



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

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BOARD OF COMMISSIONERS

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NOTICE OF 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 5th day of March, 2019, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF FEBRUARY 21, 2019.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. PRESENT ROADS SCHOLAR CERTIFICATES TO EVERETT GLENN AND BRIAN BRUCE.
  3. CONSIDER APPOINTMENTS TO THE PUBLIC ACCESS TELEVISION ADVISORY BOARD.
6. HEARINGS.

1. **HOLD A PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 13, "SIGN REGULATIONS", TO AMEND SECTION 11-13-1, "PURPOSE AND OBJECTIVES" TO PROHIBIT NEW BILLBOARDS, BUT ALLOW THE UPGRADE OF EXISTING BILLBOARDS WITH NEW TECHNOLOGY; SECTION 11-13-2 "DEFINITIONS", TO ADD FOOT-CANDLE, ELECTRONIC MESSAGE CENTER, AND REMOVE INSTITUTIONAL SIGN AND REVISE DEFINITIONS; SECTION 11-13-3 "BONDING AND LICENSING OF CONTRACTORS", TO ALLOW INSTALLATION OF SMALL WALL SIGN MADE OF WOOD, WITHOUT LICENSE OR BOND; SECTION 11-13-5 "GENERAL REGULATIONS", TO CLARIFY PROHIBITED SIGNS AND ALLOW BALLOON SIGNS; SECTION 11-13-6 "ALLOWANCES BY ZONING DISTRICT OR SPECIAL AREA", TO REMOVE DUPLICATIVE PROVISIONS FOR SIGNS IN PLANNED UNIT DEVELOPMENTS; SECTION 11-13-7 "SIZE, LOCATION AND OTHER RESTRICTIONS", TO PROVIDE STANDARDS FOR DIGITAL BILLBOARDS, ELECTRONIC MESSAGE CENTER, AND CLARIFY PROHIBITED SIGNS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
2. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 13, "SIGN REGULATIONS", TO AMEND SECTION 11-13-1, "PURPOSE AND OBJECTIVES", TO PROHIBIT NEW BILLBOARDS BUT ALLOW THE UPGRADE OF EXISTING BILLBOARDS WITH NEW TECHNOLOGY; SECTION 11-13-2 "DEFINITIONS", TO ADD FOOT-CANDLE AND ELECTRONIC MESSAGE CENTER, AND REMOVE INSTITUTIONAL SIGN AND REVISE DEFINITIONS; SECTION 11-13-3 "BONDING AND LICENSING OF CONTRACTORS", TO ALLOW INSTALLATION OF SMALL WALL SIGN MADE OF WOOD WITHOUT LICENSE OR BOND; SECTION 11-13-5 "GENERAL REGULATIONS", TO CLARIFY PROHIBITED SIGNS AND ALLOW BALLOON SIGNS; SECTION 11-13-6 "ALLOWANCES BY ZONING DISTRICT OR SPECIAL AREA", TO REMOVE DUPLICATIVE PROVISIONS FOR SIGNS IN PLANNED UNIT DEVELOPMENTS; SECTION 11-13-7 "SIZE, LOCATION AND OTHER RESTRICTIONS", TO PROVIDE STANDARDS FOR DIGITAL BILLBOARDS, ELECTRONIC MESSAGE CENTER, AND CLARIFY PROHIBITED SIGNS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
3. **HOLD PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 "ZONING", CHAPTER 2 "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-2 "NOTICE OF CHANGES IN ZONING DISTRICT BOUNDARIES" TO CLARIFY PROCEDURES; AND AMENDING TITLE 12 "SUBDIVISIONS", CHAPTER 1 "GENERAL AND ADMINISTRATIVE PROVISIONS", SECTION 12-1-8 "VARIANCES", TO PROVIDE VARIANCES MUST BE APPROVED BY THE PLANNING COMMISSION BY A MAJORITY VOTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
4. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 "ZONING", CHAPTER 2 "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-2 "NOTICE OF CHANGES IN ZONING DISTRICT BOUNDARIES", TO CLARIFY PROCEDURES; AND AMENDING TITLE 12 "SUBDIVISIONS", CHAPTER 1 "GENERAL AND ADMINISTRATIVE PROVISIONS", SECTION 12-1-8 "VARIANCES", TO PROVIDE VARIANCES MUST BE APPROVED BY THE PLANNING COMMISSION BY A MAJORITY VOTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
7. **ADMINISTRATION.**

