engraved instrument or spurious coin, shall be guilty of an offense.
- C. Violation: The violation of this section shall be punishable by ~~imprisonment up to sixty (60) days or a fine of up to seven hundred fifty dollars (\$750.00)~~ five hundred dollars (\$500.00) plus costs, or both. (Ord. 2013-46, 11-19-2013)

5-5C-7: PUMP PIRACY OR LARCENY OF GASOLINE:

- A. Prohibition: No person shall pump gasoline into the gasoline tank of a vehicle and leave the premises where the gasoline was pumped without making payment for the gasoline.
- B. Violation: The violation of this section shall be punishable by ~~imprisonment up to sixty (60) days or by~~ a fine of up to five hundred dollars (\$500.00) plus costs, ~~or both~~. (Ord. 2013-46, 11-19-2013)

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 5, Chapter 5, Article C, Sections 5-5C-4, 5-5C-5, 5-5C-6; 5-5C-7 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this __ day of January, 2018.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

Meeting Date: 01/04/2018

Submitted By: William Gill, Asst City Attorney

SUBJECT:

CONSIDER AN ORDINANCE REPEALING THE ENID MUNICIPAL CODE, 2014, TITLE 9, "BUILDING REGULATIONS" CHAPTER 13, "OIL AND GAS CODE" REPEALING AND THEN RESERVING SECTIONS 9-13-8, 9-13-13, 9-13-14, 9-13-15, 9-13-16, AND 9-13-17 TO REMOVE SECTIONS CONFLICTING WITH STATE LAW AND RESERVE THEM FOR FUTURE USE; AMENDING SECTION 9-13-2 "INTENT AND PURPOSE" TO ACKNOWLEDGE STATE LAW AND THE AUTHORITY TO REGULATE PROVISIONS AND CERTAIN OIL AND GAS OPERATIONS; SECTION 9-13-6 "PERMIT REQUIREMENTS" TO REMOVE UNNECESSARY SECTIONS, ADD CREDIT CARDS AS A FORM OF PAYMENT; SECTION 9-13-7 "INSURANCE AND BOND REQUIREMENTS" TO INCREASE THE MONETARY BOND REQUIREMENT COMMERCIAL LIABILITY COVERAGE FOR INSURANCE AND LISTING THE CITY AS ADDITIONALLY INSURED; SECTION 9-13-25 "NOISE, DUST, ODORS, AND OTHER NUISANCES" TO LIMIT THE AMOUNT OF DECIBELS THAT AN OPERATING PRODUCES TO 75 DECIBELS NEAR CERTAIN STRUCTURES; SECTION 9-13-35 ENTITLED "VIOLATIONS" TO SIMPLIFY WHAT ACTIONS CONSTITUTE A VIOLATION OF THE ORDINANCE. PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND:

This ordinance was discussed at the study session on December 19, 2017. It provides changes to the oil and gas code to comply with a 2015 state law, allows the City clerk to take credit card payments, makes the liability insurance requirement consistent throughout the ordinance, and prevents oil rigs from exceeding a noise limit by schools, nursing homes, and hospitals.

RECOMMENDATION:

Consider ordinance.

PRESENTER:

William H. Gill IV, Assistant City Attorney

Attachments

Oil and Gas Code Revisions

ORDINANCE NO. 2017-__

AN ORDINANCE REPEALING THE ENID MUNICIPAL CODE, 2014, TITLE 9, “BUILDING REGULATIONS” CHAPTER 13, “OIL AND GAS CODE” REPEALING AND THEN RESERVING SECTIONS 9-13-8, 9-13-13, 9-13-14, 9-13-15, 9-13-16, AND 9-13-17 TO REMOVE SECTIONS CONFLICTING WITH STATE LAW AND RESERVE THEM FOR FUTURE USE; AMENDING SECTION 9-13-2 “INTENT AND PURPOSE” TO ACKNOWLEDGE STATE LAW AND THE AUTHORITY TO REGULATE PROVISIONS AND CERTAIN OIL AND GAS OPERATIONS;SECTION 9-13-6 “PERMIT REQUIREMENTS” TO REMOVE UNNECESSARY SECTIONS, ADD CREDIT CARDS AS A FORM OF PAYMENT; SECTION 9-13-7 “INSURANCE AND BOND REQUIREMENTS” TO INCREASE THE MONETARY BOND REQUIREMENT COMMERCIAL LIABILITY COVERAGE FOR INSURANCE AND LISTING THE CITY AS ADDITIONALLY INSURED; SECTION 9-13-25 “NOISE, DUST, ODORS, AND OTHER NUISANCES” TO LIMIT THE AMOUNT OF DECIBELS THAT AN OPERATING PRODUCES TO 75 DECIBELS NEAR CERTAIN STRUCTURES;SECTION 9-13-35 ENTITLED “VIOLATIONS” TO SIMPLIFY WHAT ACTIONS CONSTITUTE A VIOLATION OF THE ORDINANCE. PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That title 9 chapter 13 of the Enid Municipal Code of 2014 sections 9-13-2, 9-13-6 9-13- 7, 9-13-25, and 9-13-35 are amended as followed

9-13-2: INTENT AND PURPOSE:

- A. Imprudent operation of an oil and gas facility, whether that facility is involved in drilling or production, can and has constituted a menace to the public health, safety and welfare of the citizens of the city, and includes:
1. The potential for serious contamination of water wells within the city;
 2. A threat to the health and physical safety of children and other residents of the city who may live, work or play in the area of operation; a disturbance of the city's peace and serenity through noxious odors, dust, and loud noises;
 3. A general threat to the well-being in the community through potential fire dangers, fluid spills, and other damages to the surface; and

4. A threat of physical destruction of municipal facilities caused by heavy equipment.
5. The City recognizes that the state of Oklahoma regulates oil and gas well drilling and production activities. These regulations are intended to supplement such standards and additionally implement compatible local measures that assure the health, safety, and general welfare of the City's residents and business.

~~B. It is therefore the intent and purpose of this chapter to recognize the legitimate interests of oil and gas operations but to reasonably and uniformly regulate those operations in harmony with the activities and land uses within the city for the general benefit of the public good. (1994 Code § 23.5-2)~~

B. Authority. This Article is adopted pursuant to authority vested under the Constitution and the laws of Oklahoma and the Enid City Charter. Each authorization identified in this article shall be construed as an exercise of the City's police, nuisance, and zoning powers pursuant to the Charter and State statute.

9-13-6: PERMIT REQUIREMENTS:

A. Permit Required; Transfer Of Permit:

1. No person shall engage in or authorize any work or erect any structures, tanks, machinery, pipelines, or other appurtenances incident to the drilling of a well or drilling for or production of petroleum, natural gas, or their products; nor operate, maintain, or permit any equipment, structures or appurtenances incident to such production to exist or be maintained; nor allow any flow therefrom, without a permit having first been issued by the city in accordance with this chapter.
2. A permit is transferable to the person who acquires the legal right to produce oil or gas from the well in question, but notices served upon the record permittee shall be binding upon the transferee until such time as the transferee designates a new service agent. The transferee shall notify the city in writing of the name and address of transferee and his service agent within ten (10) days of the effective date of the transfer.

B. Application and Filing Fee:

1. Every application for a permit to drill and operate a well, including a reentry to an abandoned well, shall be verified under oath and in writing, and signed by the applicant or some duly authorized person who may sign on the applicant's behalf.
2. The application shall be filed with the building official and be accompanied with a filing fee in the amount provided for in subsection [2-6B-17A](#) of this code in cash, money order, credit card or certified check.

3. A separate application shall be required for each well.
4. The application shall include the following:
 - a. Name and address of applicant.
 - b. Name and address of operator.
 - c. Date of application.
 - d. Legal description of the land.
 - e. Block map of the forty (40) acres surrounding the drill site, showing thereon the location of the proposed well in the center of the forty (40) acres and the location of all abandoned wells, all structures designed for the occupancy of human beings or animals, all easements of record, property boundaries, private roads to the well, all publicly owned fresh water wells within the forty (40) acres, and all facilities and equipment proposed to be used with the well. The map shall show the distances between the drill site and these items, and show a north arrow.
 - f. Name and address of the surface owners as shown by the tax rolls maintained in the county where the land is located, and of the mineral owners if different from the applicant.
 - g. Copy of the approved drilling permit from the state corporation commission and a copy of the staking plat.
 - ~~h. Drilling prognosis, to specify in detail the amount, weight, and size of conductor pipe and surface pipe, and the procedures to be used for cementing such. Plugging procedures to be used in the event the production is not established shall also be specified.~~
 - ~~i. Statement of provisions for water for the drilling rig and the mud program to be utilized.~~
 - h-j. Name and address of the service agent within the state upon whom service of process on behalf of the applicant may be made. In the case of a nonresident person, there shall be attached to the application a designation of a service agent who is a resident of the county, and a consent that service of summons may be made upon such person in any action to enforce any of the obligations hereunder.
 - i. k. A site plan with a specified scale showing the location of all structures, equipment, and appurtenances on the drilling site.

~~i.~~ ~~_____~~ ~~The proposed depth of the well.~~

~~j.~~ ~~m.~~ Location of mud pits, pollution prevention equipment, and fire equipment, together with a list of this equipment.

~~k.~~ ~~n.~~ A written plan for disposal of deleterious substances produced during the drilling operations and any deleterious substances produced as a result of production from the well. This plan shall include the method of transportation for the deleterious substances and the name and location of the permitted disposal site, including a copy of the permit for the disposal site and a contract with the owner of the permitted site for the disposal of said deleterious substances; or in the alternative, provide proof of ownership of the permitted disposal site. The permittee shall provide monthly reports to the city of the amount of saltwater and other deleterious substances produced along with receipts for disposal of same.

C. Issuance; Conditions: The building official, within thirty (30) days after the filing of application for a permit to drill and operate a well, shall determine whether or not said application complies in all respects with the provisions of this chapter. Each permit issued under this chapter shall:

1. Comply with all provisions of this chapter.

2. Specify that the term of such permit shall be for a period of one year from the date of the permit, and for as long thereafter as the permittee is engaged in drilling operations with no ceasing of such drilling operations for more than thirty (30) days, or oil and gas is produced in commercial quantities from the well drilled pursuant to such permit; provided, that if at any time after discovery of oil or gas and the production thereof in commercial quantities, such production shall cease, the term shall not terminate if the permittee commences additional reworking operations within ninety (90) days thereafter. If the reworking operations result in the production of oil and gas, the permit shall continue so long thereafter as oil and gas is produced in commercial quantities from said well. In any event, continuation beyond one year from the date of issuance is contingent on renewal of the permit as set forth hereafter.

D. Termination: When a permit has been issued pursuant to this chapter, the same shall terminate and become inoperative without any action on the part of the city, unless, within ninety (90) days of the date of issuance, actual drilling of the well commences. If drilling operations or production cease for a period sufficient to make the well an "abandoned well" as defined in section [9-13-3](#) of this chapter, this abandonment shall operate to terminate and cancel the permit without any action on the part of the city, and it shall be unlawful thereafter to continue the operation of, or drilling of, such a well without the issuance of a new permit.

E. Renewal; Filing of Application:

1. At least thirty (30) days prior to the anniversary of the issuance of the permit pursuant to this chapter, the city clerk shall mail by certified mail a ratification to permittee that such permit must be renewed in accordance with the provisions of this subsection.
2. On or before the anniversary of the issuance of the permit each year, the permittee shall file an application for renewal of the base permit previously granted. Such application shall include the following:
 - a. Cash, money order, credit card, or certified check as a renewal fee in the amount specified in subsection 2-6B-17B of this code.
 - b. A statement of amendments as to any factual issues which have changed from the facts set forth in the initial application.
 - ~~c. As to wells which were drilled during the previous year, a statement as to whether or not the well has been converted to production, and if so, identifying the strata of production.~~
 - c. d. Evidence that all bonds and insurance remain in force, or have been replaced with equivalent new bonds and insurance.
3. The application for renewal may be submitted through the mail or in person. Failure to make the required application for renewal shall suspend all rights to drill, produce, or inject, but shall not be construed to terminate the base permit until after the time required to make the well an abandoned well, and all such operations are offenses and forbidden until the renewal is issued.
4. The city shall notify the permittee by letter within thirty (30) days thereafter that the base permit has been extended, or that the base permit has not been extended, for a period of one year. This notice of extension shall be maintained by the permittee with the permit and used as a supplement thereto for all purposes. In the event the permit is not renewed, the permittee shall immediately cease all drilling and production operations and diligently proceed to plug the well. (1994 Code §§ 23.5-4, 23.5-5, 23.5-6, 23.5-7, 23.5-8)

9-13-7: INSURANCE AND BOND:

A. Bond Requirements; Amounts; Conditions:

1. In the event a permit is authorized by the city under the terms of this chapter for the drilling and operation of a well, no actual drilling operations shall be commenced until the permittee files with the city clerk a bond or standby letter of credit by a federally insured bank in the principal amount of at least ~~fifty thousand~~

~~dollars (\$50,000.00) per well or a two hundred thousand dollar (\$200,000.00) blanket bond or standby letter of credit by a federally insured bank~~ on all wells operated by a single operator.

2. Said bond ~~or letter of credit~~ shall be executed by a reliable insurance company authorized to do business in the state as surety with the permittee as principal, said bond ~~or letter of credit~~ running in favor of the city for the benefit of the city and all persons concerned, conditioned that the permittee will comply with the terms and conditions of this chapter in the operation of the well for either natural or artificial production, injection or disposal.
3. Said bond ~~or letter of credit~~ shall become effective on or before the same is filed with the city and remain in force and effect for a period of at least one year after the expiration of the term of the permit issued.
4. In addition, the bond ~~or letter of credit~~ will be conditioned that the permittee:
 - a. Will promptly pay all fines, penalties and other assessments imposed upon the permittee by reason of the breach of any other terms, provisions and conditions of this chapter;
 - b. Will promptly restore to their former condition the streets, sidewalks and other public property of the city, which may be disturbed or damaged by the operations;
 - c. Will promptly clear the premises of all litter, trash, waste, and the substances used, allowed or occurring in the drilling or production operations;
 - d. Will (after drilling operations are complete) grade, level, and restore said property to the same surface condition as nearly as possible, as existed when operations for the drilling of the well was first commenced;
 - e. Will comply with every applicable federal and state law, municipal ordinance, rule, regulation, standard or directive relating to the maintenance of the safe and beneficial physical, chemical, and biological properties of any waters of the city or lands within the city;
 - f. Will bear all the costs necessary and incidental to the correction of any pollution to the waters of the City or lands within the city caused by the permittee or his agents, servants, employees, subcontractors, or independent contractors; and
 - g. Shall indemnify and hold the City harmless from any and all liability attributable to granting the permit.

B. ~~Public~~ Commercial Liability and Excess Liability Insurance; Conditions: In addition to the bond ~~or letter of credit~~ required above, the permittee shall carry a policy or policies of standard comprehensive public liability insurance, and such policies shall:

1. Contain coverage for contamination or pollution of surface or subterranean streams, watercourses, lakes, or public or private water supplies.
2. Be conditioned for payment of all damages due to injury to persons or damage to property resulting from the drilling, operation, or maintenance of the proposed well or any structure, machinery, equipment, pipelines, or appurtenances used in connection therewith.
3. Name the permittee and the City as additionally insured. ~~coinsured~~.
4. Be issued by an insurance company authorized to do business within the state, and said policy or policies shall ~~in the aggregate~~ provide for minimum coverage of:
 - a. Coverage should be a minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage. This coverage shall include premises, operations, blowout or explosion, products, completed operations, blanket contractual liability, underground property damage, broad form property damage, independent contractors protective liability and personal injury.
 - b. Environmental impairment (or seepage and pollution) shall be either included in the coverage or written as separate coverage, and shall be a minimum of \$2,000,000.00. Such coverage shall not exclude damage to the lease site. If environmental impairment (or seepage and pollution) coverage is written on a "claims made" basis, the policy shall provide that any retroactive date applicable precedes the effective date of the issuance of the permit. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants.
 - c. Excess liability (umbrella). Excess liability insurance policy with limits of liability of not less than \$5,000,000.00 over the above required general liability insurance policy. Excess policy must follow the form of the underlying liability policy.

C. Certificates Filed with City; Notice of Cancellation:

1. The permittee shall file with the city clerk, certificates of said insurance, bond or letter of credit.
2. Said insurance policy or policies, bonds or letters of credit shall not be canceled without actual written notice received by the city clerk at least ~~ten (10)~~ thirty (30)

days prior to the effective date of said cancellation. In the event said insurance policy or policies are canceled, the permit granted shall terminate immediately, and permittee's rights to operate under said permit shall cease immediately until permittee files additional insurance as provided herein. Further, if said insurance policy or policies are canceled or allowed to expire, the building official shall notify the electric company of the violation, and service to all wells not conforming shall be discontinued immediately. For other wells (not electric) an injunction will be filed immediately.

- D. Cash Bond and Agreement: The permittee may satisfy the bond ~~or letter of credit~~ requirement as set out in subsection A of this section by furnishing the city with a two hundred thousand dollar (\$200,000.00) cash bond which shall be governed by an agreement between the permittee and the city. Said agreement and cash bond shall be conditioned by all the terms of this section. (Ord. 2004-11, 3-2-2004)

9-13-25: NOISE, DUST, ODORS AND OTHER NUISANCES:

A. Reducing Nuisance and Annoyance:

1. All oil or gas drilling and production operations shall be conducted in such a manner as to eliminate, as far as practical, dust, noise, vibration, or noxious odors and shall be in accordance with the best accepted practices incident to the drilling for, and production of, oil, gas, and other hydrocarbon substances.
2. Proven technological improvements in exploration, drilling and production methods shall be adopted as they become, from time to time, capable of reducing factors of nuisance and annoyance in accordance with prudent practices in the industry.

- B. Noise Reduction; Hours Of Operation: At the time of authorizing the permit or when renewal is granted, or at any time during the drilling operation, the city may specify hours of operation to reduce or eliminate noise when drilling takes place within one thousand feet (1,000') of a hospital, rest home, school (including preschools and nurseries), church, or place of public assembly. At no time may an oil and gas operation exceed seventy five (75) decibels (dB). These limits do not apply to emergency repairs necessary to meet safety requirements. (1994 Code § 23.5-26)

9-13-35: VIOLATIONS:

It shall be unlawful and an offense for any person to violate, or fail to comply with, any provisions hereof ~~irrespective of whether or not the verbiage of each such section contains specific language that such violation or failure is unlawful or is an offense.~~ Any person who shall violate any of the provisions of this chapter, or any of the provisions of the drilling and operating permit issued pursuant hereto, or any condition of the bond filed by the permittee pursuant to this chapter, or who shall neglect to comply with the terms thereof, shall be deemed guilty of an offense. ~~Violation of each separate provision of this chapter, and each separate provision of the permit, and each separate provision of the bond, shall be considered a separate offense; and each~~

~~day's violation of each separate provision hereof shall be considered a separate offense. (1994 Code § 23.5-38)~~

Section II: That title 9 chapter 13 sections 9-13-8, 9-13-13, 9-13-15, 9-13-16, and 9-13-17 shall be repealed in their entirety and reserved.