1. **CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FOR THE ENID PUBLIC SCHOOLS/NORTHWEST OKLAHOMA STATE UNIVERSITY (EPS/NWOSU) EARLY CHILDHOOD LEARNING CENTER, TO BE LOCATED AT 2929 EAST RANDOLPH AVENUE.**
2. **CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FOR CLUB 30, LOCATED AT 901 NORTH 30TH STREET.**
3. **CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FOR SWADLEY'S BBQ, LOCATED AT 4722 WEST OWEN K. GARRIOTT ROAD.**
4. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 2 "FINANCE AND TAXATION", CHAPTER 1 "CITY FINANCES", SECTION 2-1-6 "FIRE DEPARTMENT ENTERPRISE FUND", AND SECTION 2-1-7 "POLICE DEPARTMENT ENTERPRISE FUND", TO CLARIFY FUNDING AND RENAME THE FUNDS TO GOVERNMENTAL FUNDS, RATHER THAN ENTERPRISE; AND PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
8. **CONSENT.**
  1. **APPROVE CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND ENID METROPOLITAN AREA HUMAN SERVICES COMMISSION INC., D/B/A HUMAN SERVICES ALLIANCE OF GREATER ENID, IN THE AMOUNT OF \$7,000.**
  2. **CONSIDER APPROVAL OF PURCHASE OF PLAYGROUND EQUIPMENT FOR LIONS PARK AND HOOVER PARK, FROM CHILD'S PLAY, INC., DALLAS, TEXAS, AS AUTHORIZED BY THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) INTERLOCAL COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF \$52,230.11; AND AUTHORIZE MAYOR TO EXECUTE PURCHASE DOCUMENTS.**
  3. **AWARD A CONTRACT TO RICK LORENZ CONSTRUCTION, ENID, OKLAHOMA, FOR PROJECT NO. P-1906C, CROSSLIN PARK SIDEWALK IMPROVEMENTS, IN THE AMOUNT OF \$58,387.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
  4. **APPROVE PUBLIC UTILITY EASEMENTS AT CROSSLIN PARK, ENID, OKLAHOMA, FOR OG&E, AT NO COST TO THE CITY OF ENID.**
  5. **AWARD A CONTRACT TO C4L, LLC, EDMOND, OKLAHOMA, FOR PROJECT NO. P-1904C, DON HASKINS PARK IMPROVEMENTS, FOR THE BASE BID, IN THE AMOUNT OF \$47,787.50, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
  6. **ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM ROBERT AND TERESA MEADE OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$10,025.00, AND AUTHORIZE PAYMENT.**
  7. **ACCEPT A 50-FOOT PERMANENT WATERLINE EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM PHILIP AND PENNY LIEBER, OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$19,575.00, AND AUTHORIZE PAYMENT.**

8. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM VIVIAN K. MERTZ OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$19,525.00, AND AUTHORIZE PAYMENT.
9. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,223,327.75.
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. ACCEPT A 35-FOOT PUBLIC UTILITY AND ACCESS EASEMENT FROM RALPH S. CROSS AND DORIS A. CROSS, MAJOR COUNTY, OKLAHOMA, FOR INSTALLATION OF A NEW WELL AND RAW WATERLINE IMPROVEMENTS, PROJECT NO. W-1704A, IN THE AMOUNT OF \$12,082.00, AND AUTHORIZE PAYMENT.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$143,279.93.
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. APPROVAL OF CLAIMS IN THE AMOUNT OF \$24,000.00.
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. CONSIDER A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, FOR A GRANT UNDER 49 U.S.C. SECTION 5311, NON-URBANIZED AREA FORMULA PROGRAM.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,616.35.
18. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
19. PUBLIC COMMENTS.

20. ADJOURN.

**City Commission Meeting**

**4.**

**Meeting Date:** 03/05/2019

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF FEBRUARY 21, 2019.**

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**Attachments**

Minutes

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MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 21ST DAY OF FEBRUARY 2019

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 21st day of February 2019, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2018 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 20th day of February 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

ABSENT: Commissioners Wilson and Pankonin.

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, Fire Chief Joe Jackson, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Corey Simmons.

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Pastor Mike Sommerfield of Sunrise Fellowship Church gave the Invocation, and the Flag Salute was led by BSA Troop 17.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of February 5, 2019, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

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Animal Adoption Coordinator Charlet Ringwald presented “Cricket”, a 1-year-old female Pocket Pitbull available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

Ms. Erin Crawford, Chief Financial Officer for the City of Enid, was commended for her recent recognition as an Outstanding Mentor during the David and Molly Boren Mentoring Initiative Ceremony, held at Oklahoma State University on January 18, 2019.

\*\*\*\*\*

A hearing was conducted to consider rezoning property described as a part of the northwest quarter (NW/4) of Section 14, Township 22 North, Range 7 West of the Indian Meridian, Garfield County, described as follows: Beginning 660.96 feet east and 990.00 feet south of the northwest corner (NW/C) of said quarter section; thence south a distance of 330.00 feet; thence west a distance of 330.00 feet to the point of beginning, which is located behind 3535 West Owen K. Garriott Road, from R-7 Residential Multi-Family District to C-3 General Commercial District.

Planning Administrator Chris Bauer addressed commissioners noting that this location was the site of Tops & Stripes and the south part of the property was zoned R-7, Residential Multi-Family District. This property is also located in an Accident Potential Zone II (APZ-II), and multi-family zoning



was not allowed in that type of district, so approving the rezoning would bring the property into compliance with the City's AED ordinance.

The necessary infrastructure, including road, sewer, and water, was in place to support the rezoning.

At their meeting of January 28, 2019, the Metropolitan Area Planning Commission (MAPC) unanimously recommended approval for this rezoning.

Having no comment, the hearing concluded.

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Motion was made by Commissioner Norwood and seconded by Commissioner Waddell to adopt an ordinance rezoning property described as a part of the northwest quarter (NW/4) of Section 14, Township 22 North, Range 7 West of the Indian Meridian, Garfield County, described as follows: Beginning 660.96 feet east and 990.00 feet south of the northwest corner (NW/C) of said quarter section; thence south a distance of 330.00 feet; thence west a distance of 330.00 feet to the point of beginning, which is located behind 3535 West Owen K. Garriott Road, from R-7 Residential Multi-Family District to C-3 General Commercial District, the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

### **ORDINANCE NO. 2019- 01**

**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", TO CHANGE A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 7 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, DESCRIBED AS FOLLOWS: BEGINNING 660.96 FEET EAST AND 990.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH A DISTANCE OF 330.00 FEET; THENCE EAST A DISTANCE OF 330.00 FEET; THENCE NORTH A DISTANCE OF 330.00 FEET; THENCE WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING TO REZONE CERTAIN**

**PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

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City Manager Jerald Gilbert spoke regarding a real estate contract to purchase twenty-five properties, which were located in the Cleveland and Garriott area that the City had been working to develop for about five years. The City currently owned twenty-two properties at that location. He expressed the opinion that these twenty-five properties were a good value for the City. The total price of \$2.116 million, broken down, was less than \$85,000.00 per property. If this item was approved, the City would then own 47 of the 48 properties at that location, which would allow possibilities of moving forward with development.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the execution of a real estate purchase contract for twenty-five properties in the Lahoma Addition to the City of Enid, located at South Cleveland Street and West Owen K. Garriott Road, in the amount of \$2,116,800.00 plus closing costs, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

\*\*\*\*\*

City Engineer Robert Hitt addressed commissioners regarding a contract approval for providing design and survey services for the Local Streets project. The current budget allowed for the construction of Kennedy Street, but this item would allow for additional design work to have additional streets ready to construct, as funds became available in the future budget. The contract would cover work on three streets across the city, including West Maple Avenue, West Oklahoma Avenue, and East Maple Avenue.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the execution of a professional engineering services agreement with Olsson, Inc., Oklahoma City,

Oklahoma, for the design of the 2019 Local Streets Program, Project R-1904A, in the amount of and not to exceed \$178,248.03.

Following brief discussion, the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

\*\*\*\*\*

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

- (1) Acceptance of the Final Joint Land Use Study Background Report and Final Joint Land Use Study Report, as prepared by Matrix Design Group;
- (2) Acceptance of the following described Permanent Waterline Easement and Temporary Waterline Easement from Kevin L. and Stacy Walk, located in the NE/4 of the NE/4 of Section 13, Township 25 North, Range 2 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$9,675.00;

(Copy Description)

- (3) Acceptance of the following described Permanent Waterline Easement and Temporary Waterline Easement from Stephen W. Smith and James R. Bornholdt, located in Section 35, Township 26 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$8,025.00;

(Copy Description)

- (4) Acceptance of the following described Permanent Waterline Easement and Temporary Waterline Easement from Joseph O. and Ramona J. Elliott, located in the NE/4 of Section 11, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$14,275.00;

(Copy Description)

- (5) Acceptance of the following described Permanent Waterline Easement and Temporary Waterline Easement from Steven and Donna Cales, located in the NE/4 of Section 2, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of

Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$4,475.00;

(Copy Description)

- (6) Acceptance of the following described Permanent Waterline Easement and Temporary Waterline Easement from Jim and Whitney Edens, located in the N/2 of the NE/4 of Section 10, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$19,575.00;

(Copy Description)

- (7) Acceptance of the following described Permanent Waterline Easement and Temporary Waterline Easement from Cecil and Nona Cales, located in the NE/4 of Section 2, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$13,600.00;

(Copy Description)

- (8) Acceptance of work as completed, in accordance with City standards, for Water Line (Project No. W-1608A), Sanitary Sewer (Project No. S-1605), and Paving and Drainage (Project No. R-1611) Improvements to serve Pheasant Run Golf Community, Blocks 29, 30, 31 and 32;
- (9) Acceptance of work as completed by the contractor, MTZ Construction, in Project No. M-1805, 2018 ADA Compliance Project at Coolidge Elementary School;
- (10) Acceptance of the following described Public Utility and Access Easement from Ralph S. Cross and Doris A. Cross, located in the NW/4 of Section 12, Township 21 North, Range 11 West, Major County, Oklahoma, for installation of a new well and raw waterline improvements in Project W-1704A, in the amount of \$12,082.00;

and

- (11) 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, Ezzell, Waddell, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustees Wilson and Pankonin.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Waddell to approve a resolution increasing the 2018-2019 Fiscal Financial Plan for the Enid Municipal Authority, in the amount of \$2,250,000.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Norwood 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 and Chairman Shewey.