Section III: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section IV: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section V: Codification. This ordinance shall be codified as Title 9, Chapter 13, as Sections 9-13-2, 9-13-6, 9-13-7, 9-13-25, and 9-13-35 of the Enid Municipal Code, 2014. Title 9, Chapter 13 sections 9-13-8, 9-13-13, 9-13-15, 9-13-16, and 9-13-17 shall be repealed in their entirety and sections reserved.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this ____ day of _____, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

8.1.

Meeting Date: 01/04/2018

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

ACCEPT SIDEWALK AND UTILITY EASEMENT FROM RANDALL SCOTT CONRADY JR. OF ENID, OKLAHOMA, FOR THE 2017 ADA COMPLIANCE PROJECT AROUND ADAMS SCHOOL, PROJECT NO. M-1707, IN THE AMOUNT OF \$2,450.00.

BACKGROUND:

This easement will enable the City of Enid to place accessible sidewalks in certain areas around Adams School and provide compliant access ramps. Due to the narrow right-of-ways at 23rd Street and Elm Avenue, it is necessary to acquire easements to connect sidewalks around the corner. This action will accept an easement consisting of a 9' by 9' foot triangle totaling 40.5 SF on the southwest corner of East Elm Avenue and North 24th Street.

RECOMMENDATION:

Accept easement and approve payment for \$2,450.00.

PRESENTER:

Robert Hitt, PE, City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$2,450.00

Funding Source:

Capital Improvement Fund.

City Commission Meeting

8.2.

Meeting Date: 01/04/2018

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

ACCEPT SANITARY SEWER IMPROVEMENT PROJECT TO SERVE SPALDING'S GARDENS ADDITION, BLOCK 4, PROJECT NO. S-1711A.

BACKGROUND:

This privately funded project is located on Cambridge Avenue between North 5th and North 6th Streets and is east of the fairgrounds. This project has been constructed in accordance with City standards and As-Built drawings have been received.

The developer has completed all work and the project is presented for acceptance. The one (1) year material and workmanship guarantee on this project will commence upon acceptance of this improvement.

RECOMMENDATION:

Accept improvement.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

8.3.

Meeting Date: 01/04/2018

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

ACCEPT THE WATER LINE IMPROVEMENT PROJECT TO SERVE STATE FARM, ENID, OKLAHOMA, PROJECT NO. W-1714A.

BACKGROUND:

This privately funded project has been constructed in accordance with City standards and As-Built drawings have been received. The work involved extending a water line parallel to the Van Buren access road to provide water service and fire protection.

The one (1) year maintenance period will commence upon approval of this item.

RECOMMENDATION:

Accept improvement.

PRESENTER:

Murali Katta, PE, Project Engineer

City Commission Meeting

8.4.

Meeting Date: 01/04/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$595,806.14.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

1/4/2018

FUND 10 DEPT 000 - N.A.

01-03661	RK BLACK, INC.	PO0145890	MONTHLY SERVICE 12/17	\$60.79
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0145905	MONTHLY SERVICE 11/17	\$1,628.95
01-04687	EARNHEART OIL, INC.	PO0145990	DIESEL/ST	\$15,572.65
01-04687	EARNHEART OIL, INC.	PO0146012	UNLEADED/ST	\$14,344.08
01-15125	OK GAS & ELECTRIC	PO0145891	MONTHLY SERVICE 11/17	\$319.26
01-15125	OK GAS & ELECTRIC	PO0145916	MONTHLY SERVICE 12/17	\$981.42
01-15125	OK GAS & ELECTRIC	PO0145959	MONTHLY SERVICE 11/17	\$55,781.13
01-15125	OK GAS & ELECTRIC	PO0145977	MONTHLY SERVICE 12/17	\$284.38
01-15127	OK NATURAL GAS	PO0145825	MONTHLY SERVICE 11/17	\$1,960.72
01-15127	OK NATURAL GAS	PO0145907	MONTHLY SERVICE 11/17	\$1,751.27
01-15127	OK NATURAL GAS	PO0145960	MONTHLY SERVICE 11/17	\$1,106.56
01-19047	AT & T	PO0146010	MONTHLY SERVICE 12/17	\$2,700.72
01-19047	AT & T	PO0146066	MONTHLY SERVICE 10/17	\$4,163.84
01-80343	FENTRESS OIL COMPANY, INC.	PO0145921	OIL/ST	\$811.20
01-80343	FENTRESS OIL COMPANY, INC.	PO0145922	OIL/ST	\$537.84
			N.A. TOTAL	\$102,004.81

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$253.19
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145954	RON WHITE TICKETS (30)	\$1,200.00
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145995	EMERGENCY MGMT TRAIN/BANQUET	\$1,119.11
01-16145	PETTY CASH	PO0146019	REIMB/TRAVEL/OSU TAX INSTITUTE	\$243.21
			ADM. SERVICES TOTAL	\$2,815.51

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$93.69
01-02196	VALIR OUTPATIENT CLINICS	PO0145908	PHYSICALS (5)	\$750.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$20.00
01-05017	ENID TYPEWRITER CO., INC.	PO0145910	PRINTS	\$26.18
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145993	SERVICE AWARD CEREMONY/BANQUET	\$1,305.71
01-05177	O'BRIEN, COURTNEY	PO0145983	TUITION ASSISTANCE	\$1,000.00
			HUMAN RESOURCES TOTAL	\$3,195.58

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0145883	WC/MEDICAL	\$197.36
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$320.00
01-03921	EXPRESS SCRIPTS, INC.	PO0145879	WC/MEDICAL	\$444.60
01-04618	ARENS, EDWARD C/O LOBAUGH LAW FIRM	PO0145885	WC/MEDICAL	\$22.94
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0145884	WC/MEDICAL	\$98.60
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0145994	WC/MEDICAL	\$333.04
01-05420	THOMSON REUTERS	PO0145878	MONTHLY SERVICE 11/17	\$305.00
01-15029	OK BAR ASSOCIATION	PO0145895	2018 ANNUAL DUES/C LAHMAN	\$250.00
01-16145	PETTY CASH	PO0146008	REIMB/TRAVEL/WC SETTLEMENT	\$123.70
01-33380	OPFER, DAVID	PO0145822	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0145920	WC/MEDICAL	\$317.36
			LEGAL SVCS. TOTAL	\$2,729.96

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0145867	WATER COOLER RENTAL 12/17	\$48.75
			SAFETY TOTAL	\$48.75

FUND 10 DEPT 150 - PR/MARKETING

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$27.01
			PR/MARKETING TOTAL	\$27.01

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$100.21
01-05096	LONG, CLAYPOLE & BLAKLEY LAW, PLC	PO0145851	PROFESSIONAL LEGAL SERVICE	\$600.00
01-05134	ENID NEWS & EAGLE	PO0145951	PUBLICATIONS	\$122.25
01-07098	GARFIELD CO. TREASURER	PO0145855	17-18 REVALUATION CHARGES	\$1,266.00
01-16145	PETTY CASH	PO0146000	REIMB/FILING FEES	\$40.00
01-16145	PETTY CASH	PO0146008	REIMB/TRAVEL/NLC CONF/B SHEWEY	\$94.16
01-39700	GARFIELD CO. LEGAL NEWS	PO0145876	PUBLICATIONS	\$522.20
01-39700	GARFIELD CO. LEGAL NEWS	PO0146026	PUBLICATIONS	\$284.70
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0146059	GEN LIAB/AUTO 12/17-6/18	\$164,263.16
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0146053	PROPERTY INSURANCE 12/17-6/18	\$80,638.83
01-58150	MCAFFEE & TAFT	PO0145988	PROFESSIONAL LEGAL SERVICE	\$1,642.70
GENERAL GOVERNMENT TOTAL				\$249,574.21

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0145915	QRTL POSTAGE RENEW 10/17-12/17	\$171.00
01-00085	PITNEY BOWES	PO0145915	6 MO POSTAGE EQUIP SERVICE AGREEMENT	\$257.23
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$32.76
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$20.00
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0145987	2018 OML BUDGET WORKSHOP (3)	\$255.00
ACCOUNTING TOTAL				\$735.99

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-05017	ENID TYPEWRITER CO., INC.	PO0145892	TYPEWRITER RIBBON (2)	\$17.98
RECORDS & RECEIPTS TOTAL				\$17.98

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$145.26
01-58431	CDW GOVERNMENT, INC.	PO0145713	EMC DATA SOFTWARE/SUPPORT RENEW	\$3,196.64
INFORMATION TECHNOLOGY TOTAL				\$3,341.90

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-02615	JAMIE'S BARNSTORMERS	PO0146056	MAPC MEAL 12/17	\$131.88
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145917	JLUS KICK-OFF MEETING/CATERING	\$843.80
COMMUNITY DEVELOPMENT TOTAL				\$975.68

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0146024	LICENSE RENEWAL/C SMITH	\$35.00
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$115.05
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$20.00
01-04116	DOWNTOWN THREADS	PO0146022	LOGO SHIRTS (14)	\$282.92
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$278.99
01-04732	DEAL LAWN CARE	PO0145894	MOW/1609 W MAPLE	\$75.00
01-04732	DEAL LAWN CARE	PO0145894	MOW/619 W CHEROKEE	\$200.00
01-16004	PDQ PRINTING	PO0146065	INSPECTION TAGS (200)	\$52.00
01-16145	PETTY CASH	PO0145997	REIMB/FILING FEES	\$104.00
01-16145	PETTY CASH	PO0146000	REIMB/FILING FEES	\$23.00
01-48610	STITCHES AHEAD, INC.	PO0146055	COE LOGO SHIRTS (3)/CAPS (2)	\$128.65
CODE ENFORCEMENT TOTAL				\$1,314.61

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$553.02
01-03927	GEOSHACK, INC.	PO0146057	USB PORT FLANGE REPAIR	\$249.17
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$154.28
01-06067	FEDERAL EXPRESS CORP.	PO0146047	SHIPPING FEES	\$49.08
01-16145	PETTY CASH	PO0146006	REIMB/TRAVEL/OMUP/C GDANSKI	\$90.90

01-16145	PETTY CASH	PO0146013	REIMB/CPA RENEW FEE/J GATES	\$51.00
01-16145	PETTY CASH	PO0146013	REIMB/CPE COURSE/J GATES	\$125.10
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0145940	CFM EXAM/ANNUAL DUES/M KATTA	\$100.00
ENGINEERING TOTAL				\$1,372.55

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01146	A TO Z CARPET CENTER, INC.	PO0146014	REPAIR COMPOUND	\$19.99
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$48.71
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$448.59
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0146020	ANNUAL FIRE EXT INSPECTIONS (10)	\$97.00
PUBLIC WORKS MGMT TOTAL				\$614.29

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0145928	UNIFORM RENTALS (28)	\$151.56
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$223.97
01-02021	B'S QUALITY DOOR, INC.	PO0146016	OVERHEAD DOOR REPAIR	\$710.00
01-02243	BB MACHINE & SUPPLY, INC.	PO0145933	V632 SEALS	\$19.37
01-02515	ENID EYE OPTICAL, INC.	PO0145854	SAFETY GLASSES/A CLEMONS	\$156.00
01-03608	GARFIELD PANEL & SUPPLY, INC.	PO0145961	SCREWS	\$114.97
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$528.89
01-05320	SKYBITZ TANK MONITORING CORP	PO0146042	TANK MONITORING	\$84.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0146043	V632 PROPANE	\$14.67
01-13017	MUNN SUPPLY, INC.	PO0145932	CYLINDER RENTAL	\$62.10
01-13218	MYERS TIRE SUPPLY, INC.	PO0146045	TIRE REPAIR SUPPLIES	\$571.53
01-16145	PETTY CASH	PO0146000	REIMB/CDL RENEWAL/E GLENN	\$56.50
01-35300	UNIFIRST, INC.	PO0145929	SHOP TOWEL SERVICE	\$488.58
01-35300	UNIFIRST, INC.	PO0146037	SHOP TOWEL SERVICE	\$162.86
FLEET MAINTENANCE TOTAL				\$3,345.00

FUND 10 DEPT 730 - PARKS & RECREATION

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$2,206.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$268.85
01-13017	MUNN SUPPLY, INC.	PO0145932	CYLINDER RENTAL	\$15.41
01-16145	PETTY CASH	PO0146019	REIMB/TRAVEL/OML LEADERSHIP/C O'BRIEN	\$154.69
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.16
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.14
PARKS & RECREATION TOTAL				\$3,319.25

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0146029	UNIFORM RENTALS (36)	\$184.58
01-00146	CINTAS CORPORATION LOC. 624	PO0146041	UNIFORM RENTALS (16)	\$92.29
01-00878	BROWN'S SHOE FIT COMPANY	PO0145904	BOOTS/A MONTANO	\$139.50
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$2,002.62
01-02243	BB MACHINE & SUPPLY, INC.	PO0145933	V161 HOSE	\$32.26
01-02243	BB MACHINE & SUPPLY, INC.	PO0146035	V181 HYDRAULIC LINE	\$115.22
01-02382	WINFIELD SOLUTIONS, LLC	PO0146021	HERBICIDE	\$940.48
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145931	V934 RAILS	\$725.56
01-04033	DOLESE BROTHERS CO., INC.	PO0145967	SAND	\$1,025.42
01-04033	DOLESE BROTHERS CO., INC.	PO0146030	CRUSHER RUN	\$348.96
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$1,734.85
01-04707	PAVING MAINTENANCE SUPPLY	PO0146031	SEALANT ELIMINATOR	\$225.00
01-05005	ENID CONCRETE CO., INC.	PO0146032	CONCRETE	\$826.00
01-05066	BRUCKNER TRUCK SALES, INC.	PO0145930	V132 FILTER	\$21.91
01-05066	BRUCKNER TRUCK SALES, INC.	PO0146033	AIR FILTERS	\$34.31
01-05066	BRUCKNER TRUCK SALES, INC.	PO0145999	V139 CORE	\$246.55
01-08022	HUGHES LUMBER CO., LLC	PO0146050	CONCRETE/LUMBER/SCREWS	\$222.36
01-13017	MUNN SUPPLY, INC.	PO0146049	CYLINDER RENTAL	\$17.25
01-13017	MUNN SUPPLY, INC.	PO0146039	WELDING WIRE	\$38.39
01-33210	P & K EQUIPMENT, INC.	PO0146034	V582 MOWER REPAIR	\$639.09
01-50210	LOWE'S HOME CENTERS, INC.	PO0146018	ASPHALT SEALER	\$91.08
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145906	COMPACTOR REPAIR	\$35.00

01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0146028	STORAGE BUILDING	\$895.00
01-56300	TRUCK PRO, INC.	PO0146017	V139 SLACK ADJUSTMENT	\$97.37
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0145965	COLD MIX	\$1,643.37
01-80153	KINNUNEN, INC.	PO0146036	COMPACTOR ROLLER	\$220.00
01-80153	KINNUNEN, INC.	PO0146044	CASE/STAKES	\$36.16
01-80246	ATWOODS	PO0146027	HERBICIDE/COFFEE	\$91.92
01-80343	FENTRESS OIL COMPANY, INC.	PO0145923	DEF FLUID/ALL VEHICLES	\$156.45
STRMWTR & ROADWAY MAINT. TOTAL				\$13,553.23

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0145845	UNIFORM RENTALS (17)	\$286.32
01-00878	BROWN'S SHOE FIT COMPANY	PO0145852	BOOTS/M GOODPASTURE	\$126.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0145875	BOOTS/F SWEET	\$153.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0145875	BOOTS/K KIRKPATRICK	\$121.50
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$2,859.01
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$881.60
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0145857	ANNUAL FIRE EXT INSPECTIONS (5)	\$64.80
01-50800	ENNIS PAINT, INC.	PO0145970	TRAFFIC PAINT	\$1,200.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.14
01-59270	FLINT TRADING INC	PO0145442	TURN ARROWS (67)/TORCH/SEALER	\$2,355.92
TECHNICAL SERVICES TOTAL				\$8,385.29

FUND 10 DEPT 900 - LIBRARY

01-00032	MIDWEST TAPE	PO0145924	6 MO DIGITAL SUBSCRIPTION	\$6,000.00
01-01338	J & P SUPPLY, INC.	PO0145913	PLUNGERS (4)	\$33.96
01-01338	J & P SUPPLY, INC.	PO0145943	RAGS	\$14.15
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$3,606.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$40.00
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145893	AUTHOR SIGNING BANQUET	\$125.00
01-05445	HOOKS, GWENDOLYN	PO0145833	PRESENTATION/TPS/LOC GRANT	\$200.00
01-05446	SCOTT, CAROL M.	PO0145831	PRESENTATION/TPS/LOC GRANT	\$200.00
01-05447	WILLIAMS, JANE MARIE	PO0145832	PRESENTATION/TPS/LOC GRANT	\$200.00
01-05449	SNEARY, VENUS	PO0145834	PRESENTATION/TPS/LOC GRANT	\$400.00
01-05450	IVINS, ALEXA	PO0145835	PRESENTATION/TPS/LOC GRANT	\$400.00
01-05451	HENRY, PENELOPE K.	PO0145836	PRESENTATION/TPS/LOC GRANT	\$400.00
01-05452	GILLILAND, AMY	PO0145837	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05453	LINZA, SHARLA M.	PO0145838	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05454	HARRIS, KRISTEN RENEA	PO0145839	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05455	STRUNK, LACEY LEIGH	PO0145840	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05456	DROKE, DACIA ANN	PO0145841	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05457	BENGE, CATHERINE LLOYD	PO0145842	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05458	ARNBRECHT, NANCY J.	PO0145843	PRESENTATION/TPS/LOC GRANT	\$250.00
01-05461	MACK, STACEY	PO0146064	PRESENTATION/TPS/LOC GRANT	\$400.00
01-65460	ACTSHON PEST CONTROL	PO0145846	PEST CONTROL 12/17	\$30.00
LIBRARY TOTAL				\$13,799.11

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-80153	KINNUNEN, INC.	PO0145719	WALK BEHIND SAW	\$15,590.91
CAPITAL ASSETS & PROJECTS TOTAL				\$15,590.91

FUND 14 DEPT 145 - HEALTH FUND

01-04111	HOLMES MURPHY & ASSOCIATES, INC	PO0145992	BENEFIT CONSULTING 10/17-12/17	\$10,000.00
01-25008	YMCA	PO0145909	WELLNESS DOLLARS (2)	\$200.00
HEALTH FUND TOTAL				\$10,200.00

FUND 20 DEPT 205 - AIRPORT

01-01342	OKLAHOMA INFRA-RED, INC.	PO0146052	HEATER	\$730.05
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$35.98
01-03109	CASCO INDUSTRIES, INC.	PO0146058	FOAM	\$333.00
01-16145	PETTY CASH	PO0146011	REIMB/TRAVEL/HG2 ARCHITECT MTG/D OHNESORGE	\$126.77
01-66290	AMERICAN REFRIGERATION & HEATING C	PO0146051	HANGAR HEATER INSPECTION	\$90.00
AIRPORT TOTAL				\$1,315.80

FUND 22 DEPT 000 - GOLF STOCK

01-05230	POPE DISTRIBUTING CO, INC.	PO0146062	BEER/ST	\$42.90
01-05240	ACUSHNET COMPANY	PO0145828	PRO SHOP/ST	\$29.00
01-13145	MID-AMERICA WHOLESALE, INC.	PO0145827	SNACK BAR/ST	\$157.09
GOLF STOCK TOTAL				\$228.99

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$236.48
01-03921	EXPRESS SCRIPTS, INC.	PO0145879	WC/MEDICAL	\$36.19
01-04198	PRAIRIEFIRE COFFEE	PO0145829	COFFEE	\$36.40
01-13017	MUNN SUPPLY, INC.	PO0145844	CYLINDER RENTAL	\$6.90
01-13145	MID-AMERICA WHOLESALE, INC.	PO0145827	SNACK BAR SUPPLIES	\$15.66
01-33210	P & K EQUIPMENT, INC.	PO0145853	LEASED MOWER REPAIR/GAUGE	\$306.91
GOLF TOTAL				\$638.54

FUND 30 DEPT 305 - STREET & ALLEY

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$924.06
01-05005	ENID CONCRETE CO., INC.	PO0145914	R-1808 CONCRETE	\$413.00
01-05005	ENID CONCRETE CO., INC.	PO0146032	R-1808 CONCRETE	\$502.50
01-05005	ENID CONCRETE CO., INC.	PO0145975	R-1808 CONCRETE	\$3,810.63
STREET & ALLEY TOTAL				\$5,650.19

FUND 31 DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0145870	COPIER USAGE 12/17	\$240.80
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$87.85
UTILITY BILLING TOTAL				\$348.65

FUND 31 DEPT 315 - E.M.A.