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: Trustees Wilson and Pankonin.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Norwood to approve a resolution amending the 2018-2019 Fiscal Financial Plan for the Enid Economic Development Authority, in the amount of \$2,250,000.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Norwood 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 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, Ezzell, Waddell, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustees Wilson and Pankonin.

\*\*\*\*\*

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell 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 regarding concerns about the recent municipal election.

\*\*\*\*\*

Motion was made by Commissioner Waddell and seconded by Commissioner Norwood to convene into Executive Session pursuant to 25 O.S. §307 (C)(10), Economic Development Matters, to consider a redevelopment proposal and sale of property for the southeast corner of Garriott and Cleveland, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

The meeting convened into Executive Session at 6:57 P.M.

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In Executive Session, the Commission discussed a redevelopment proposal and sale of property for the southwest corner of Garriott and Cleveland.

\*\*\*\*\*

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

\*\*\*\*\*

Motion was made by Commissioner Ezzell to approve a development and sale agreement with Kyle Williams for the Lahoma Courts Property.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

\*\*\*\*\*

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell and Mayor Shewey.

NAY: None.

The meeting adjourned at 8:08 P.M.



**City Commission Meeting**

**5.3.**

**Meeting Date:** 03/05/2019

**Submitted By:** Alissa Lack, City Clerk

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**SUBJECT:**

**CONSIDER APPOINTMENTS TO THE PUBLIC ACCESS TELEVISION ADVISORY BOARD.**

**BACKGROUND:**

Two vacancies exist due to previous resignations. Applications have been received from Mr. Ramon Nunez and Mr. Billy Sneed, Jr. If approved, Mr. Nunez and Mr. Sneed will fill unexpired terms through June 30, 2019. Applications are attached for consideration.

**RECOMMENDATION:**

Consider appointments.

**PRESENTER:**

Jerald Gilbert, City Manager

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**Attachments**

Public Access Advisory Applications

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**CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM**

**NAME** Ramon Jose Nunez

**HOME ADDRESS** 2013 WEST OAK AVENUE

**MAILING ADDRESS** 2013 WEST OAK AVENUE

**HOME PHONE** 405-924-4168 **BUSINESS PHONE** \_\_\_\_\_

**EMAIL ADDRESS** ramon.nunez96@icloud.com

**COMMISSION WARD** 5

**ADVISORY COMMISSION PREFERENCE(S):**

ENID TELEVISION NETWORK  
\_\_\_\_\_  
\_\_\_\_\_

**RESIDENCE HISTORY:** LOCATED TO ENID JULY OF 2016  
\_\_\_\_\_  
\_\_\_\_\_

**EDUCATIONAL BACKGROUND:** HIGHSCHOOL  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**REFERENCES:**

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESUME ATTACHED:** (YES) \_\_\_\_\_ (NO) NO ✓

  
\_\_\_\_\_  
**SIGNATURE**



2-21-19  
**DATE**

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



**CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM**

**NAME** Billy Sneed Jr

**HOME ADDRESS** 2514 Heritage Trail, Enid, OK 73703

**MAILING ADDRESS** same

**HOME PHONE** 580.747.1696      **BUSINESS PHONE** same

**EMAIL ADDRESS** billysneedjr@protonmail.com

**COMMISSION WARD** 6

**ADVISORY COMMISSION PREFERENCE(S):**

Public Access Television

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

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

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

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

**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:** \_\_\_\_\_  
Served on first two years of PACE Board with COE

**REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):** \_\_\_\_\_  
My unique perspective as an employee of ETN as well as an involved  
citizen, along with my current education might be of use to balance out  
ETN.

**REFERENCES:**  
Kelly Tompkins \_\_\_\_\_ Pamela Ballard \_\_\_\_\_  
Charlet Ringwald \_\_\_\_\_ Merideth Westfahl \_\_\_\_\_

**OTHER COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESUME ATTACHED:** (YES) \_\_\_\_\_ (NO) X \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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

**Meeting Date:** 03/05/2019

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**HOLD A PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 13, "SIGN REGULATIONS", TO AMEND SECTION 11-13-1, "PURPOSE AND OBJECTIVES" TO PROHIBIT NEW BILLBOARDS, BUT ALLOW THE UPGRADE OF EXISTING BILLBOARDS WITH NEW TECHNOLOGY; SECTION 11-13-2 "DEFINITIONS", TO ADD FOOT-CANDLE, ELECTRONIC MESSAGE CENTER, AND REMOVE INSTITUTIONAL SIGN AND REVISE DEFINITIONS; SECTION 11-13-3 "BONDING AND LICENSING OF CONTRACTORS", TO ALLOW INSTALLATION OF SMALL WALL SIGN MADE OF WOOD, WITHOUT LICENSE OR BOND; SECTION 11-13-5 "GENERAL REGULATIONS", TO CLARIFY PROHIBITED SIGNS AND ALLOW BALLOON SIGNS; SECTION 11-13-6 "ALLOWANCES BY ZONING DISTRICT OR SPECIAL AREA", TO REMOVE DUPLICATIVE PROVISIONS FOR SIGNS IN PLANNED UNIT DEVELOPMENTS; SECTION 11-13-7 "SIZE, LOCATION AND OTHER RESTRICTIONS", TO PROVIDE STANDARDS FOR DIGITAL BILLBOARDS, ELECTRONIC MESSAGE CENTER, AND CLARIFY PROHIBITED SIGNS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

This is a companion item to item 6.2.

This ordinance was reviewed at the January 3, 2019 Study Session, and a public hearing was held by the Metropolitan Area Planning Commission on February 25, 2019. The MAPC recommended approval of this ordinance, but recommends the City's sign regulations in their entirety be reviewed for consistency and ensure that regulations are applied fairly, including when approving city signs.

If adopted, this ordinance will allow existing billboards to be upgraded with new technology (i.e. digital) and provides standards for digital billboards utilizing foot candles to measure illumination levels. It also adds definitions for foot candle and electronic message center, and removes or simplifies other definitions.

The ordinance removes the sign regulations for planned unit developments, which were duplicative of those found in Chapter 10, Article A of Title 11 of the Enid Municipal Code. If adopted, balloon signs will be classified as temporary signs, not prohibited signs, and wooden wall signs thirty-two feet or less may be installed without requiring the installer to obtain a license or bond.

**RECOMMENDATION:**

Hold public hearing on the ordinance.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Meeting Date:** 03/05/2019

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 13, "SIGN REGULATIONS", TO AMEND SECTION 11-13-1, "PURPOSE AND OBJECTIVES", TO PROHIBIT NEW BILLBOARDS BUT ALLOW THE UPGRADE OF EXISTING BILLBOARDS WITH NEW TECHNOLOGY; SECTION 11-13-2 "DEFINITIONS", TO ADD FOOT-CANDLE AND ELECTRONIC MESSAGE CENTER, AND REMOVE INSTITUTIONAL SIGN AND REVISE DEFINITIONS; SECTION 11-13-3 "BONDING AND LICENSING OF CONTRACTORS", TO ALLOW INSTALLATION OF SMALL WALL SIGN MADE OF WOOD WITHOUT LICENSE OR BOND; SECTION 11-13-5 "GENERAL REGULATIONS", TO CLARIFY PROHIBITED SIGNS AND ALLOW BALLOON SIGNS; SECTION 11-13-6 "ALLOWANCES BY ZONING DISTRICT OR SPECIAL AREA", TO REMOVE DUPLICATIVE PROVISIONS FOR SIGNS IN PLANNED UNIT DEVELOPMENTS; SECTION 11-13-7 "SIZE, LOCATION AND OTHER RESTRICTIONS", TO PROVIDE STANDARDS FOR DIGITAL BILLBOARDS, ELECTRONIC MESSAGE CENTER, AND CLARIFY PROHIBITED SIGNS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

**BACKGROUND:**

This is a companion item to item 6.1.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Attachments**

Sign ordinance

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**ORDINANCE NO. 2019-**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 13, "SIGN REGULATIONS" TO AMEND SECTION 11-13-1, "PURPOSE AND OBJECTIVES" TO PROHIBIT NEW BILLBOARDS BUT ALLOW THE UPGRADE OF EXISTING BILLBOARDS WITH NEW TECHNOLOGY; SECTION 11-13-2 "DEFINITIONS" TO ADD FOOT-CANDLE; ELECTRONIC MESSAGE CENTER, AND REMOVE INSTITUTIONAL SIGN AND REVISE DEFINITIONS; SECTION 11-13-3 "BONDING AND LICENSING OF CONTRACTORS" TO ALLOW INSTALLATION OF SMALL WALL SIGN MADE OF WOOD WITH OUT LICENSE OR BOND; SECTION 11-13-5 "GENERAL REGULATIONS" TO CLARIFY PROHIBITED SIGNS AND ALLOW BALLOON SIGNS; SECTION 11-13-6 "ALLOWANCES BY ZONING DISTRICT OR SPECIAL AREA" TO REMOVE DUPLICATIVE PROVISIONS FOR SIGNS IN PLANNED UNIT DEVELOPMENTS; SECTION 11-13-7 "SIZE, LOCATION AND OTHER RESTRICTIONS" TO PROVIDE STANDARDS FOR DIGITAL BILLBOARDS, ELECTRONIC MESSAGE CENTER, AND CLARIFY PROHIBITED SIGNS; 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 11, Chapter 13, Sections 11-13-1 through 11-13-3, of the Enid Municipal Code, 2014, are hereby amended to read as follows:

**11-13-1: PURPOSE AND OBJECTIVES:**

- A. Purpose: Standards are herein provided for the purpose of extending land use regulations to the erection, construction, placement, replacement, display, location, and maintenance of signs and outdoor advertising media for the purpose of encouraging sound signing practices and lessening the objectionable effects of competitive signing.
- B. Objectives: The objectives (intent) of this chapter shall be:
  - 1. To enhance the aesthetic quality of life for the citizens of the city by promoting the reasonable, orderly, and effective display of signs.