01-01104	DRUMMOND PUBLIC SCHOOLS	PO0146004	SCHOOL BOND 7/17-12/17	\$3,371.29
01-01105	WAUKOMIS PUBLIC SCHOOLS	PO0146002	SCHOOL BOND 7/17-12/17	\$2,010.94
01-01106	CHISHOLM PUBLIC SCHOOLS	PO0146009	SCHOOL BOND 7/17-12/17	\$49,741.28
01-01107	GARBER PUBLIC SCHOOLS	PO0146001	SCHOOL BOND 7/17-12/17	\$887.18
01-01109	KREMLIN HILLSDALE PUBLIC SCHOOLS	PO0146003	SCHOOL BOND 7/17-12/17	\$2,070.09
01-01111	PIONEER PLEASANT VALE PUBLIC SCHOO	PO0146005	SCHOOL BOND 7/17-12/17	\$41,993.23
01-67170	ENID PUBLIC SCHOOLS	PO0146007	SCHOOL BOND 7/17-12/17	\$491,379.94
E.M.A. TOTAL				\$591,453.95

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0145980	HYDRAULIC FLUID/OIL	\$1,628.77
01-00146	CINTAS CORPORATION LOC. 624	PO0145874	SHOP TOWEL SERVICE	\$38.76
01-00146	CINTAS CORPORATION LOC. 624	PO0145874	UNIFORM RENTALS (26)	\$143.57
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145941	V226 LATCH	\$267.62
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145941	V235 STEERING LINK	\$164.69
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145978	V216 FUEL SYSTEM REPAIR	\$2,304.09
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$581.54
01-02243	BB MACHINE & SUPPLY, INC.	PO0145933	V250 HOSE	\$130.36
01-02515	ENID EYE OPTICAL, INC.	PO0145830	SAFETY GLASSES/J ROSSON	\$156.00

01-03110	VERMEER GREAT PLAINS	PO0146063	V252 BOLTS	\$110.54
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145931	V261 HOSE REPAIR/SHIPPING	\$1,036.75
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145931	V265 RELAY	\$91.26
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145974	V261 FILTERS/SERVICE	\$1,118.37
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145974	V265 ROLLERS/SUPPORT	\$1,015.52
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145224	BOMAG SERVICE AGREEMENT	\$3,974.28
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0145976	V208 TIRES (4)	\$1,582.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$11,845.70
01-04560	DOCUGUARD	PO0144268	RECYCLING CONTRACT 11/17	\$1,468.85
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0145889	WC/MEDICAL	\$88.74
01-05066	BRUCKNER TRUCK SALES, INC.	PO0145930	V244 SWITCH	\$87.85
01-05207	EMPIRE FINANCIAL, LLC	PO0143925	2017 TRASH TRUCK LEASE/MAC 1/18	\$5,052.27
01-05207	EMPIRE FINANCIAL, LLC	PO0143924	2017 TRASH TRUCK LEASE/PETERBUILT 1/18	\$9,466.89
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0145866	PORTABLE TOILET RENTAL 12/17	\$160.00
01-05379	M-6 HYDRAULICS, LLC	PO0145942	V250 CYLINDER REBUILD	\$370.28
01-05442	BTE BODY COMPANY, INC.	PO0145616	V208 PACKER BODY PARTS	\$6,660.00
01-05448	CATERPILLAR FINANCIAL SERVICES	PO0145824	SCRAPER LEASE 12/17	\$11,950.00
01-13017	MUNN SUPPLY, INC.	PO0145871	CYLINDER RENTAL	\$27.60
01-16145	PETTY CASH	PO0146015	REIMB/CDL LICENSE/J REDDING	\$56.50
01-16145	PETTY CASH	PO0146015	REIMB/CDL PERMIT/B SMITH	\$56.50
01-16145	PETTY CASH	PO0146015	REIMB/CDL PERMIT/J CARPENTER	\$79.50
01-19001	STANLEY'S WRECKER SERVICE	PO0145956	V216 TOWING	\$140.13
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.14
01-71180	ROLL OFFS USA, INC.	PO0145444	DUMPSTERS (8)	\$6,964.00
01-80246	ATWOODS	PO0145873	SHOVELS (2)/CHAIN/TARP	\$52.95
01-80343	FENTRESS OIL COMPANY, INC.	PO0145923	DEF FLUID/ALL VEHICLES	\$156.45
			SOLID WASTE SERVICES TOTAL	\$69,702.61

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$118.02
			PUBLIC UTILITIES MGMT TOTAL	\$118.02

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0145848	UNIFORM RENTALS (20)	\$110.60
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0145984	MONTHLY SERVICE 12/17	\$13,324.52
01-01178	ACCURATE, INC.	PO0145847	SAMPLE ANALYSIS	\$627.50
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$769.61
01-02082	AT&T MOBILITY	PO0145850	MONTHLY SERVICE 11/17	\$109.56
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$650.41
01-15083	OK CONTRACTORS SUPPLY	PO0145865	NUTS/BOLTS/GASKETS	\$470.00
01-19047	AT & T	PO0145849	MONTHLY SERVICE 12/17	\$410.92
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.14
01-79980	PIONEER BUSINESS SOLUTION	PO0146061	MONTHLY SERVICE 12/17	\$251.46
01-80258	BRENNTAG SOUTHWEST, INC.	PO0142828	CHLORINE	\$3,547.60
			WATER PRODUCTION TOTAL	\$20,946.46

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0145861	UNIFORM RENTALS (13)	\$81.32
01-00146	CINTAS CORPORATION LOC. 624	PO0145996	UNIFORM RENTALS (13)	\$81.32
01-00150	IMPROVED CONSTRUCTION METHODS, INC	PO0145862	CHAIN SAW REPAIR	\$965.00
01-00447	FRONTIER EQUIP. SALES, LLC	PO0145934	V447 PUMP	\$918.74
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0145858	GATE CORNERS (4)	\$20.92
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$1,145.97
01-04033	DOLESE BROTHERS CO., INC.	PO0145860	CRUSHER RUN	\$179.17
01-04033	DOLESE BROTHERS CO., INC.	PO0145948	CRUSHER RUN	\$578.20
01-04033	DOLESE BROTHERS CO., INC.	PO0146060	CRUSHER RUN	\$569.59
01-04033	DOLESE BROTHERS CO., INC.	PO0146054	CRUSHER RUN	\$187.58
01-04115	DITCH WITCH OF OKLAHOMA	PO0145863	OIL	\$82.03

01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$8,323.25
01-05005	ENID CONCRETE CO., INC.	PO0145949	CONCRETE	\$214.00
01-05005	ENID CONCRETE CO., INC.	PO0145998	CONCRETE	\$376.25
01-05384	CORE & MAIN LP	PO0145986	SPLICE KITS (1000)	\$2,830.00
01-13017	MUNN SUPPLY, INC.	PO0145859	CYLINDER RENTAL	\$48.30
01-13017	MUNN SUPPLY, INC.	PO0145946	CYLINDER RENTAL	\$9.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0145868	PAPER/PLANNER/MARKERS	\$67.60
01-15083	OK CONTRACTORS SUPPLY	PO0145872	BRASS FITTINGS	\$600.00
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0145864	CLEANSING WIPES	\$51.50
01-35830	ENID NEW HOLLAND, INC.	PO0145950	V348 SEALS	\$960.99
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145906	GROUND POUNDER REPAIR	\$162.44
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.14
01-80153	KINNUNEN, INC.	PO0145947	FILES (2)	\$22.50
01-80153	KINNUNEN, INC.	PO0145982	COMPACTOR RAMMER	\$2,348.85
WATER RECLAMATION SERVICES TOTAL				\$21,498.80

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$1,171.15
01-02243	BB MACHINE & SUPPLY, INC.	PO0145933	V452 COUPLER	\$74.44
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$918.39
WASTEWATER PLANT MGMT TOTAL				\$2,163.98

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0143361	PROFESSIONAL SERVICE 12/17	\$6,000.00
E.E.D.A. TOTAL				\$6,000.00

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0143064	CONSULTING SERVICE 12/17	\$10,000.00
V.D.A. TOTAL				\$10,000.00

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-05459	OLSSON ASSOCIATES, INC.	PO0145985	R-1802A MILL/OVERLAY	\$11,140.37
STREET IMPROVEMENT TOTAL				\$11,140.37

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0141355	S-1704B VIDEO INSPECTIONS	\$22,293.55
SANITARY SEWER FUND TOTAL				\$22,293.55

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0143358	F-1803A PROFESSIONAL SERVICE	\$2,850.00
STORMWATER FUND TOTAL				\$2,850.00

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-04886	TRINITY SERVICES & CONSULTING, LLC	PO0145963	W-1708A ENVIRONMENTAL ENGINEERING	\$4,074.72
01-05050	ENVIROTECH	PO0144904	W-1809A PROFESSIONAL SERVICE	\$3,400.00
WATER CAP. IMPROVEMENT FUND TOTAL				\$7,474.72

FUND 50 DEPT 505 - 911

01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145901	COPIER LEASE/USAGE 12/17	\$164.66
01-66190	AT&T	PO0145953	MONTHLY SERVICE 12/17	\$1,142.16
01-66190	AT&T	PO0145973	MONTHLY SERVICE 12/17	\$10,127.15
911 TOTAL				\$11,433.97

FUND 51 DEPT 515 - POLICE

01-00612	PHYSICIANS GROUP, LLC	PO0145887	WC/MEDICAL/G ROBERTSON	\$88.74
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$1,631.75
01-03053	NORTHWEST SHREDDERS, LLC	PO0145911	SECURITY CONSOLE 12/17	\$100.00
01-04013	STILLWATER MEDICAL CENTER AUTHORIT	PO0145952	WC/MEDICAL/D FITZWATER	\$2,672.15
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0145899	OLETS FEE 12/17	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$2,304.80
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145901	COPIER LEASE/USAGE 12/17	\$550.97
01-04792	EMERGENCY SERVICES OF OKLAHOMA, PC	PO0145880	WC/MEDICAL/G ROBERTSON	\$79.86
01-05400	STADLER, JONATHAN C.	PO0145823	WC/SETTLEMENT	\$7,106.00
01-05403	FITZWATER, DUSTIN L	PO0145881	WC/TRAVEL REIMB	\$58.42
01-05436	SCHWARZKOPF, BRIAN D	PO0145882	WC/TRAVEL REIMB	\$129.17
01-07041	GALL'S, INC.	PO0145925	UNIFORMS (16)	\$2,014.87
01-13036	MESSER BOWERS	PO0145964	K9 POLICY	\$1,120.00
01-13036	MESSER BOWERS	PO0145964	NOTARY BOND/L FRISEND AHL	\$30.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0145898	CALENDARS (39)/REFILLS (5)	\$308.55
01-13089	MERRIFIELD OFFICE SUPPLY	PO0145903	STAMP	\$26.00
01-13145	MID-AMERICA WHOLESALE, INC.	PO0145902	COFFEE/CREAMER/CUPS	\$354.36
01-19165	STEVENS FORD, INC.	PO0145966	V2081 ACCIDENT REPAIR	\$1,892.14
01-46560	GROOM CLOSET	PO0146048	DOG FOOD	\$35.52
01-50210	LOWE'S HOME CENTERS, INC.	PO0145896	THERMOSTAT WIRE/CHIME KIT/DUST	\$77.83
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.14
01-65460	ACTSHON PEST CONTROL	PO0145897	PEST CONTROL 12/17	\$60.00
01-78390	AFIX TECHNOLOGIES	PO0145991	ANNUAL TRACKER SOFTWARE SUPPORT RENEW	\$7,203.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0145900	WC/MEDICAL/D FITZWATER	\$23.76
01-80343	FENTRESS OIL COMPANY, INC.	PO0145927	OIL/ALL EXPLORERS	\$788.28
POLICE TOTAL				\$29,343.31

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

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0145905	MONTHLY SERVICE 11/17	\$574.08
01-15127	OK NATURAL GAS	PO0145960	MONTHLY SERVICE 11/17	\$721.88
E.E.C.C.H. TOTAL				\$1,295.96

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0145939	V1029 BATTERIES (6)	\$629.70
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145979	V1042/V1043 FILTERS/ELEMENT	\$233.74
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145979	V1042 EMERGENCY REPAIR	\$3,077.25
01-01338	J & P SUPPLY, INC.	PO0145962	TOWELS/CLEANERS/SPONGES	\$246.56
01-01583	ORTHOPEDIC ASSOCIATES, INC.	PO0145888	WC/MEDICAL/J JACKSON	\$1,290.43
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$923.66
01-02021	B'S QUALITY DOOR, INC.	PO0145936	GARAGE DOOR REPAIR/STA 2	\$178.60
01-04030	WELDON PARTS, INC.	PO0145938	V1039 BRAKE PADS	\$136.95
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$285.43
01-04563	XPRESS WELLNESS, LLC	PO0145886	WC/MEDICAL/R BEAN	\$131.95
01-04563	XPRESS WELLNESS, LLC	PO0145886	WC/MEDICAL/J CUNNINGHAM	\$289.80
01-05460	KUSSMAUL ELECTRONICS COMPANY	PO0146025	BATTERY CHARGER	\$380.90
01-12007	LUCKINBILL, INC.	PO0145944	ANNUAL ALARM INSPECTION/STA 4	\$250.00
01-12007	LUCKINBILL, INC.	PO0145944	AIR COMPRESSOR REPAIR/STA 5	\$439.76
01-15040	OK STATE FIREFIGHTERS ASSOC.	PO0146023	ANNUAL MEMBERSHIP DUES (78)	\$4,368.00
01-30830	LOCKE SUPPLY, INC.	PO0145969	LIGHT BULBS (8)/SHOP LIGHTS 32	\$727.16
01-37890	OK STATE UNIVERSITY	PO0145981	FO1 CERTIFICATION CLASS (3)	\$1,050.00
01-37890	OK STATE UNIVERSITY	PO0145981	CERTIFICATION RETEST (2)	\$455.00
01-37890	OK STATE UNIVERSITY	PO0145981	HAZMAT CERTIFICATION TRAINING	\$350.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145971	DIESEL ADDITIVE	\$337.16
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0145935	BOOTS	\$266.72
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0145937	LIGHT BULBS (2)/HANDLE	\$30.97
FIRE TOTAL				\$16,079.74

FUND 99 DEPT 995 - EPTA

01-01338	J & P SUPPLY, INC.	PO0145826	TOWELS	\$57.78
01-01783	JP MORGAN CHASE	PO0145877	CHASE PAYMENT	\$147.37
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145955	WAREHOUSE PARTS 11/17	\$322.08
01-19047	AT & T	PO0145972	MONTHLY SERVICE 12/17	\$290.86
01-19165	STEVENS FORD, INC.	PO0146038	V8569 TRANSMISSION DIAGNOSTIC	\$867.25
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145968	ETHANOL SHIELD	\$337.14
EPTA TOTAL				\$2,022.48

FUND 70 DEPT 705 - CDBG

70-05323	JOHN HENZEL TENNIS COURT SYSTEMS	PO0142464	B-15 (405) COURT RESURFACING	\$9,640.00
70-05323	JOHN HENZEL TENNIS COURT SYSTEMS	PO0142185	B-16 (413) COURT RESURFACING	\$25,360.00
70-05427	ZOE KIDS CAFE	PO0145118	B-17 (420) ZOE AFTER SCHOOL	\$339.38
70-15083	OK CONTRACTOR'S SUPPLY	PO0144709	B-16 (413) EMA PARKS	\$3,760.00
CDBG TOTAL				\$39,099.38

COMBINED BREAKDOWN OF TOTALS

EMA	\$706,232.47
EEDA	\$6,000.00
EPTA	\$2,022.48
REMAINING FUNDS	\$595,806.14
TOTAL CLAIMS	\$1,310,061.09

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AMAZON MKTPLACE PMTS	PO0145877	HDMI CABLES/ADAPTERS	29.97
AT&T*PREMIER EBIL	PO0145877	IPAD DATA PLAN 12/17	177.06
NAPOLIS ITALIAN RE	PO0145877	MEAL (3)/PUBLIC WORKS CANDIDATE	46.16
		ADMINISTRATIVE SERVICES TOTAL	253.19

FUND 10 DEPT 110 - HUMAN RESOURCES

CAFE GARCIA	PO0145877	MEAL (2)/OMAG TRAINING	25.42
STAPLES 00106633	PO0145877	LABELS/PAPERCLIPS	68.27
		HUMAN RESOURCES TOTAL	93.69