2. To prohibit signs and billboards which create blight on the community, reducing the value and desirability of surrounding property, inhibiting economic development by creating a negative visual image of the city.
3. To preserve and protect private and public property values and civic beauty and prohibit signs and billboards which detract from this objective due to excessive size, height, number, or visual impact, or undesirable location, maintenance, mobility, spacing or illumination.
4. To establish standards which will permit businesses a reasonable and equitable opportunity to advertise, but which will avoid excessive competition and clutter among sign displays.
5. To increase the safety of the citizens in that unregulated advertising signs compete with official traffic signs for drivers' attention and thereby decrease the effectiveness of cautionary directional messages essential for the traveling public.
6. To protect the general public from damage and injury which may be caused by the faulty and uncontrolled construction and use of signs within the city.
7. To provide for special regulations in areas which by nature or location are unique to other areas of the city.
8. To promote the general welfare of the city and its citizens by preserving the cultural and business significance and architecture of the downtown development district of the city, by strengthening the visual identity of such district and to promote economic growth by encouraging a central and unique environment for marketing purposes.
9. To provide for the preservation and enhancement of the historic preservation district and to further the national interest as it pertains to the preservation and enhancement of historic places.
10. To provide for an equitable mechanism whereby those signs which are nonconforming to this chapter can be removed.
11. To effectively use the city's police power in determining that the community should be beautiful as well as healthy, spacious as well as clean, and well balanced as well as carefully patrolled.
12. To prohibit billboards/off premises signs within the corporate limits of the city of Enid but allow for the upgrading of existing billboards with new technology.

13. To promote and maintain the visual attractiveness for residents and visitors, as well as for commercial, industrial and professional businesses and other establishments, while maintaining economic stability.

**11-13-2: DEFINITIONS:**

For the purposes of this chapter, the following terms shall have the meanings as hereinafter defined:

**A-FRAME SIGN:** A sign which is in the shape of an A or variation thereof, located on the ground, easily movable, not permanently attached thereto, and which is usually two (2) sided.

**ABANDONED SIGN:** A sign which identifies an establishment, goods or services which are no longer provided on the premises as advertised, or identifies a time, event or purpose which has passed or no longer applies, or is vacant of copy for a period of time as specified herein.

**ADDRESS AND/OR NAMEPLATE SIGN:** A sign identifying the city assigned address number and/or name of the business or residential occupant.

**ADVERTISING:** Commercial messages on signs,—which does not include noncommercial messages.

**ANIMATED OR MOVING SIGN:** Any sign or part of a sign which changes physical position by any movement or rotation.

**AUTOMATIC OR CHANGING SIGN:** An electronically or electrically controlled sign, which automatically changes the visible message copy on a preprogrammed cycle through the use of illumination.

**AWNING OR CANOPY SIGN:** A sign that is mounted or painted on, or attached to, an awning or canopy such that the sign does not project above, below, or beyond the awning or canopy. See definition of Wall Sign.

**BALLOON SIGN:** A temporary sign that consists of an nonporous bag, of a variety of shapes and sizes, or envelope filled with heated air, a gas lighter than air, or air under pressure. ~~that is used for advertising or attention getting purposes.~~

**BANNER SIGN:** A temporary sign printed or displayed on cloth or other flexible material, with or without frames.

**BILLBOARD:** An off premises object, device, display, sign, or structure, or part thereof, displayed outdoors or visible from a public right of way, which is used to advertise, identify, display, direct or attract attention to any message, idea, object, institution, business,

organization, event, person, place, commodity, product, service, or entertainment conducted, sold, located, manufactured, used or offered at a location other than the premises on which the sign is located.

**BULLETIN BOARD SIGN:** A sign that indicates the name of the entity ~~a governmental, religious, educational, or other noncommercial institution~~ on whose premises it is located and which may contain the names of individuals connected with it and general announcements of events or activities occurring at the institution, or similar messages. ~~not advertising a specific product or business service.~~

**CHANGEABLE COPY SIGN; READER BOARD:** A freestanding sign or integral part thereof, consisting of nonstructural panels or individual message elements such as letters, numbers, or symbols, which are designed and intended for manual replacement or alteration after the sign is erected.

**CONSTRUCTION SIGN:** A temporary sign identifying a construction project erected on the premises where construction is taking place, only during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, lending institutions, and other parties having a role or interest in the structure or project.

**DECORATION:** Illustration, symbol, flag, streamer, bunting, wreath, figure, insignia, or other devices employed to express and illustrate a message of patriotic holiday or seasonal character.

**DIRECTIONAL SIGN:** A sign that directs the movement or placement of pedestrian or vehicular traffic on the premises where the sign is located.

**DISPLAY SURFACE:** The surface of the sign upon, against or through which the message is displayed or illustrated.

**DOUBLE FACED SIGN:** Any sign with more than one display surface where only one side is visible from any one direction. With double faced signs, the full sign is counted as a single sign, instead of the individual faces of the sign being counted as separate signs.

**ELECTRONIC MESSAGE CENTER (EMC):** A on premise sign that displays words, symbols, figures or images that can be electronically changed by remote or automatic means.

**ERECT:** To construct or allow to be constructed.

**EVENT SIGNS:** A sign displayed for the sole purpose of drawing attention to an upcoming event or celebration. Some examples are streetlight banners, banners, streamers, etc. Signs for special events regulated by [title 1, chapter 15](#) of this code are not regulated under this title.

**FEATHER FLAG:** A sign with or without characters, letters, illustrations, or ornamentations applied to cloth, paper, flexible plastic, or fabric of any kind with only such material for backing. Feather flags are generally a single sign attached to a support post and typically having a dimensional ratio of four (4) high to one wide. This definition also applies to teardrop flags, wind feather flags, bow flags, and other similar type signs.

**FLASHING SIGN:** An illuminated sign on which the artificial or reflected light is not maintained stationary and constant in light intensity and color at all times when in use.

**FOOT-CANDLE:** The illuminance on a one square foot surface from an uniform source of light.

**FREESTANDING SIGN:** An accessory sign principally supported by a structure affixed to the ground, and not supported by a building. Freestanding signs include signs supported by one or more columns, poles or braces placed in or upon the ground and may not exceed thirty two feet (32') in height. This sign is intended to identify an aggregate use of property or its primary use.

**FRONTAGE:** Any boundary line of a lot or parcel of land that coincides with the right of way of the street.

**GAS ISLAND SIGN:** A sign printed on paper, board or similar material and placed on a pole or pump within a gas station island.

**GLARING SIGNS:** Any sign employing direct, indirect, internal, flashing or other illumination with light sources or reflectivity of such brightness that constitutes a hazard to ground or air traffic or a nuisance.

**HANGING SIGNS:** Any sign which is suspended from a building or from a canopy, awning or other similar structure, over a designated pedestrian-way, and is perpendicular to the building. The primary purpose of hanging signs is to assist pedestrians in wayfinding and identification of businesses in a manner that is true to the age of the downtown overlay district.

**IDENTIFICATION NAMEPLATE:** A wall sign giving any combination of the name and recognized symbol or logo of a building, business, or establishment which is attached to, and flat against, the wall of a building.

**ILLEGAL SIGN:** Any sign erected or altered after the effective date of this chapter not complying with the provisions thereof unless said provision was expressly granted by a variance.

**ILLUMINATED SIGN:** Any sign which has characters, letters, figures, designs, or outlines illuminated by electric lights or luminous tubes, whether such sources of illumination are a

part of a sign or not.

ILLUMINATION, DIRECT; INTERNAL ILLUMINATION: A light from a source concealed or contained within the sign, and which becomes visible through a translucent surface.

ILLUMINATION, INDIRECT LIGHTING: Illumination which is performed by spotlights or other lighting devices and which is not a part of the sign proper. This definition includes those lighting devices which are extended from the sign proper by means of a rod from which the illumination is directed toward the display surface of the sign.

~~INSTITUTIONAL SIGN: A sign identifying a club, association, school, hospital, church, firehouse, nursing home, care facility, boarding house, cemetery, or other similar institution or facility.~~

MARQUEE SIGN: Any sign attached to, and made a part of, a marquee. A "marquee" is defined as a permanent roof-like structure projecting beyond a building wall at an entrance to a building or extending along, and projecting beyond, the building's wall and generally designed and constructed to provide protection against the weather.

MEMORIAL SIGN: A sign, tablet, or plaque commemorating a person, event, structure or site.

MODULE SIGN: A wall sign other than an identification sign or identification nameplate, which is formed of individual modules, which spell out the name or nature of a business or the occupant of the premises.

MOVING SIGN: A sign, all or part of which is animated, revolves, swings, or is otherwise designed to move by mechanical means or by the force of the wind.

NIT: A brightness measurement of light whose standard is the amount of light that one candle gives off in a square meter of area. The nit is a unit of measurement that is used for light given off in digital displays such as computer screens, video games, electronic signs and other visual appliances.

NONCOMBUSTIBLE: Any material which does not ignite below one thousand two hundred degrees Fahrenheit (1,200°F) or disintegrate, melt or give off toxic odor or fumes.