FUND 10 DEPT 150 - PR/MARKETING

AT&T*PREMIER EBIL	PO0145877	IPAD DATA PLAN 12/17	27.01
		PR/MARKETING TOTAL	27.01

FUND 10 DEPT 200 - GENERAL GOVERNMENT

JUMBO FOODS	PO0145877	BOTTLED WATER/COFFEE/SODA	100.21
		GENERAL GOVERNMENT TOTAL	100.21

FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0145877	IPAD DATA PLAN 12/17	30.76
WALGREENS #5531	PO0145877	DISTILLED WATER	2.00
		ACCOUNTING TOTAL	32.76

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AT&T*PREMIER EBIL	PO0145877	IPAD DATA PLAN 12/17	23.26
SHI INTERNATIONAL CORP	PO0145877	WINDOWS 10 PRO UPGRADE LICENSE	122.00
		INFORMATION TECHNOLOGY TOTAL	145.26

FUND 10 DEPT 350 - CODE ENFORCEMENT

AT&T*PREMIER EBIL	PO0145877	TABLET DATA PLAN 12/17	115.05
		CODE ENFORCEMENT TOTAL	115.05

FUND 10 DEPT 400 - ENGINEERING

AMAZON MKTPLACE PMTS	PO0145877	USB CABLES	19.57
AT&T K008 9969	PO0145877	IPAD	359.99
BILLY SIMS BBQ - ENID	PO0145877	MEAL (10)/EMPLOYEE APPRECIATION	69.96
BROWNS SHOE FIT CO 19	PO0145877	SAFETY BOOTS/D DORRELL	103.50
		ENGINEERING TOTAL	553.02

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

SHERWIN WILLIAMS 70718	PO0145877	LACQUER THINNER	15.72
STAPLES 00106633	PO0145877	DRY ERASE BOARD	32.99
		PUBLIC WORKS MGMT TOTAL	48.71

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FUND 10 DEPT 710 - FLEET MGMT

STAPLES	00106633	PO0145877	INK CARTRIDGE	223.97
FLEET MGMT TOTAL				223.97

FUND 10 DEPT 730 - PARKS & RECREATION

2000 CED		PO0145877	LED LIGHT FIXTURES (2)	331.00
AMAZON MKTPLACE PMTS		PO0145877	DIGITAL LIGHT TIMERS (4)	323.11
AMAZON.COM		PO0145877	FIRE EXTINGUISHER SIGNS (4)	61.44
CARTER PAINT COMPANY		PO0145877	PAINT/MIXING CUPS	359.69
DOG WASTE DEPOT		PO0145877	DOG WASTE BAGS	235.98
KINNUNEN SALES AND REN		PO0145877	GRINDER/CUT OFF BLADES/STAKES	391.30
LOWES #00205*		PO0145877	SHOVELS (8)	207.84
LOWES #00205*		PO0145877	WOOD PLANKS	57.36
STAPLES	00106633	PO0145877	FILE CABINET	65.99
WAL-MART #0499		PO0145877	COFFEE MAKER/COFFEE/SUGAR/CREAMER	162.79
YELLOWHOUSE MACHINERY		PO0145877	V339 KEYS	9.50
PARKS & RECREATION TOTAL				2,206.00

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

AT&T*PREMIER EBIL		PO0145877	IPAD DATA PLAN 12/17	54.78
FOUR J'S TIRE SERV		PO0145877	V114 TIRES (4)	902.96
FOUR J'S TIRE SERV		PO0145877	V157 TIRES (2)	866.24
FOUR J'S TIRE SERV		PO0145877	V932 TIRE REPAIR	141.00
LOCKE SUPPLY		PO0145877	REDUCER/ELL/FURNACE PIPE	20.63
STUART C IRBY		PO0145877	NUTS/WASHERS	17.01
STRMWTR & ROADWAY MAINT TOTAL				2,002.62

FUND 10 DEPT 750 - TECHNICAL SERVICES

AMAZON MKTPLACE PMTS		PO0145877	WORK GLOVES/HOT CHOCOLATE	37.82
AT&T*PREMIER EBIL		PO0145877	IPAD DATA PLAN 12/17	127.99
EL VAQUERO		PO0145877	EMP ERROR/REIMB VIA CHECK	12.46
FASTENAL COMPANY01		PO0145877	NUTS/BOLTS/WASHERS	37.00
FOUR J'S TIRE SERV		PO0145877	V657 TIRES (2)	255.60
GADES SALES CO. INC		PO0145877	POWER SUPPLY/VIDEO MONITOR	250.00
INDUSTRIAL MATERIALS		PO0145877	DEADBOLT LATCH/KEYS	41.00
KINNUNEN SALES AND REN		PO0145877	20 VOLT BATTERY/DRILL BITS/BLADES	238.36
LOWES #00205*		PO0145877	LADDERS/TOOL BOX ORGANIZERS	266.56
MASSCO - OKLAHOMA CI		PO0145877	LOW SPEED BUFFER/PADS	741.06
ROTEK SERVICES INC		PO0145877	REPAIR THREADING MACHINE	127.50
SHERWIN WILLIAMS 70718		PO0145877	PAINT	17.67
SIGNWAREHOUSE.COM		PO0145877	BLADES/SPRINGS/LAMINATE SHEETS	228.00
STAPLES	00106633	PO0145877	PRINTER/INK CARTRIDGES/MARKERS	276.97
VULCAN INC		PO0145877	ALUMINUM BLANKS	149.70
WM SUPERCENTER #499		PO0145877	FILE CABINET	51.32
TECHNICAL SERVICES TOTAL				2,859.01

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FUND 10 DEPT 900 - LIBRARY

AMAZON MKTPLACE PMTS	PO0145877	BOOK	8.60
AMAZON.COM	PO0145877	DOORBELL/TAPE/MAILERS/BOOK	284.27
BRODART SUPPLIES	PO0145877	BOOKS (61)	757.16
BRODART SUPPLIES	PO0145877	M-1717 BOOKS (57)	1,088.73
DOLLAR TREE	PO0145877	PROGRAM SUPPLIES	10.00
HOBBY-LOBBY #0008	PO0145877	PROGRAM SUPPLIES	8.97
JUMBO FOODS	PO0145877	PROGRAM SUPPLIES	62.65
LOCKE SUPPLY	PO0145877	LED LIGHT FIXTURES (4)	358.16
LOWES #00205*	PO0145877	STORAGE/HANGING TOOLS/LIGHTS	179.30
MID AMERICA FOOD DISTR	PO0145877	PROGRAM SUPPLIES	60.23
PLANNER PADS CO	PO0145877	PLANNER	42.27
SCHOLASTIC BOOK FAIRS	PO0145877	BOOKS (15)	398.35
SCHOLASTIC BOOK FAIRS	PO0145877	TEEN SRP BOOKS (58)	268.64
STUART C IRBY	PO0145877	BALLAST KITS	30.70
TED'S CAFE - COUNCILRD	PO0145877	MEAL (3)/OLA CONF	47.97
		LIBRARY TOTAL	3,606.00

FUND 20 DEPT 205 - AIRPORT

OREILLY AUTO #0188	PO0145877	COOLANT	35.98
		AIRPORT TOTAL	35.98

FUND 22 DEPT 225 - GOLF

ATWOOD 01 ENID	PO0145877	JEANS/G NASH	59.97
ATWOOD 01 ENID	PO0145877	SAFETY BOOTS/G NASH	129.99
SAVE A LOT #24925	PO0145877	COFFEE	20.97
SAVE A LOT #24925	PO0145877	SNACKBAR SUPPLIES	25.55
		GOLF TOTAL	236.48

FUND 30 DEPT 305 - STREET & ALLEY

ALBRIGHT STEEL WIRE EN	PO0145877	R-1808 TIE WIRE	50.40
HUGHES LUMBER COMPANY	PO0145877	R-1808 LUMBER	112.30
KINNUNEN SALES AND REN	PO0145877	R-1808 LIFT/REBAR	761.36
		STREET & ALLEY TOTAL	924.06

FUND 31 DEPT 760 - SOLID WASTE

VULCAN INC	PO0145877	SIGN BLANKS (15)	147.60
DEPT OF ENV QUALITY	PO0145877	STORMWATER PERMIT/LANDFILL	382.48
ESKIMO JOES	PO0145877	MEAL (2)/TRASH TRUCK RECON	29.16
SCHIEBER S DONUTS & DE	PO0145877	MEAL (18)/SAFETY MEETING	22.30
		SOLID WASTE TOTAL	581.54

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

LOWES #00205*	PO0145877	CONCRETE/TROWEL/HAND SANDER	118.02
		PUBLIC UTILITIES MGMT TOTAL	118.02

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FUND 31 DEPT 790 - WATER PRODUCTION

DEPT OF ENV QUALITY	PO0145877	TRAINING/CERTIFICATION (4)	248.00
LOCKE SUPPLY	PO0145877	BALL VALVE	54.18
LOWES #00205*	PO0145877	STEEL SHELVING	289.94
ROTEK SERVICES INC	PO0145877	REPAIR THREADING MACHINE	127.50
STAPLES 00106633	PO0145877	OFFICE CHAIR	49.99
<u>WATER PRODUCTION TOTAL</u>			<u>769.61</u>

FUND 31 DEPT 795 - WATER RECLAMATION SVS

ACCURATE ENVIROMENTAL	PO0145877	CLASS C WATER TRAINING (2)	470.00
ATWOOD 01 ENID	PO0145877	20V BATTERIES (2)	149.99
ATWOOD 01 ENID	PO0145877	COAT/COVERALLS/B KRAUSSE	149.98
ATWOOD 01 ENID	PO0145877	COVERALLS/R RUIZ	99.99
FOUR J'S TIRE SERV	PO0145877	V340 TIRE	151.70
INTERSTATE ALL BATTERY	PO0145877	BATTERY	7.20
KINNUNEN SALES AND REN	PO0145877	SAFETY GLASSES/STRAINERS/COUPLING	55.73
LOUIE'S STILLWATER LLC	PO0145877	MEAL (2)/CLASS C WATER TRAINING	29.55
THE HIDEAWAY	PO0145877	MEAL (2)/CLASS C WATER TRAINING	31.83
<u>WATER RECLAMATION SVS TOTAL</u>			<u>1,145.97</u>

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

AMAZON MKTPLACE PMTS	PO0145877	UPS REPLACEMENTS	238.73
DEPT OF ENV QUALITY	PO0145877	STORMWATER PERMIT	764.96
STUART C IRBY	PO0145877	BREAKER LUG KIT	167.46
<u>WASTEWATER PLANT MGMT TOTAL</u>			<u>1,171.15</u>

FUND 51 DEPT 515 - POLICE

BAYSINGERS UNIFORMS &	PO0145877	DEODORIZER	136.96
BILLY SIMS BBQ - ADA	PO0145877	MEAL (2)/CLEET TRAINING	31.98
FOUR J'S TIRE SERV	PO0145877	V2063 TIRES (4)	468.80
FOUR J'S TIRE SERV	PO0145877	V2149 TIRES (4)	521.36
JUMBO FOODS	PO0145877	BOTTLED WATER	22.25
LOVE S COUNTRY00002196	PO0145877	V2085 FUEL/CLEET TRAINING	29.82
STEVENS FORD	PO0145877	V2019 STEERING REPAIR	204.62
STEVENS FORD	PO0145877	V2063 ABS REPAIR	215.96
<u>POLICE TOTAL</u>			<u>1,631.75</u>

FUND 65 DEPT 655 - FIRE

2000 CED	PO0145877	JUNCTION BOXES/FITTINGS	49.21
AMAZON MKTPLACE PMTS	PO0145877	FIRST AID KIT	27.31
ENID WINNELSON CO	PO0145877	PIPE/ELL	59.60
FAMILY DOLLAR #2065	PO0145877	BLEACH (10)	29.50
HOBBY-LOBBY #0008	PO0145877	FRAMES (9)/TABLE CLOTHS (21)	164.70
NATIONAL REGISTRY EMT	PO0145877	EMT RECERTIFICATION (30)	450.00
SCHEFFE PRESCRIPTI	PO0145877	BLOOD PRESSURE CUFF (2)	33.90

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THE MAIL ROOM LLC	PO0145877	SHIPPING FEES	8.80
THE UPS STORE 5063	PO0145877	SHIPPING FEES	21.79
WAL-MART #4390	PO0145877	CHIEF'S FUND/KID'S TREATS	78.85
		FIRE TOTAL	923.66

FUND 99 DEPT 995 - EPTA

JUMBO FOODS	PO0145877	MEAL/EMPLOYEE APPRECIATION	147.37
		EPTA TOTAL	147.37

JP MORGANCHASE CLAIMS LIST TOTAL \$ 19,952.09

City Commission Meeting

11.1.

Meeting Date: 01/04/2018

Submitted By: Amy Rodgers, Public Utilities Admin Assistant

SUBJECT:

AWARD THE PURCHASE OF ONE 311E VAC-CON COMBINATION SEWER CLEANER FOR THE PUBLIC UTILITIES DIVISION, FROM FRONTIER EQUIPMENT SALES, YUKON, OKLAHOMA, IN THE AMOUNT OF \$330,542.28.

BACKGROUND:

In order to adequately provide continuing customer service and to maintain compliance with the Department of Environmental Quality's rules and regulations, the Public Utilities Division is requesting the purchase of a new Vac-Con combination sewer cleaner. The existing truck was manufactured in 2005 with an estimated life of 6 years. It has been in use for double that amount of time, approximately 12 years. It has a recorded use of 12,670 hours. A trade-in value has been offered by Frontier Equipment Sales on a 1994 sewer cleaner in our fleet.

The Oklahoma State Purchasing Contract #SW-193 with Frontier Equipment Sales provided the following quote:

WITHOUT TRADE-IN:	
List Price	\$350,542.28
Total Price	\$350,542.28

WITH TRADE-IN:	
List Price	\$350,542.28
Trade-in Value	(\$20,000)
Total Price	\$330,542.28

This amount was not included in the 2017-2018 budget; however, other budgeted items have been removed to allow for this purchase.

RECOMMENDATION:

Award trade-in & purchase to Frontier Equipment Sales in the amount of \$330,542.28.

PRESENTER:

Louis Mintz, Public Utilities Director

Fiscal Impact

Budgeted Y/N: N
Amount: \$330,542.28
Funding Source:
 Enid Municipal Authority

Attachments

State Contract

Quote 1

Quote 2

Equipment Brochure

Company Name	Frontier Equipment Sales, L.L.C.
Doing Business as (if applicable)	
Contact Person for Solicitation Response	Clark Kerr
Phone	405-354-2611
Email	frontiercdk@gmail.com
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are different than the payment address)	P.O. Box 850114
City, State, Zip	Yukon, OK 73085
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	Clark Kerr
Phone	405-354-2611
Fax	405-354-2992
Email	frontiercdk@gmail.com
Secondary Contact for Contract/Ordering	N/A
Phone	N/A
Fax	N/A
Email	N/A
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	P.O. Box 850114
City, State, Zip	Yukon, OK 73085
Contact Person/Department for payment	Haley Hill
Phone	405-354-2611
Fax	405-354-2992
Email	frontierrecept@gmail.com
Counties You can provide products/warranty service/repair parts to	<input checked="" type="checkbox"/> All counties in Oklahoma OR just these counties: _____
	(include any special conditions, such as territory or district maps on a separate sheet)
Continued-counties	OR all BUT these counties:
Trade-ins	<input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available (Include any special conditions on a separate sheet)
Payment Discount (i.e. 15 days)	Net N/A days
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)

Physical Address For Repair:

DCS/PURCHASING

4123 North Banner Road
E1 Reno, OK 73036

SOLICITATION PACKAGE - PAGE 17

TECHNICAL REQUIREMENTS

8. Our units can be purchased as one piece or the customer can provide their own chassis (new or used.) This is the customer's choice.

Vac-Con
969 Hall Park Dr.
Green Cove Springs, FL 32043
Phone - 888-491-5762

John Bean Jetters
101 Durand Rd.
Lagrange, GA 30241
Phone - 800-241-2308

US Jetting
850 McFarland Rd.
Alpharetta, GA. 30004
Phone - 800 - 538 - 8464

If the chassis is provided by the manufacturer (or Frontier Equipment Sales, L.L.C.) it will be new and there will be no discount offered on the chassis, just the body. If the chassis is provided by the manufacturer, the customer is allowed their choice of reduced chassis options on an in-stock chassis or choice of full selection of chassis options on an ordered chassis (ordered chassis may affect delivery time.) We receive no discount on these chassis. What they cost us is what they cost the customer.

In some cases, there will be a mounting charge for customer supplied chassis. The customer will be responsible to make sure their chassis will meet the manufacturer's requirement. The customer will be responsible for delivery of the chassis to the manufacturer. We will provide delivery from the manufacturer to the customer.

9. 35% restocking fee plus shipping on parts (within 30 days of order.) If Frontier Equipment Sales makes a mistake when ordering the part, there will be no charge for returns.

10. Outside salesman, trade shows, website.



FRONTIER EQUIPMENT

P.O. Box 850114
Yukon, Oklahoma 73085-0114

OFFICE
405/354-2611 ■ Fax 405/354-2992

QUOTE

Date	QUOTE #
12/6/2017	QUOTE 2072

Name / Address
CITY OF ENID P.O. BOX 1768 ENID, OK 73702-1768

Ship To
CITY OF ENID WATER RECOMMENDATIONS 1500 WEST POPLAR ENID, OK 73703 ATTN:

Item	Description	Qty	Cost	Total
Misc. Parts	<p>NEW 2017 TWIN ENGINE VAC-CON 11 YARD COMBINATION SEWER CLEANER WITH 1,500 GALLON WATER CAPACITY MOUNTED ON A 2017 FREIGHTLINER 114SD 6X4 66,000 GVWR ISL370 3000RDS CHASSIS.</p> <p>THIS UNIT COMES WITH ALL STANDARD FEATURES AND THE FOLLOWING OPTIONS:</p> <p>MODEL - 311E/1500 BLOWER - HYDROSTATIC DRIVE BOOM - 10' ALUMINUM TELESCOPING BOOM WITH PENDANT CONTROL STATION HOSE REEL - FRONT MOUNTED, ARTICULATING TO DRIVER SIDE (STD PIVOT) JET RODDER HOSE - 800' X 3/4" JET RODDER HOSE - (NON-CONTINUOUS) WATER SYSTEM - 50 GPM/3000 PSI PUMP AUXILIARY ENGINE - FORD POWER PRODUCTS GAS WSH-1068, 6.8 LITER, (415 CID) (10) CYLINDER, V-10, 222HP AT 3200 RPM/360 FTLBS AT 3200 RPM WATER PUMP - GIANT</p> <p>1- WIRED BOOM PENDANT CONTROL 1- HYDRAULIC REAR DOOR OPENER 1- AIR PURGE SYSTEM 1- DEBRIS BODY "POWER FLUSH" SYSTEM, 8 JETS 1- PRE-TANK WATER FILTER (IN-LINE) 1- WATER PUMP REMOTE OIL DRAIN 1- WINTER RECIRCULATING CONNECTION FOR LOW PRESSURE CIRCUIT 1- WINTER RECIRCULATING SYSTEM FOR RODDER HOSE 1- HOSE FOOTAGE COUNTER (STANDARD - DRIVER SIDE) 1- HOSE REEL CAGE 1- AUXILIARY ENGINE REMOTE OIL DRAIN 2- MIRROR MOUNTED LED BEACON/STROBE LIGHT WITH LIMB GUARD - WHELEN L21HAP LED BEACON WITH WHELEN BGH BRAND GUARD 1- FRONT HOSE REEL CAMERA PLACEMENT - TO VIEW IN FRONT OF HOSE REEL AIREA 1- REAR CAMERA PLACEMENT 1- TRAFFIC CAMERA WITH COLOR MONITOR - MUST PICK CAMERA PLACEMENT</p>	1	350,542.28	350,542.28

Subtotal		
Sales Tax (0.0%)		
Total		



FRONTIER EQUIPMENT

P.O. Box 850114
 Yukon, Oklahoma 73085-0114

OFFICE
 405/354-2611 ■ Fax 405/354-2992

QUOTE

Date	QUOTE #
12/6/2017	QUOTE 2072

Name / Address
CITY OF ENID P.O. BOX 1768 ENID, OK 73702-1768

Ship To
CITY OF ENID WATER RECOMMENDATIONS 1500 WEST POPLAR ENID, OK 73703 ATTN:

Item	Description	Qty	Cost	Total
	1 - LAZY SUSAN PIPE RACK (HOLDS 5 PIPES) 1 - PAINT TO BE ADVISED 1 - DELIVERY 1 - ON SITE TRAINING THE FOLLOWING OPTIONS ARE NOT INCLUDED IN QUOTE PRICE. IF REQUIRED PLEASE ADD THEIR COST TO THE QUOTE PRICE: \$5,410.50---WIRELESS REMOTE \$6,243.89---HYDRO-X PACKAGE \$4,485.28---AUX DRIVEN HYDRAULICS \$0.00---GM 5.7 LITER, 350 CID, 140 HP, 8CYL GAS AUX ENGINE \$31,014.78---JOHN DEERE TIER 4 DIESEL AUX ENGINE \$4,890.74---AUTO LVL WIND PRICING IS PER OKLAHOMA STATE CONTRACT# SW-193 OKLAHOMA STATE CONTRACT OFFICER: JOYCE LEIVAS 405-521-2479 JOYCE.LEIVAS@OMES.OK.GOV			

Subtotal			\$350,542.28
Sales Tax (0.0%)			\$0.00
Total			\$350,542.28



FRONTIER EQUIPMENT

P.O. Box 850114
 Yukon, Oklahoma 73085-0114

OFFICE
 405/354-2611 ■ Fax 405/354-2992

QUOTE

Date	QUOTE #
12/6/2017	QUOTE 2072

Name / Address
CITY OF ENID P.O. BOX 1768 ENID, OK 73702-1768

Ship To
CITY OF ENID WATER RECOMMENDATIONS 1500 WEST POPLAR ENID, OK 73703 ATTN:

Item	Description	Qty	Cost	Total
Misc. Parts	<p>*****REVISED WITH TRADE*****</p> <p>NEW 2017 TWIN ENGINE VAC-CON 11 YARD COMBINATION SEWER CLEANER WITH 1,500 GALLON WATER CAPACITY MOUNTED ON A 2017 FREIGHTLINER 114SD 6X4 66,000 GVWR ISL370 3000RDS CHASSIS.</p> <p>THIS UNIT COMES WITH ALL STANDARD FEATURES AND THE FOLLOWING OPTIONS:</p> <p>MODEL - 311E/1500 BLOWER - HYDROSTATIC DRIVE BOOM - 10' ALUMINUM TELESCOPING BOOM WITH PENDANT CONTROL STATION HOSE REEL - FRONT MOUNTED, ARTICULATING TO DRIVER SIDE (STD PIVOT) JET RODDER HOSE - 800' X 3/4" JET RODDER HOSE - (NON-CONTINUOUS) WATER SYSTEM - 50 GPM/3000 PSI PUMP AUXILIARY ENGINE - FORD POWER PRODUCTS GAS WSH-1068, 6.8 LITER, (415 CID) (10) CYLINDER, V-10, 222HP AT 3200 RPM/360 FTLBS AT 3200 RPM WATER PUMP - GIANT</p> <p>1- WIRED BOOM PENDANT CONTROL 1 - HYDRAULIC REAR DOOR OPENER 1 - AIR PURGE SYSTEM 1 - DEBRIS BODY "POWER FLUSH" SYSTEM, 8 JETS 1 - PRE-TANK WATER FILTER (IN-LINE) 1 - WATER PUMP REMOTE OIL DRAIN 1 - WINTER RECIRCULATING CONNECTION FOR LOW PRESSURE CIRCUIT 1 - WINTER RECIRCULATING SYSTEM FOR RODDER HOSE 1 - HOSE FOOTAGE COUNTER (STANDARD - DRIVER SIDE) 1 - HOSE REEL CAGE 1 - AUXILIARY ENGINE REMOTE OIL DRAIN 2 - MIRROR MOUNTED LED BEACON/STROBE LIGHT WITH LIMB GUARD - WHELEN L21HAP LED BEACON WITH WHELEN BGH BRAND GUARD 1 - FRONT HOSE REEL CAMERA PLACEMENT - TO VIEW IN FRONT OF HOSE REEL AREA 1 - REAR CAMERA PLACEMENT 1 - TRAFFIC CAMERA WITH COLOR MONITOR - MUST PICK CAMERA</p>	1	350,542.28	350,542.28

Subtotal
Sales Tax (0.0%)
Total



FRONTIER EQUIPMENT

P.O. Box 850114
 Yukon, Oklahoma 73085-0114

OFFICE
 405/354-2611 ■ Fax 405/354-2992

QUOTE

Date	QUOTE #
12/6/2017	QUOTE 2072

Name / Address
CITY OF ENID P.O. BOX 1768 ENID, OK 73702-1768

Ship To
CITY OF ENID WATER RECOMMENDATIONS 1500 WEST POPLAR ENID, OK 73703 ATTN:

Item	Description	Qty	Cost	Total
DDISCOUNT	PLACEMENT 1 - LAZY SUSAN PIPE RACK (HOLDS 5 PIPES) 1 - PAINT TO BE ADVISED 1 - DELIVERY 1 - ON SITE TRAINING THE FOLLOWING OPTIONS ARE NIT INCLUDED IN QUOTE PRICE. IF REQUIRED PLEASE ADD THEIR COST TO THE QUOTE PRICE: \$5,410.50---WIRELESS REMOTE \$6,243.89---HYDRO-X PACKAGE \$4,485.28---AUX DRIVEN HYDRAULICS \$0.00---GM 5.7 LITER, 350 CID, 140 HP, 8CYL GAS AUX ENGINE \$31,014.78---JOHN DEERE TIER 4 DIESEL AUX ENGINE \$4,890.74---AUTO LVL WIND PRICING IS PER OKLAHOMA STATE CONTRACT# SW-193 OKLAHOMA STATE CONTRACT OFFICER: JOYCE LEIVAS 405-521-2479 JOYCE.LEIVAS@OMES.OK.GOV 1 - FRONTIER EQUIPMENT SALES, L.L.C. IS OFFERING A TRADE IN PRICE OF \$20,000.00 FOR THE VAC-CON (SERIAL NUMBER 04941005). THE UNIT MUST BE IN THE SAME SHAPE AS IT WAS WHEN INSPECTED ON 12-13-2017.		-20,000.00	-20,000.00

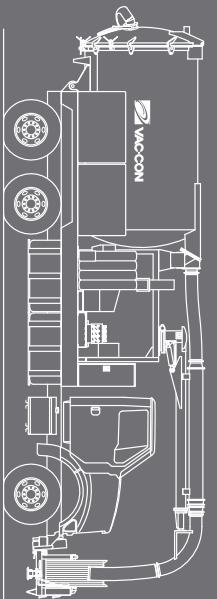
Subtotal	\$330,542.28
Sales Tax (0.0%)	\$0.00
Total	\$330,542.28



VAC·CON

MORE **POWER** TO YOU

3.5 YARD • 5 YARD • 9 YARD • 11 YARD • 12 YARD • 16 YARD
COMBINATION MACHINE SERIES





VAC-CON EMPOWERS YOU TO DO MORE

Vac-Con delivers more power and value than the competition

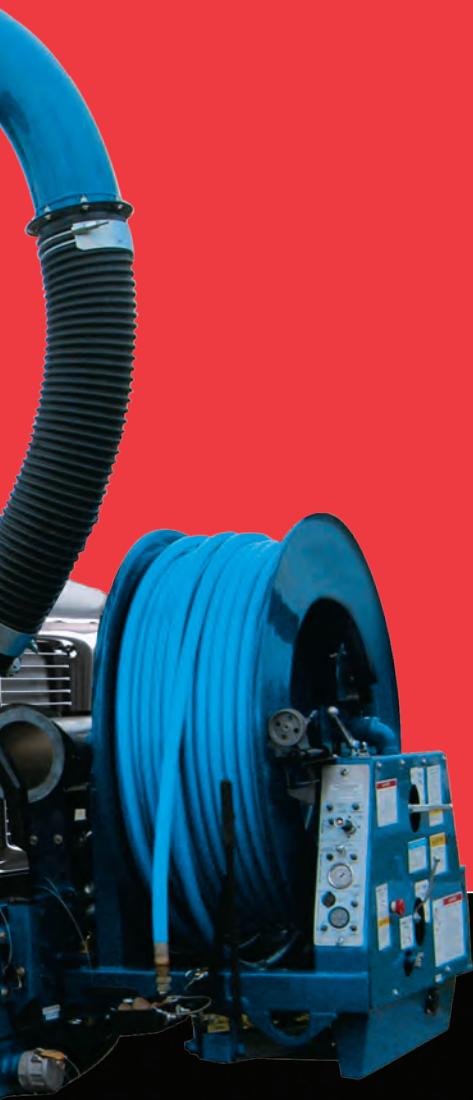
Only a Vac-Con comes fully loaded with a powerful package of thoughtful features. For more power, flawless ease of use, relentless performance, rugged durability and uncompromised safety...Vac-Con delivers.

More Uptime – Vac-Con machines are so durable they stay on the job longer

More Proof – Vac-Con's technology always delivers better equipment and solutions

More Success – Vac-Con machines allow you to load faster, last longer, and do the job better

More Confidence – With Vac-Con you just know that you can always do more



EASE OF OPERATION



We design every product with more ease of operation in mind by integrating important extras including ...

- Hydrostatic drive
- Single station controls
- Wireless remote
- Telescoping boom up to 10', 270° rotation
- Articulating hose reel

SAFETY



We power up performance without compromising safety by ensuring that the industry's best safety features are all included as standard equipment.

- Hydraulic rear door locks
- Automatic vacuum breaker
- Reflective striping
- Hydraulic safety interlock
- Emergency shut down

PERFORMANCE



We pack a punch that delivers more power to you by keeping performance prominent with power-conscious features like our ...

- 3-stage centrifugal compressor
- 27" Corten® steel fans in compressor
- Articulating hose reel
- 2-engine design allows totally independent control of vacuum and water system
- Hydrostatic Blower drive

DURABILITY



We ensure Vac-Con machines resist the worst wear and tear by using only the highest quality materials.

- Corten® steel body and compressor parts
- Centrifugal separator with cleanout
- Deflector shield in debris body
- Cross-linked polyethylene water tanks
- Welded fan components

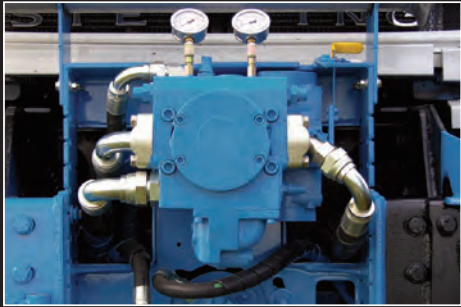
VAC-CON'S FEATURES ARE BETTER BY DESIGN



COMPRESSOR SYSTEM PERFORMS ON THE JOB AND UNDER WATER

Vac-Con's unique 3-stage compressor simply loads faster than any other fan on the market. Increasing both vertical and horizontal pull, this powerful system develops 200" (H₂O) of vacuum

to perform the toughest jobs, like vacuuming underwater without special attachments. It is backed by a five-year warranty.



HYDROSTATIC DRIVE MAKES THE OPERATOR'S LIFE EASIER

Using the Vac-Con chassis engine with hydrostatic drive for the vacuum is a more efficient system because it's less complicated and eliminates the need for cumbersome PTO, clutch, and gearbox operation.

It will allow the operator to focus on getting the job done. We don't believe that you should have to work hard to make the machine work hard!



DUAL ENGINE DESIGN RAISES THE POWER

Vac-Con's unique 2-engine design uses the chassis engine to drive the vacuum where you really need the power. The auxiliary engine drives the water system which delivers continuous, complete water recirculation whether

you're in motion or resting. This 2-engine design allows the convenience of truly independent vacuum and water system operation.



CORTEN® STEEL DEBRIS TANK IS MORE DURABLE AND RESISTS RUST AND CORROSION

All Vac-Con debris tanks are made of Corten® steel, a high strength, low-alloy steel, developed and proven in vacuum loader applications to resist corrosion and abrasion. The debris tank door is securely fastened by

hydraulic door locks and is controlled from the side of the truck for optimum safety and... it's backed by a five-year warranty.



VAC-CON WATER TANKS ARE THERE FOR THE LONG HAUL

Constructed of durable cross-linked polyethylene, these tanks resist damage from impact, are not affected by the elements or corrosion, and are easily maintained.

We are so confident, we offer a standard ten-year warranty.

COMBINATION MACHINE SERIES

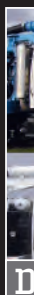
OUR "STANDARD" PACKAGE COMES FULLY LOADED

- 1 Hydraulically Operated, Front-Mounted Hose Reel
- 2 Operating Controls In Front
- 3 Hose Rewind Guide
- 4 Connection For High-Pressure Handgun
- 5 Polyethylene Water Tanks, Low Center Of Gravity
- 6 High Capacity Water Pump



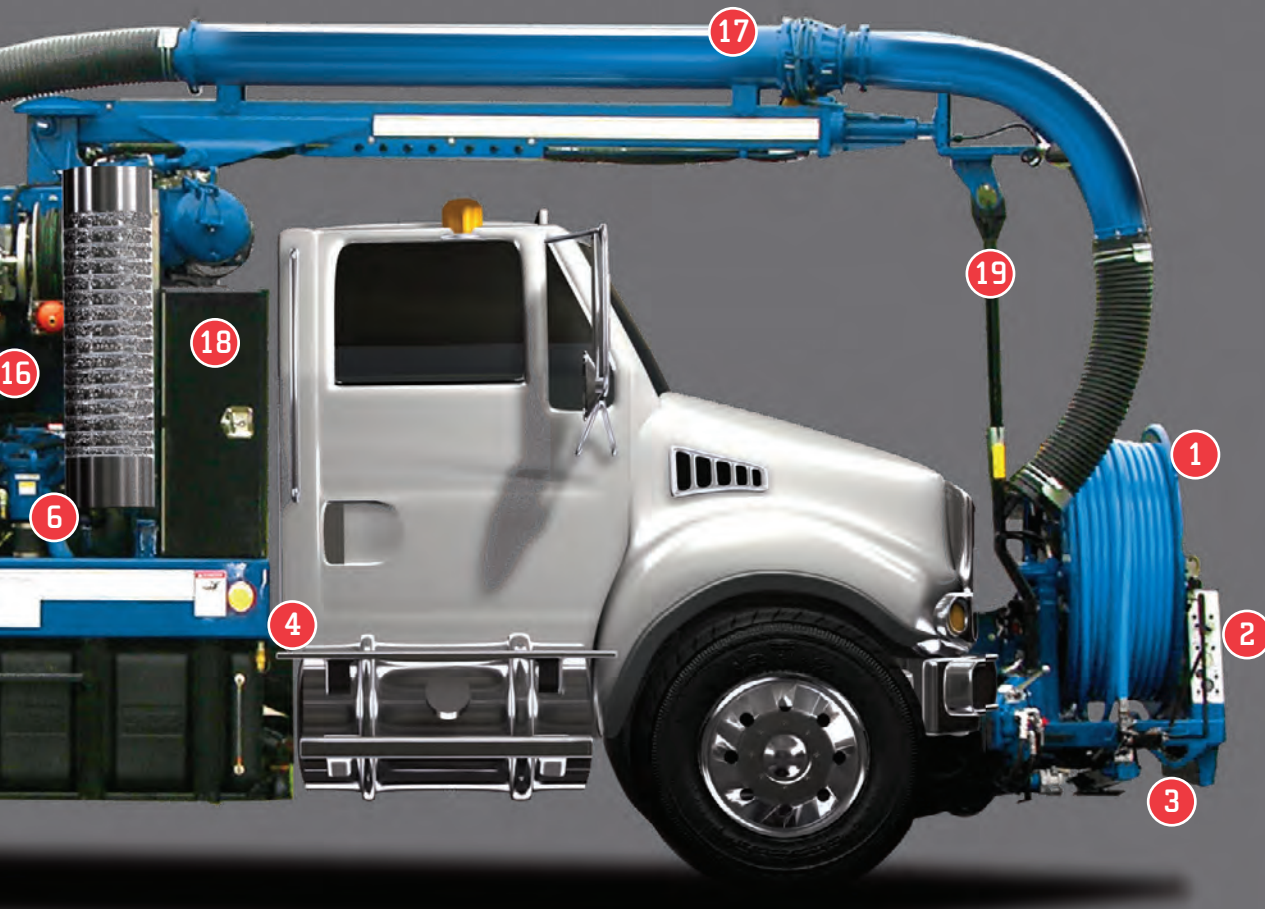
OPTIONS

- | | |
|----------------------------------|---------------------------------|
| A Hydrostatic Drive | F Hydro-Excavation Package |
| B Articulating Hose Reel | G Wireless Remote |
| C 3-Stage Centrifugal Compressor | H Variable Flow Water System |
| D 6' or 10' Telescoping Boom | I Hydraulic Pump-Off Systems |
| E Hi-Dump | J Positive Displacement Blowers |



- 7 Lubrication Chart
- 8 Debris Body Dump Control On Side Of Truck
- 9 Centrifugal Compressor, With Welded Corten® Steel Fans
- 10 Centrifugal Separator & Clean-Out
- 11 Hinged Door, Fully Opening With Hydraulic Door Locks
- 12 Butterfly Drain Valve & Hose
- 13 Corten® Steel Debris Tank
- 14 External Load Indicator

- 15 Exclusive Automatic Vacuum Breaker Shut Off System
- 16 Auxiliary Engine For Independent Water System Operation
- 17 Hydraulic Boom Rotates Up To 270°
- 18 Weather-Tight Tool Boxes With Locks
- 19 Transport Cradle For Boom





SEE WHAT MORE
YOU CAN DO WITH

INSPECTOR CAM
BY VAC-CON

When you can see the problem you can do so much more with a Vac-Con combo machine. Conveniently mounted and easy to use, Inspector Cam allows you to inspect and deal with broken pipes, protruding laterals, off-grade pipes, leaking joints, recessed taps, root infiltration and much more. Inspector Cam can be enhanced with video recording and on-screen footage and titling features.



POWER UP

Our Power Up customer support is dedicated to serving your needs and since we have the highest rated customer support program in the industry, you always get exactly what you need. Whether it's parts, technical service or maintenance training, Vac-Con's Power Up customer support people get it done... right away.

EVERY VAC-CON IS BACKED BY POWER UP CUSTOMER SUPPORT

No matter what you need, our mission is to help you on the spot. We go the extra mile to get you back on the job as soon as humanly possible. Vac-Con's part tracking software ensures that we have in inventory all the parts you need when you need them. We have a dedicated service facility for all warranty work, local repairs, and refurbishing work.

Power Up gives you:

- 26,000 square foot service department
- Training center with expert instructors
- 24/7 real person support help line
- Over \$5 million in parts inventory
- 24 hour parts shipment turnaround

THE BEST PART ABOUT VAC-CON IS THE HUMAN FACTOR

While we build the best machines available in the industry, it's our people who really make the difference. That's because our people always take the extra step and always go above and beyond to make sure you have exactly what you need to get the job done. The human factor also extends to our dealer network of:

- US dealers for all 50 states
- Canadian dealers for all provinces
- International dealers in most countries

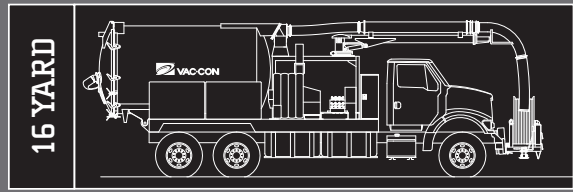
VAC-CON MAKES LEASING EASY

Our Ultimate Leasing Program uses creative financial solutions that maximize your working capital and:

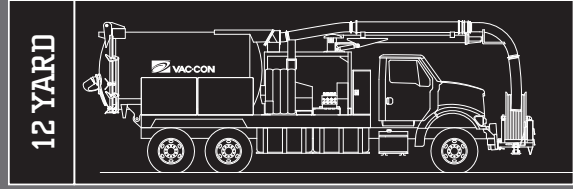
- 100% leasing allows you to add all the options you really need
- Fixed rate financing lets you plan with no surprises
- Simplifies your accounting and tax reporting
- Keeps your credit lines intact



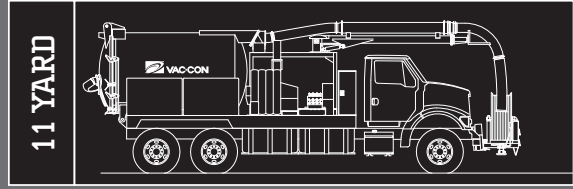
VAC-CON MODELS AND SPECS:



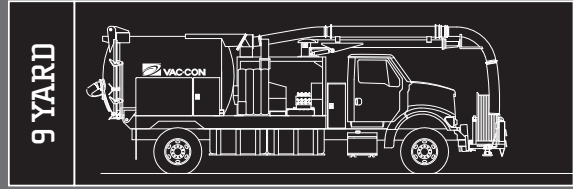
16 YARD



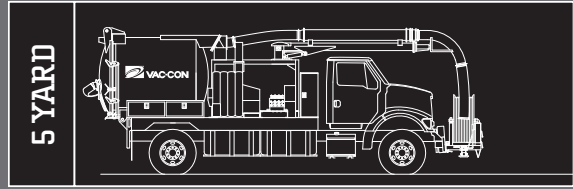
12 YARD



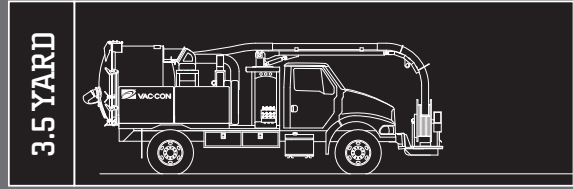
11 YARD



9 YARD



5 YARD



3.5 YARD



VAC-CON
MORE POWER TO YOU

How does your machine stack up?
 To request a demonstration call
 904-284-4200 or visit www.vac-con.com

969 Hall Park Drive
 Green Cove Springs, FL 32043 U.S.A.
 Tel: 904-284-4200 • Fax: 904-284-3305
www.vac-con.com • vns@vac-con.com

SAFETY

DURABILITY

PERFORMANCE

EASE OF OPERATION

	16 YARD	12 YARD	11 YARD	9 YARD	5 YARD	3.5 YARD
Automatic Vacuum Breaker	•	•	•	•	•	•
Vacuum Breaker/Relief in Pendant Control Station	•	•	•	•	•	•
Emergency Shut Down	•	•	•	•	•	•
Hydraulic Safety Interlock	•	•	•	•	•	•
Circuit Breakers	•	•	•	•	•	•
Available Fan Silencer	•	•	•	•	•	•
Hydraulic Rear Door Locks	•	•	•	•	•	•
Boom Travel Tie Down	•	•	•	•	•	•
Protected Hose Reel Drive Components	•	•	•	•	•	•
Footage Counter	•	•	•	•	•	•
Low Water Alarm/Light	•	•	•	•	•	•
Strobe Lights	•	•	•	•	•	•
ICC Lighting	•	•	•	•	•	•
Reflective Striping	•	•	•	•	•	•
Corten® Steel Debris Body	•	•	•	•	•	•
Deflector Shield in Debris Body	•	•	•	•	•	•
Welded Fan Components	•	•	•	•	•	•
Centrifugal Separator with Cleanout	•	•	•	•	•	•
Water Pump Drain	•	•	•	•	•	•
Winter Recirculation	•	•	•	•	•	•
Centrifugal Compressor Flush Out	•	•	•	•	•	•
12 Month Warranty	•	•	•	•	•	•
Polyethylene Water Tanks from 500 to 1500 gallons	•	•	•	•	•	•
Polyurethane Paint	•	•	•	•	•	•
Available Hi Dump	•	•	•	•	•	•
Hydraulic Scissor Lift	•	•	•	•	•	•
Body Pump Off	•	•	•	•	•	•
Street Flusher	•	•	•	•	•	•
Full Opening Rear Door	•	•	•	•	•	•
Water Pump with Smooth Continuous Pressure	•	•	•	•	•	•
Front Tow Hooks	•	•	•	•	•	•
2-Stage Compressor	•	•	•	•	•	•
Available 3-Stage Centrifugal Compressor	•	•	•	•	•	•
27" Corten® Steel Fans in Compressor	•	•	•	•	•	•
2 Engine Design: Vacuum System powered by Chassis Engine and Water System by Auxiliary Engine	•	•	•	•	•	•
Portable Video Inspection	•	•	•	•	•	•
Boom Lights	•	•	•	•	•	•
Grate Lifting Hook on Boom	•	•	•	•	•	•
Front Mounted Hydraulic Hose Reels from 500' to 800' Capacity	•	•	•	•	•	•
Articulating Hose Reel	•	•	•	•	•	•
Hand Gun Reel	•	•	•	•	•	•
Manual Level Wind Guide	•	•	•	•	•	•
Available Positive Displacement Blower	•	•	•	•	•	•
6" Vac Intake Hose	•	•	•	•	•	•
8" Vac Intake Hose	•	•	•	•	•	•
4 Way Boom With 270° Rotation	•	•	•	•	•	•
Water Systems up to 3000 PSI and 120 GPM	•	•	•	•	•	•
Water Systems up to 4000 PSI and 30 GPM	•	•	•	•	•	•
Hydrostatic Blower Drive	•	•	•	•	•	•
Available Automatic Level Wind Guide	•	•	•	•	•	•
Telescoping Boom, Extendable Boom	•	•	•	•	•	•
Joystick for Boom	•	•	•	•	•	•
Available Wireless Remote	•	•	•	•	•	•
Coated Body/Body Wash Out	•	•	•	•	•	•
Hand Gun Wash Down System	•	•	•	•	•	•
Tachometer for Chassis Engine at Operator Station	•	•	•	•	•	•
Gravity Drain Systems	•	•	•	•	•	•
5" Butterfly Valve	•	•	•	•	•	•
Rear Door Pipe Rack	•	•	•	•	•	•
Rotary Pipe Rack	•	•	•	•	•	•
Tool Boxes / Tool Storage	•	•	•	•	•	•

City Commission Meeting

11.2.

Meeting Date: 01/04/2018

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

APPROVE TRANSFER OF OWNERSHIP OF PIPE LINES AND RIGHTS-OF-WAY WITH KOCH FERTILIZER ENID, LLC OF CERTAIN RE-USE (PROCESS WATER) LINES.

BACKGROUND:

Two transfers/re-use lines are a part of this item, one to Koch Fertilizer Enid, LLC and one to the EMA.

The Enid Municipal Authority has ownership of a 14 inch line from the City of Enid Waste Water Treatment plant and the Water Reclamation Facility to the Koch Fertilizer Plant. The line was built in the 1970s and was used to carry re-use water (process water) from the City treatment facility to Koch for use in their plant by contract. Koch provided operation and maintenance of the line. This action will transfer the ownership of the old 14 inch line to Koch. Because of the age of the line, it is no longer considered useable as a pressure line; however, it can be used by Koch as a gravity flow line to augment their permitted treated water discharge system from its plant to Skeleton Creek. Their discharge will remain compliant with ODEQ permit requirements.

Additionally, a new 24 inch line has been constructed by Koch to replace the old line. Koch is transferring ownership of the new line and the associated rights-of-way to the EMA. Koch will continue to be responsible for operation and maintenance of the new line, just as it was for the old 14 inch line. Ownership of the line will allow the EMA to connect other re-use water users to the line should Koch's demand decrease. The transfer of pipe system ownership is a part of the plant expansion process and provides a benefit to all parties.

RECOMMENDATION:

Approve transfer of ownership and rights-of-way of re-use pipe systems.

PRESENTER:

Robert Hitt, PE, City Engineer

Attachments

Koch Quitclaim Deed 24 Inch
Koch Quitclaim Bill of Sale 14 Inch
Koch Quitclaim Bill of Sale 24 Inch
Koch Quitclaim Deed 14 Inch

Prepared by and after recording return to:

Koch Fertilizer Enid, LLC
c/o Koch Companies Public Sector, LLC
4111 E. 37th Street North
Wichita, Kansas 67220
Attention: Legal Department – Real Estate

STATE OF OKLAHOMA

COUNTY OF GARFIELD

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor, **Koch Fertilizer Enid, LLC**, a Delaware limited liability company (“Grantor”), in hand paid by **Enid Municipal Authority**, a municipal corporation (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby quit claim to Grantee, all of its right, title and interest in or to that certain 24” waterline (the “Property”) located on the property described on Exhibit “A” attached hereto and incorporated herein by reference.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

Grantee hereby fully releases Grantor and its affiliates from any liability and claims arising out of or related to the ownership, operation, or maintenance of the Property.

For the consideration aforesaid, Grantor hereby reserves for itself, its successors and assigns, as an easement appurtenant to the Property hereby conveyed, an easement for ingress and egress over and across the property at the location of the pipeline, being more particularly depicted on Exhibit “A”, attached hereto and incorporated herein, for the purpose of maintaining, operating, and repairing the Property and any other pumps, meters or other equipment in connection with the Property.

TO HAVE AND TO HOLD all and singular the Property unto the said Grantee, its successors and assigns forever, with all appurtenances thereto belonging.

The property is conveyed and accepted “As Is”, “Where Is” in its present physical condition, with all faults and defects of whatever kind, latent or patent, known or unknown, and Grantor makes no warranty, express or implied, as to the title of said property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Exhibit A

Property

One 24" pipeline located across land described as follows in Garfield County, Oklahoma, current approximate location depicted on Exhibit A-1, attached hereto and made a part hereof, for the transportation of water, together with the improvements and appurtenances thereunto belonging:

- 1) Two (2) strips of land being more particularly described as follows:

A strip of land lying in the South Half (S/2) of Section 14, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of the Southeast Quarter of said Section 14;

THENCE North 89°58'29" West, along the south line of said Southeast Quarter, a distance of 19.99 feet to the POINT OF BEGINNING;

THENCE continuing North 89°58'29" West, along said south line, a distance of 162.26 feet;

THENCE North 77°31'05" West a distance of 83.53 feet;

THENCE North 53°03'42" West a distance of 729.96 feet;

THENCE North 88°38'46" West a distance of 451.34 feet;

THENCE North 52°14'04" West a distance of 2,649.03 feet;

THENCE North 00°35'00" East a distance of 115.05 feet;

THENCE North 89°25'00" West a distance of 65.00 feet;

THENCE North 00°35'00" East a distance of 35.00 feet;

THENCE South 89°25'00" East a distance of 100.00 feet;

THENCE South 00°35'00" West a distance of 132.67 feet;

THENCE South 52°14'04" East a distance of 2,620.14 feet;

THENCE South 88°38'46" East a distance of 451.06 feet;

THENCE South 53°03'42" East a distance of 733.61 feet;

THENCE South 77°31'05" East a distance of 234.39 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 146,396 square feet or 3.3608 acres, more or less.

AND

A strip of land lying in the North Half (N/2) of Section 19, Township 22 North, Range 5 West and the North Half (N/2) of Section 24, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at northeast corner of the Northeast Quarter of said Section 19;

THENCE South 89°59'52" West, along the north line of said Northeast Quarter, a distance of 2,641.35 feet to the northeast corner of the Northwest Quarter of said Section 19 and the POINT OF BEGINNING;

THENCE South 00°14'55" East, along the common line between said Northeast Quarter of said Northwest Quarter, a distance of 14.21 feet;

THENCE South 88°41'29" West a distance of 743.06 feet;

THENCE South 87°00'21" West a distance of 2,073.58 feet;

THENCE South 89°59'45" West a distance of 4,562.12 feet;

THENCE North 77°31'05" West a distance of 557.35 feet to a point on the west line of the Northwest Quarter of said Section 24;

THENCE North 00°12'29" West, along said west line, a distance of 35.88 feet;

THENCE South 77°31'05" East a distance of 561.40 feet;

THENCE North 89°59'45" East a distance of 4,557.37 feet;

THENCE North 87°00'21" East a distance of 1,957.99 feet to a point on the north line of the Northwest Quarter of said Section 19;

THENCE North 89°51'07" East, along said north line, a distance of 859.16 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 267,606 square feet or 6.1434 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 89°51'07" East on the north line of the Northwest Quarter of Section 19, Township 22 North, Range 5 West of the Indian Meridian.

- 2) A strip of land lying in the Northeast Quarter of Section 23, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter;

THENCE North 89°58'29" West, along the north line of said Northeast Quarter, a distance of 19.99 feet to the POINT OF BEGINNING;

THENCE South 77°31'05" East a distance of 20.49 feet to a point on the east line of said Northeast Quarter;

THENCE South 00°12'29" East, along said east line, a distance of 35.88 feet;

THENCE North 77°31'05" West a distance of 186.82 feet to a point on the north line of said Northeast Quarter;

THENCE South 89°58'29" East, along said north line, a distance of 162.26 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 3,628 square feet or 0.0833 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 89°58'29" West on the north line of the Northeast Quarter of Section 23, Township 22 North, Range 6 West of the Indian Meridian.

- 3) A strip of land lying in the Northeast Quarter of Section 19, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter;

THENCE South 89°59'52" West, along the north line of said Northeast Quarter, a distance of 301.89 feet to the POINT OF BEGINNING;

THENCE South 89°39'10" West a distance of 2,332.07 feet;

THENCE South 88°41'29" West a distance of 7.38 feet to a point on the west line of said Northeast Quarter;

THENCE North 00°14'55" West, along said west line, a distance of 14.21 feet to the northwest corner of said Northeast Quarter;

THENCE North 89°59'52" East, along the north line of said Northeast Quarter, a distance of 2,339.46 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 16,477 square feet or 0.3783 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°59'52" West on the north line of the Northeast Quarter of Section 19, Township 22 North, Range 5 West of the Indian Meridian.

- 4) Two (2) strips of land lying in the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE South 89°59'52" West, along the south line of said Southeast Quarter, a distance of 301.89 feet to the POINT OF BEGINNING;

THENCE continuing South 89°59'52" West, along said south line, a distance of 2,339.46 feet to the southwest corner of said Southeast Quarter;

THENCE North 00°01'13" West, along the west line of said Southeast Quarter, a distance of 20.79 feet;

THENCE North 88°41'29" East a distance of 6.94 feet;

THENCE North 89°39'10" East a distance of 2,399.23 feet;

THENCE North 00°22'25" West a distance of 618.43 feet;

THENCE North 33°15'32" East a distance of 138.10 feet to a point on the north line of a railroad right of way as described in that certain document recorded in Book 18, Page 514, Garfield County Records;

THENCE South 62°45'53" East, along said north line, a distance of 35.19 feet;

THENCE South 33°15'32" West a distance of 131.22 feet; THENCE South 00°22'25" East a distance of 642.87 feet;

THENCE South 89°39'10" West a distance of 101.88 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 95,118 square feet or 2.1836 acres, more or less.

AND

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE North 00°22'25" West, along the east line of said Southeast Quarter, a distance of 2,074.11 feet to the POINT OF BEGINNING;

THENCE South 89°37'35" West a distance of 33.00 feet;

THENCE South 00°22'25" East, parallel with and 33 feet distant from the east line of said Southeast Quarter, a distance of 1,178.29 feet;

THENCE South 33°15'32" West a distance of 19.46 feet;

THENCE North 62°45'53" West a distance of 35.19 feet;

THENCE North 33°15'32" East a distance of 12.58 feet;

THENCE North 00°22'25" West parallel with and 68 feet distant from the east line of said Southeast Quarter a distance of 1,202.71 feet;

THENCE North 89°37'35" East a distance of 68.00 feet;

THENCE South 00°22'25" East a distance of 35.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 43,986 square feet or 1.0098 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NA083-North Zone) using a bearing of South 89°59'52" West on the south line of the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian.

- 5) A strip of land lying in the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:
COMMENCING at the southeast corner of said Southeast Quarter;
THENCE North $00^{\circ}22'25''$ West, along the east line of said Southeast Quarter, a distance of 687.45 feet to a point on the north right of way line of a railroad right of way as described in that certain document recorded in Book 18, Page 514, Garfield County Records;
THENCE North $62^{\circ}45'53''$ West, along the north line of said railroad, a distance of 143.68 feet to the POINT OF BEGINNING;
THENCE continuing North $62^{\circ}45'53''$ West, along said north line, a distance of 35.19 feet;
THENCE North $33^{\circ}15'32''$ East a distance of 150.83 feet;
THENCE South $62^{\circ}45'53''$ East a distance of 35.19 feet;
THENCE South $33^{\circ}15'32''$ West a distance of 150.83 feet to the POINT OF BEGINNING.

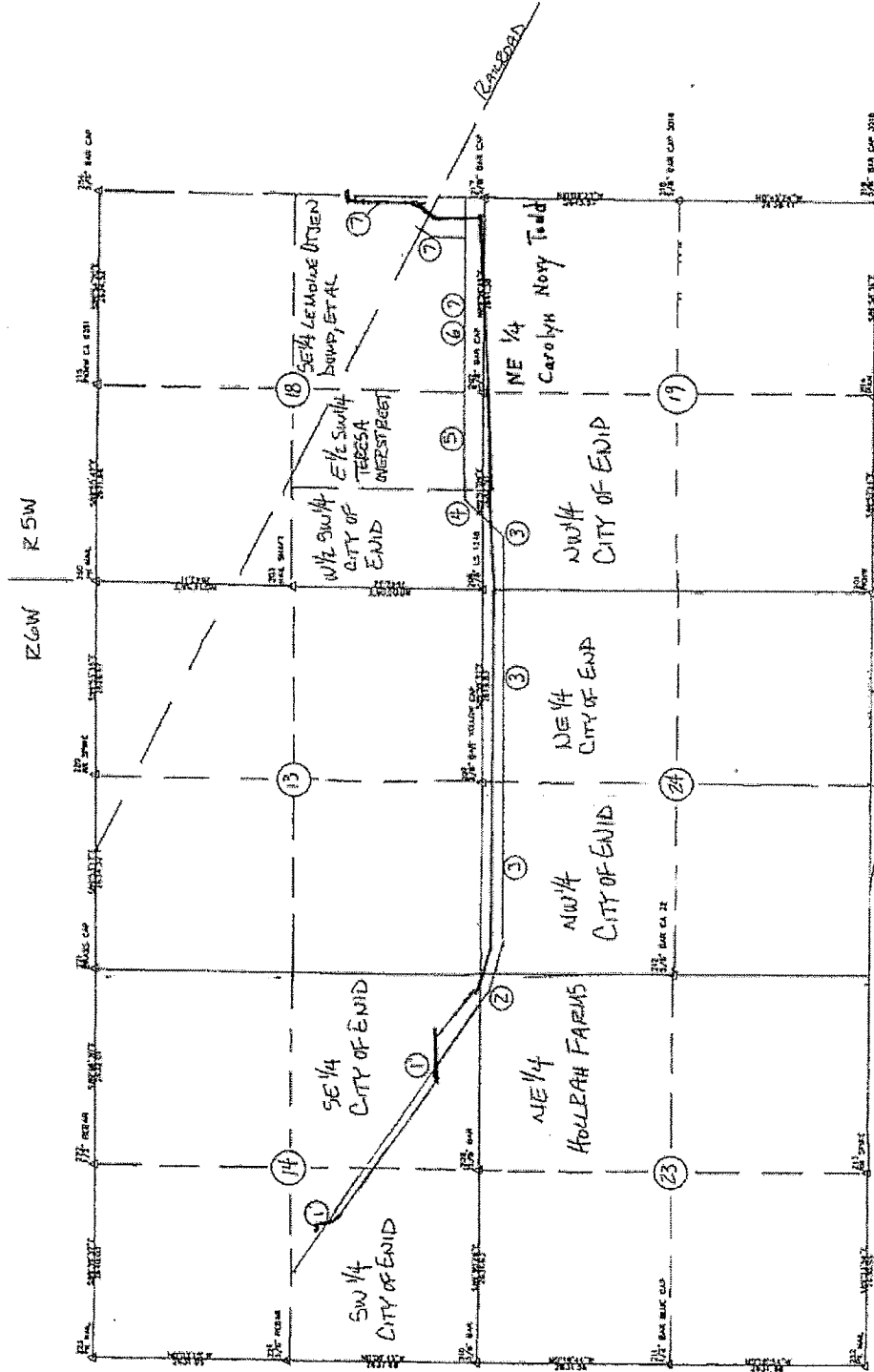
Said described strip of land contains an area of 5,278 square feet or 0.1212 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North $00^{\circ}22'25''$ West on the east line of the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian.

Exhibit A-1

Property Drawing

Red is 24" Routing



ROAD RELOCATED FOR RUNWAY EXTENSION

TZN

QUITCLAIM BILL OF SALE

BE IT KNOWN, for good and valuable consideration, the receipt of which is acknowledged, the undersigned **ENID MUNICIPAL AUTHORITY** ("Seller"), a municipal corporation, having a place of business at 401 W. Owen K. Garriott Road, Enid, Oklahoma 73701, does hereby sell, transfer, assign and convey to **KOCH FERTILIZER ENID, LLC** ("Buyer"), a Delaware limited liability company, having a place of business at 4111 E. 37th Street North, Wichita, Kansas 67220, and its successors and assigns forever with quitclaim covenants only, the property as described on Exhibit A, attached hereto and made a part hereof (the "Property").

Seller hereby sells and transfers such right, title and interest as it may hold in that certain 14" tertiary waterline located on the Property, including any personal property located thereon, if any, sold herein is sold subject to such prior liens, encumbrances and adverse claims, if any, that may exist, and Seller disclaims any and all warranties thereto.

The following are excepted from this Bill of Sale: all logos, emblems, signs, trademarks, trade names, and service marks that are the property of Seller.

SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS OR DEFECTS, BOTH PATENT AND LATENT AND ASSUMES ALL RISK WITH RESPECT TO ITS FUTURE USE. BUYER HEREBY RELEASES AND DISCHARGES SELLER FROM ANY AND ALL LIABILITY FOR LATENT OR PATENT FAULTS OR DEFECTS IN, OR RELATED TO, THE PROPERTY, REGARDLESS OF HOW SUCH FAULTS OR DEFECTS WERE CAUSED OR CREATED (WHETHER BY SELLER'S NEGLIGENCE, ACTIONS, OMISSIONS, OR OTHERWISE) AND ANY LIABILITY AND CLAIMS ARISING OUT OF OR RELATED TO THE OWNERSHIP, OPERATION, OR MAINTENANCE OF THE PUBLIC WATER SYSTEM AS IMPROVED BY SELLER.

Buyer acknowledges that Buyer has purchased the Property without relying upon any representations by Seller concerning the physical condition of the Property; rather, Buyer has relied solely upon Buyer's independent investigation and judgment to determine the condition of the Property.

TO HAVE AND TO HOLD the Property unto Buyer, its successors and assigns, pursuant to the terms of this Bill of Sale.

Executed on _____, 2017 by:

Executed on _____, 2017 by:

ENID MUNICIPAL AUTHORITY

KOCH FERTILIZER ENID, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A

Property

One 14" pipeline located across land described as follows in Garfield County, Oklahoma, current approximate location depicted on Exhibit A-1, attached hereto and made a part hereof, for the transportation of water, together with the improvements and appurtenances thereunto belonging:

- 1) The South Half (S/2) of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM, Garfield County, Oklahoma. The center line of said easement shall commence at a point approximately 1,240 feet east of the Northwest corner of the Southwest Quarter, of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM, Garfield County, Oklahoma; and proceed in the southeasterly direction on a straight line to a point located on the south line of the southeast quarter of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM, Garfield County, Oklahoma, approximately 4,644.0 feet east of said southwest corner, of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM; and which easement shall extend for an approximate length along said diagonal line of 4,316 feet.

- 2) Along a line, lying in the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4), of Section Twenty-three (23), Township Twenty-two (22) North, Range Six (6) WIM, Garfield County, Oklahoma, more particularly described as follows:

Beginning at a point on the East line, and approximately 110 feet South of the Northeast corner, of said Northeast quarter above mentioned; thence North 65°34' 20" west 235' to a point; thence West parallel to, and approximately 20' south of the North line of said Northeast quarter, 337' to a point; thence northwesterly approximately 26' to a point on the north line of said northeast quarter.

- 3) Beginning at a point on the West line, and approximately 110' South of the Northwest corner of Section Twenty-four (24), Township Twenty-two (22) North, Range Six (6) WIM., Garfield County, Oklahoma, more particularly described as follows:

Thence South 65° 52' East 990' to a point; thence East, perpendicular to and crossing the North-South Runway, at a point 451' South of the Centerline of Taxiway A-1, 5153.0 to a point which is 300' from the end of Runway 30' thence North 45° 28' East, parallel to and 300' Southeast of the Southeast end of Runway 30, 644.0' to a point; thence East 71.0' to a point approximately 1320.0'; East and 23' North of the Southwest Corner, Section Eighteen (18), Township Twenty-two (22) North, Range Five (5) WIM., said point being the point of ending of the pipeline.

- 4) Along a line, North of and parallel to the East 4027' of the South line, of Section Eighteen (18), Township twenty-two (22), North of Range five (5), and along a line North of and parallel to the West 867' of the south line of Section Seventeen (17), Township Twenty-two (22), North Range Five (5) WIM., Garfield County, Oklahoma.

- 5) Two (2) strips of land lying in the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE South 89°59'52" West, along the south line of said Southeast Quarter, a distance of 301.89 feet to the POINT OF BEGINNING;

THENCE continuing South 89°59'52" West, along said south line, a distance of 2,339.46 feet to the southwest corner of said Southeast Quarter,

THENCE North 00°01'13" West, along the west line of said Southeast Quarter, a distance of 20.79 feet;

THENCE North 88°41'29" East a distance of 6.94 feet;

THENCE North 89°39'10" East a distance of 2,399.23 feet;

THENCE North 00°22'25" West a distance of 618.43 feet;

THENCE North 33°15'32" East a distance of 138.10 feet to a point on the north line of a railroad right of way as described in that certain document recorded in Book 18, Page 514, Garfield County Records;

THENCE South 62°45'53" East, along said north line, a distance of 35.19 feet;

THENCE South 33°15'32" West a distance of 131.22 feet;

THENCE South 00°22'25" East a distance of 642.87 feet;

THENCE South 89°39'10" West a distance of 101.88 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 95,118 square feet or 2.1836 acres, more or less.

AND

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE North 00°22'25" West, along the east line of said Southeast Quarter, a distance of 2,074.11 feet to the POINT OF BEGINNING;

THENCE South 89°37'35" West a distance of 33.00 feet;

THENCE South 00°22'25" East, parallel with and 33 feet distant from the east line of said Southeast Quarter, a distance of 1,178.29 feet;

THENCE South 33°15'32" West a distance of 19.46 feet;

THENCE North 62°45'53" West a distance of 35.19 feet;

THENCE North 33°15'32" East a distance of 12.58 feet;

THENCE North 00°22'25" West parallel with and 68 feet distant from the east line of said Southeast Quarter a distance of 1,202.71 feet;

THENCE North 89°37'35" East a distance of 68.00 feet;

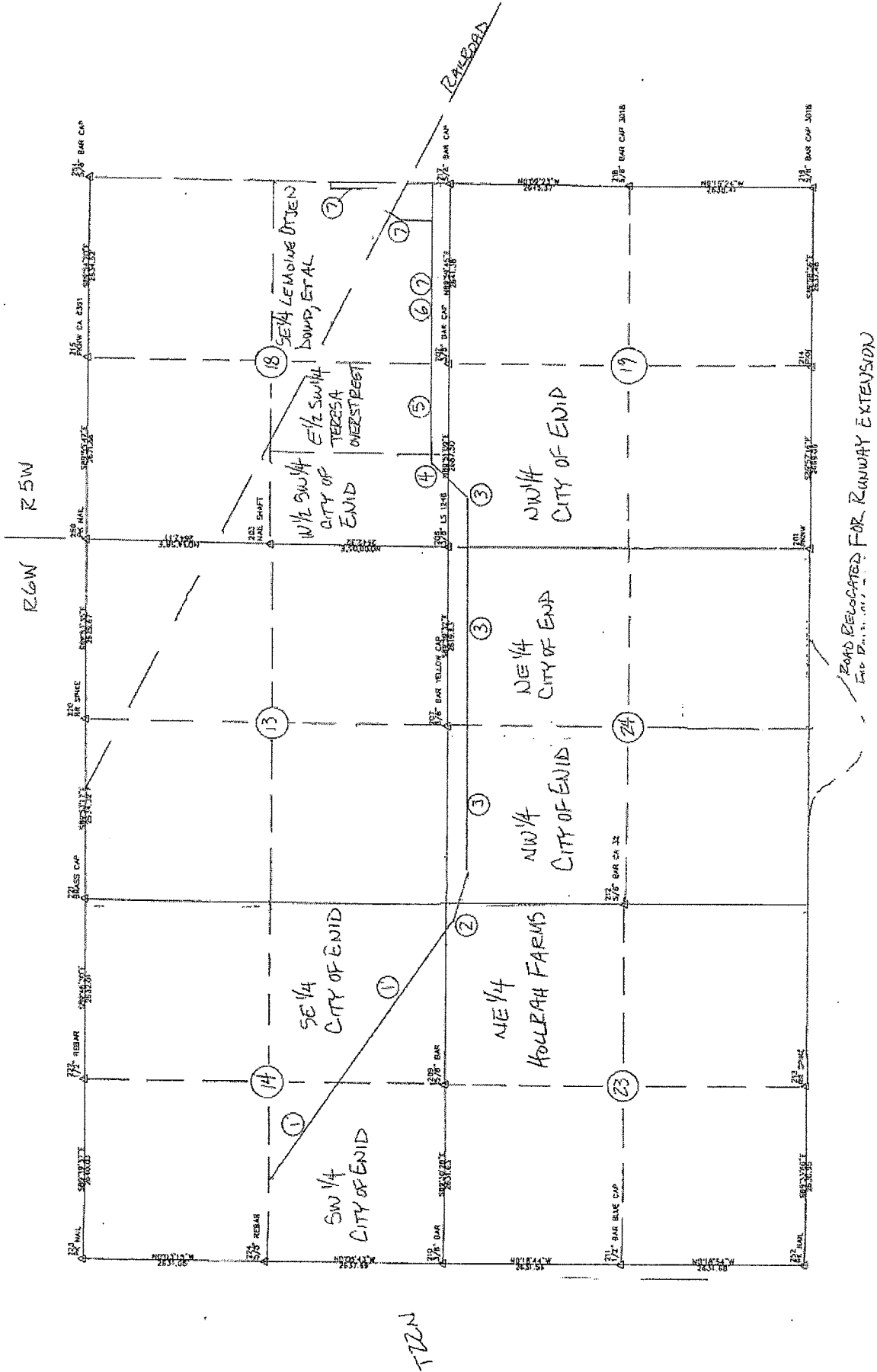
THENCE South 00°22'25" East a distance of 35.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 43,988 square feet or 1.0098 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°59'52" West on the south line of the Southeast Quarter of section 18, Township 22 North, Range 5 West of the Indian Meridian.

Exhibit A-1

Property Drawing



QUITCLAIM BILL OF SALE

BE IT KNOWN, for good and valuable consideration, the receipt of which is acknowledged, the undersigned **KOCH FERTILIZER ENID, LLC** (“Seller”), a Delaware limited liability company, having a place of business at 4111 E. 37th Street North, Wichita, Kansas 67220, does hereby sell, transfer, assign and convey to **ENID MUNICIPAL AUTHORITY** (“Buyer”), a municipal corporation, having a place of business at 401 W. Owen K. Garriott Road, Enid, Oklahoma 73701, and its successors and assigns forever with quitclaim covenants only, the property as described on Exhibit A, attached hereto and made a part hereof (the “Property”).

Seller hereby sells and transfers such right, title and interest as it may hold in that certain 24” waterline located on the Property, including any personal property located thereon, if any, sold herein is sold subject to such prior liens, encumbrances and adverse claims, if any, that may exist, and Seller disclaims any and all warranties thereto.

The following are excepted from this Bill of Sale: all logos, emblems, signs, trademarks, trade names, and service marks that are the property of Seller.

SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS OR DEFECTS, BOTH PATENT AND LATENT AND ASSUMES ALL RISK WITH RESPECT TO ITS FUTURE USE. BUYER HEREBY RELEASES AND DISCHARGES SELLER FROM ANY AND ALL LIABILITY FOR LATENT OR PATENT FAULTS OR DEFECTS IN, OR RELATED TO, THE PROPERTY, REGARDLESS OF HOW SUCH FAULTS OR DEFECTS WERE CAUSED OR CREATED (WHETHER BY SELLER’S NEGLIGENCE, ACTIONS, OMISSIONS, OR OTHERWISE) AND ANY LIABILITY AND CLAIMS ARISING OUT OF OR RELATED TO THE OWNERSHIP, OPERATION, OR MAINTENANCE OF THE PUBLIC WATER SYSTEM AS IMPROVED BY SELLER.

Buyer acknowledges that Buyer has purchased the Property without relying upon any representations by Seller concerning the physical condition of the Property; rather, Buyer has relied solely upon Buyer's independent investigation and judgment to determine the condition of the Property.

TO HAVE AND TO HOLD the Property unto Buyer, its successors and assigns, pursuant to the terms of this Bill of Sale.

Executed on _____, 2017 by:

Executed on _____, 2017 by:

KOCH FERTILIZER ENID, LLC

ENID MUNICIPAL AUTHORITY

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Exhibit A

Property

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- 1) Two (2) strips of land being more particularly described as follows:

A strip of land lying in the South Half (S/2) of Section 14, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of the Southeast Quarter of said Section 14;

THENCE North 89°58'29" West, along the south line of said Southeast Quarter, a distance of 19.99 feet to the POINT OF BEGINNING;

THENCE continuing North 89°58'29" West, along said south line, a distance of 162.26 feet;

THENCE North 77°31'05" West a distance of 83.53 feet;

THENCE North 53°03'42" West a distance of 729.96 feet;

THENCE North 88°38'46" West a distance of 451.34 feet;

THENCE North 52°14'04" West a distance of 2,649.03 feet;

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THENCE North 89°25'00" West a distance of 65.00 feet;

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Said described strip of land contains an area of 146,396 square feet or 3.3608 acres, more or less.

AND

A strip of land lying in the North Half (N/2) of Section 19, Township 22 North, Range 5 West and the North Half (N/2) of Section 24, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at northeast corner of the Northeast Quarter of said Section 19;

THENCE South 89°59'52" West, along the north line of said Northeast Quarter, a distance of 2,641.35 feet to the northeast corner of the Northwest Quarter of said Section 19 and the POINT OF BEGINNING;

THENCE South 00°14'55" East, along the common line between said Northeast Quarter of said Northwest Quarter, a distance of 14.21 feet;

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THENCE North 89°39'10" East a distance of 2,399.23 feet;

THENCE North 00°22'25" West a distance of 618.43 feet;

THENCE North 33°15'32" East a distance of 138.10 feet to a point on the north line of a railroad right of way as described in that certain document recorded in Book 18, Page 514, Garfield County Records;

THENCE South 62°45'53" East, along said north line, a distance of 35.19 feet;

THENCE South 33°15'32" West a distance of 131.22 feet; THENCE South 00°22'25" East a distance of 642.87 feet;

THENCE South 89°39'10" West a distance of 101.88 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 95,118 square feet or 2.1836 acres, more or less.

AND

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE North 00°22'25" West, along the east line of said Southeast Quarter, a distance of 2,074.11 feet to the POINT OF BEGINNING;

THENCE South 89°37'35" West a distance of 33.00 feet;

THENCE South 00°22'25" East, parallel with and 33 feet distant from the east line of said Southeast Quarter, a distance of 1,178.29 feet;

THENCE South 33°15'32" West a distance of 19.46 feet;

THENCE North 62°45'53" West a distance of 35.19 feet;

THENCE North 33°15'32" East a distance of 12.58 feet;

THENCE North 00°22'25" West parallel with and 68 feet distant from the east line of said Southeast Quarter a distance of 1,202.71 feet;

THENCE North 89°37'35" East a distance of 68.00 feet;

THENCE South 00°22'25" East a distance of 35.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 43,986 square feet or 1.0098 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NA083-North Zone) using a bearing of South 89°59'52" West on the south line of the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian.

- 5) A strip of land lying in the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE North 00°22'25" West, along the east line of said Southeast Quarter, a distance of 687.45 feet to a point on the north right of way line of a railroad right of way as described in that certain document recorded in Book 18, Page 514, Garfield County Records;

THENCE North 62°45'53" West, along the north line of said railroad, a distance of 143.68 feet to the POINT OF BEGINNING;

THENCE continuing North 62°45'53" West, along said north line, a distance of 35.19 feet;

THENCE North 33°15'32" East a distance of 150.83 feet;

THENCE South 62°45'53" East a distance of 35.19 feet;

THENCE South 33°15'32" West a distance of 150.83 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 5,278 square feet or 0.1212 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°22'25" West on the east line of the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian.

Prepared by and after recording return to:

Koch Fertilizer Enid, LLC
c/o Koch Companies Public Sector, LLC
4111 E. 37th Street North
Wichita, Kansas 67220
Attention: Legal Department – Real Estate

STATE OF OKLAHOMA

COUNTY OF GARFIELD

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor, **Enid Municipal Authority**, a municipal corporation (“Grantor”), in hand paid by **Koch Fertilizer Enid, LLC**, a Delaware limited liability company (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby quit claim to Grantee, all of its right, title and interest in or to that certain 14” tertiary waterline (the “Property”) located on the property described on Exhibit “A” attached hereto and incorporated herein by reference.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

Grantee hereby fully releases Grantor and its affiliates from any liability and claims arising out of or related to the ownership, operation, or maintenance of the Property.

For the consideration aforesaid, Grantor hereby reserves for itself, its successors and assigns, as an easement appurtenant to the Property hereby conveyed, an easement for ingress and egress over and across the property at the location of the pipeline, being more particularly depicted on Exhibit “A”, attached hereto and incorporated herein, for the purpose of maintaining, operating, and repairing the Property and any other pumps, meters or other equipment in connection with the Property.

TO HAVE AND TO HOLD all and singular the Property unto the said Grantee, its successors and assigns forever, with all appurtenances thereto belonging.

The property is conveyed and accepted “As Is”, “Where Is” in its present physical condition, with all faults and defects of whatever kind, latent or patent, known or unknown, and Grantor makes no warranty, express or implied, as to the title of said property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused this Quitclaim Deed to be executed effective as of the ____ day of _____, 2017.

GRANTOR:

ENID MUNICIPAL AUTHORITY,
a municipal corporation

By: _____
Name: _____
Title: _____

STATE OF)
)
COUNTY OF)

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me to be the _____ of Enid Municipal Authority, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand on this the _____ day of _____, 2017.

Notary Public

My commission number: _____
My commission expires: _____

[SEAL]

GRANTEE:

KOCH FERTILIZER ENID, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF)
)
COUNTY OF)

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me to be the _____ of Koch Fertilizer Enid, LLC, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand on this the _____ day of _____, 2017.

Notary Public

My commission number: _____
My commission expires: _____

[SEAL]

Exhibit A

Property

One 14" pipeline located across land described as follows in Garfield County, Oklahoma, current approximate location depicted on Exhibit A-1, attached hereto and made a part hereof, for the transportation of water, together with the improvements and appurtenances thereunto belonging:

- 1) The South Half (S/2) of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM, Garfield County, Oklahoma. The center line of said easement shall commence at a point approximately 1,240 feet east of the Northwest corner of the Southwest Quarter, of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM, Garfield County, Oklahoma; and proceed in the southeasterly direction on a straight line to a point located on the south line of the southeast quarter of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM, Garfield County, Oklahoma, approximately 4,644.0 feet east of said southwest corner, of Section Fourteen (14), Township Twenty-Two (22), North of Range Six (b), WIM; and which easement shall extend for an approximate length along said diagonal line of 4,316 feet.

- 2) Along a line, lying in the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4), of Section Twenty-three (23), Township Twenty-two (22) North; Range Six (6) WIM, Garfield County, Oklahoma, more particularly described as follows:

Beginning at a point on the East line, and approximately 110 feet South of the Northeast corner, of said Northeast quarter above mentioned; thence North $65^{\circ}34' 20''$ west 235' to a point; thence West parallel to, and approximately 20' south of the North line of said Northeast quarter, 337' to a point; thence northwesterly approximately 26' to a point on the north line of said northeast quarter.

- 3) Beginning at a point on the West line, and approximately 110' South of the Northwest corner of Section Twenty-four (24), Township Twenty-two (22) North, Range Six (6) WIM., Garfield County, Oklahoma, more particularly described as follows:

Thence South $65^{\circ} 52'$ East 990' to a point; thence East, perpendicular to and crossing the North-South Runway, at a point 451' South of the Centerline of Taxiway A-1, 5153.0 to a point which is 300' from the end of Runway 30' thence North $45^{\circ} 28'$ East, parallel to and 300' Southeast of the Southeast end of Runway 30, 644.0' to a point; thence East 71.0' to a point approximately 1320.0'; East and 23' North of the Southwest Corner, Section Eighteen (18), Township Twenty-two (22) North, Range Five (5) WIM., said point being the point of ending of the pipeline.

- 4) Along a line, North of and parallel to the East 4027' of the South line, of Section Eighteen (18), Township twenty-two (22), North of Range five (5), and along a line North of and parallel to the West 867' of the south line of Section Seventeen (17), Township Twenty-two (22), North Range Five (5) WIM., Garfield County, Oklahoma.

- 5) Two (2) strips of land lying in the Southeast Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE South $89^{\circ}59'52''$ West, along the south line of said Southeast Quarter, a distance of 301.89 feet to the POINT OF BEGINNING;

THENCE continuing South 89°59'52" West, along said south line, a distance of 2,339.46 feet to the southwest corner of said Southeast Quarter,

THENCE North 00°01'13" West, along the west line of said Southeast Quarter, a distance of 20.79 feet;

THENCE North 88°41'29" East a distance of 6.94 feet;

THENCE North 89°39'10" East a distance of 2,399.23 feet;

THENCE North 00°22'25" West a distance of 618.43 feet;

THENCE North 33°15'32" East a distance of 138.10 feet to a point on the north line of a railroad right of way as described in that certain document recorded in Book 18, Page 514, Garfield County Records;

THENCE South 62°45'53" East, along said north line, a distance of 35.19 feet;

THENCE South 33°15'32" West a distance of 131.22 feet;

THENCE South 00°22'25" East a distance of 642.87 feet;

THENCE South 89°39'10" West a distance of 101.88 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 95,118 square feet or 2.1836 acres, more or less.

AND

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE North 00°22'25" West, along the east line of said Southeast Quarter, a distance of 2,074.11 feet to the POINT OF BEGINNING;

THENCE South 89°37'35" West a distance of 33.00 feet;

THENCE South 00°22'25" East, parallel with and 33 feet distant from the east line of said Southeast Quarter, a distance of 1,178.29 feet;

THENCE South 33°15'32" West a distance of 19.46 feet;

THENCE North 62°45'53" West a distance of 35.19 feet;

THENCE North 33°15'32" East a distance of 12.58 feet;

THENCE North 00°22'25" West parallel with and 68 feet distant from the east line of said Southeast Quarter a distance of 1,202.71 feet;

THENCE North 89°37'35" East a distance of 68.00 feet;

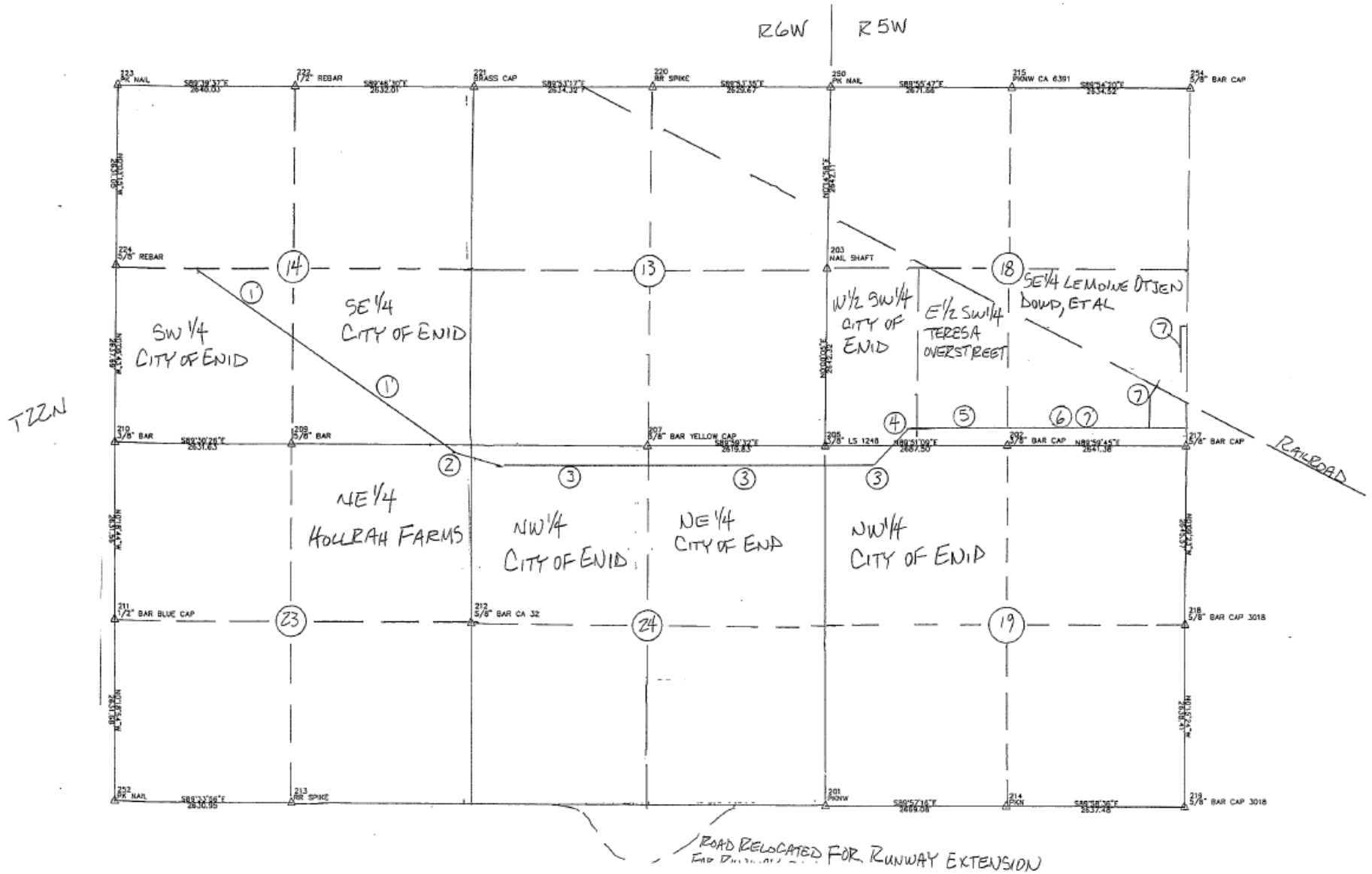
THENCE South 00°22'25" East a distance of 35.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 43,988 square feet or 1.0098 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°59'52" West on the south line of the Southeast Quarter of section 18, Township 22 North, Range 5 West of the Indian Meridian.

Exhibit A-1

Property Drawing



City Commission Meeting

11.3.

Meeting Date: 01/04/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$706,232.47.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

14.1.

Meeting Date: 01/04/2018

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

RESOLUTION RATIFYING THE TRUST MANAGER’S WRITTEN CONSENT TO ALLOW ENIDBWP, L.L.C. TO ASSIGN PAYMENTS FROM EEDA TO ENIDBWP, L.L.C.’S LENDERS/ MORTGAGE.

BACKGROUND:

Late in the day on December 18, 2017, the Lender requested the EEDA assign the Room Occupancy Guarantee Agreement to the Lender through a three party agreement between the Lender, ENIDBWP,L.L.C. and the EEDA. The closing was scheduled for December 20, 2017 at 2 p.m. The time was too short to allow the EEDA to consider the request to enter into an agreement, and entering into an agreement with the Lenders had not been contemplated by the EEDA or the City. Accordingly, the EEDA Trust Manager and Attorney rejected the request to enter into the three party agreement.

As an alternative, EEDA proposed a letter consenting to the developer’s assignment of the room occupancy guarantee payments, subject to the claw back provisions in paragraph 9 of said agreement.

The Development Agreement and the Room Occupancy Guarantee Agreement both provide that the EEDA would not unreasonably withhold consent to assignments by the developer. Additionally the November 21, 2017 EEDA Resolution gave authority to the Chairman, Manager, and Attorney to take all necessary actions to accomplish the transfer of property and closing to facilitate the construction of the downtown hotel in Enid. The letter provided that a resolution ratifying consent would be considered for passage at the January 4, 2018 meeting. This was acceptable to the lenders and the developer. The closing occurred on December 20, 2017 as proposed.

RECOMMENDATION:

Approve.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Resolution

Letter

**RESOLUTION RATIFYING THE TRUST MANAGER'S WRITTEN
CONSENT TO ALLOW ENIDDBWP, L.L.C. TO ASSIGN PAYMENTS
FROM EEDA TO ENIDDBWP, L.L.C.'S LENDERS/ MORTGAGE**

RESOLUTION

WHEREAS, on February 23, 2017, the Enid Economic Development Authority (EEDA) approved a Master Development Agreement with ENIDBWP, L.L.C. to allow the construction of a downtown hotel on the following property:

Lots One (1) and Two (2), Replat of Block Thirty-Two (32), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded replat thereof, less and except all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder, together with all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such Land, and all right, title, and interest of Grantor in and to all land lying in the bed of any street, road or alley, open, proposed, closed or vacated, public or private, in front of, behind or adjoining said Lots.

WHEREAS, the Master Development Agreement with ENIDBWP, L.L.C in §14.03 provided that the EEDA would not unreasonably withhold or delay consent to allow ENIDBWP, L.L.C. to assign its rights under the agreement;

WHEREAS, the Room Occupancy Guarantee Agreement executed by the EEDA on November 21, 2017 also provided that the EEDA would not unreasonably withhold or delay consent to allow ENIDBWP, L.L.C. to assign its rights under that agreement;

WHEREAS, the EEDA also passed a Resolution on November 21, 2017 that gave authority to the Chairman, Trust Manager, and Trust Attorney of the EEDA to execute all documents necessary to sell and transfer the property to ENIDBWP, L.L.C. and take all necessary actions at the closing to accomplish the sell and transfer consistent with the Master Development Agreement;

WHEREAS, EEDA received a request on December 18, 2017 to consent to allow ENIDBWP, L.L.C to assign its payments under the Room Occupancy Guarantee Agreement to its Lenders/Mortgage Company prior to the closing scheduled for December 20, 2017 at 2 pm;

WHEREAS, the Trust Manager and Trust Attorney determined this request was consistent with the Master Development Agreement, the Room Occupancy Guarantee Agreement, and the November 21, 2017 EEDA resolution, the Trust Manager provided written consent to allow the assignment of the room occupancy guarantee payments, subject to the claw back provisions in paragraph 9 of said agreement to the lenders/mortgage company of ENIDBWP, L.L.C. to facilitate the transfer of the above referenced property to allow the construction of a downtown hotel in Enid.

NOW THEREFORE, BE IT RESOLVED by the Enid Economic Development Authority (EEDA) that the consent given by the Trust Manager on December 19, 2017 is hereby ratified by the Board of Trustees of the EEDA.

PASSED AND APPROVED this ___ day of January, 2018.

William E. Shewey, Chairman

(SEAL)

ATTEST:

Alissa Lack, Trust Secretary for the EEDA

Approved as to Form and Legality:

Carol Lahman, Trust Attorney for the EEDA



401 W. Owen K. Garnett
P.O. Box 1768
Enid, Oklahoma 73702-1768
(580) 234-0400

www.enid.org

December 19, 2017

ENIDBWP, L.L.C.
Attn: Atul Patel
1257 E. 33rd Street
Edmond, OK 73013

Re: Consent to assignment of the EEDA payments under the Room Occupancy Guarantee Agreement to ENIDBWP, L.L.C.'s lender/mortgage company.

Dear Dr. Patel,

My understanding is that the closing of the Downtown Hotel is scheduled for December 20, 2017 at 2 p.m. in Oklahoma City. I have received a request seeking EEDA's consent to ENIDBWP, L.L.C.'s assignment of its payments under the Room Occupancy Guarantee Agreement dated November 21, 2017 to its lender/mortgage company.

Under the Room Occupancy Guarantee Agreement, paragraph 12(c) and the Master Development Agreement, §14.03, EEDA's written consent shall not be unreasonably withheld, conditioned or delayed. Moreover, the EEDA passed a resolution on November 21, 2017 authorizing the Trust Manager to take all necessary actions consistent with the Development Agreement to accomplish the sale and transfer of the property at the closing.

Consistent with this authority, in consultation with the EEDA's Trust Attorney, I am providing EEDA's written consent to ENIDBWP, L.L.C. to assign the EEDA payments, subject to the clawback provisions (paragraph 9), of the Room Occupancy Guarantee Agreement to your lender/mortgage company.

While this consent is within my authority to give but I shall place the following resolution in the next EEDA agenda for final ratification of the consent. The likely date of said meeting shall be January 4, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerald Gilbert". The signature is written in a cursive style with a large initial "J" and "G".

Jerald Gilbert
EEDA Trust Manager

City Commission Meeting

14.2.

Meeting Date: 01/04/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

17.1.

Meeting Date: 01/04/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,022.48.

Attachments

Claimslist

JP Morgan Claimslist