NONCONFORMING SIGN: A sign which was lawfully erected, altered, moved, or maintained under previous ordinances of the city but does not conform to the provisions of this chapter.

OFF PREMISES SIGN: Any sign, other than a billboard, which directs attention to a business, establishment, commodity, service, entertainment, or attraction sold, offered, or existing elsewhere than upon the same lot where such a sign is displayed.

OWNER: The fee owner of a sign, the lessee of the sign, the fee holder of the property upon which the sign is located, the leaseholder of such property, or the individual, person or business who has purchased the copy on a sign, or whose name appears on the sign.

PALLET SIGN: A sign that consists of a portable platform used for storing or stacking products, with or without a message attached thereto.

PARAPET: Either the edge of the roof or the top of a wall, which forms the top line of the building silhouette.

PARCEL OF LAND: For the purpose of calculating street frontage, parcel of land means a parcel of unplatted real estate or a platted lot. Where one lot fully encompasses a building, only that lot will be used to calculate street frontage, even if adjacent lots are owned by the same person or entity. Where a building or attached structure permanently encroaches on a second lot, the lots will be combined to determine the street frontage.

PERMANENT SIGN: A sign which by its physical nature is designed for and suitable for display longer than ninety (90) days; the term includes all signs which qualify as a "structure" in the building code.

POLITICAL SIGN: A temporary sign announcing or supporting political candidates or issues in connection with any national, state, county, or local election.

PORTABLE SIGN: A sign designed to be removable from one location to another and not permanently attached to the ground or to any immobile structure, the primary function of which is to provide advertisement of products or services in connection with a business or activity located on the site of the portable sign, or elsewhere. Portable signs may or may not be lighted internally, and may or may not be mounted on a chassis with tires or wheels for transport from one place to another on a trailer or other wheeled devices. A-frames; menu and sandwich board signs; and balloons used as signs are other examples of portable signs. ~~See also definition of Changeable Copy Sign; Reader Board.~~

POSTER SIGN: A temporary sign printed on paper, cardboard, or similar material which is generally displayed in windows or attached to buildings, or staked in the ground.

PROJECTING SIGN: A sign, other than a banner, which is attached to, and is wholly or partially dependent upon, a building for support and which projects perpendicular to the wall or surface of the building.

PUBLIC USE SIGN OR PUBLIC SERVICE SIGN: A sign of a governmental or ~~noncommercial~~ nature including public transit and public utility information, traffic control, and any other sign erected by a public officer in the performance of a public duty.

REAL ESTATE SIGN: A temporary sign pertaining to the sale, rental, or lease of the lot or

tract of land on which the sign is located, or to the sale, rental, or lease of one or more structures.

ROOF SIGN: A sign which is erected, constructed, and maintained upon the roof of any building, whose height does not exceed the crest of the roofline, and is principally supported by the roof's structure.

SETBACK: Where a setback is required or provided for any sign, it shall be measured horizontally from, and perpendicular to, the right of way line of a street, or property line, to the nearest edge of the sign.

SIGHT TRIANGLE: An area which is clear of all structures or other sight impediments formed by measuring back an equal distance along two (2) intersecting curb lines and connecting said points to form a triangle.

SIGN: Any object, device, display or structure or part thereof situated outdoors which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination or projected images. The term "sign" includes, but is not limited to, every projecting sign, ground sign, pole sign, window sign, vehicle sign, awning, canopy, marquee, changeable copy sign, illuminated sign, flashing sign, animated sign, temporary sign, portable sign, pennant, banner, streamer. ~~or any other attention getting device or other display whether affixed to a building or separate from a building.~~

SIGN AREA; AREA OF A SIGN; SIGNAGE: The area of the sign shall be the entire area within a single continuous rectilinear perimeter of not more than eight (8) straight lines enclosing the extreme limits or writing, representation, emblem, icon, logo or any figure of similar character, together with any material or color forming an integral part of background of the display or used to differentiate such sign from the backdrop or structure against which it is placed.

SIGN CONTRACTOR: Any person, firm or corporation involved in the installation, repair, alteration, and service of any electric sign, and all permanent signs involving structural requirements of the building code and/or electrical requirements of the electrical code.

SIGN COPY: The letters, numbers, symbols, or geometric shapes on a sign face either in permanent or changeable form.

SIGN FACE: The surface of a signboard, background area, and structural trim upon, against or through which a message is displayed or illustrated on the sign.

SIGN HEIGHT: The height of a sign, measured from ground level, at the base of, or below, the sign, to the highest edge of the sign.

SIGN LOCATION: The site where one or more freestanding sign structures may be erected.

STORE FRONTAGE: The area visible to the public where public entrances, display windows and other information is located. Store frontage is not regulated by road frontage and is considered separately when deciding linear feet of store frontage.

STREET FRONTAGE: The frontage which runs the length of a particular parcel of land.

STROBE: A flash lamp that produces high intensity, short duration light pulses.

STRUCTURE: Anything built or constructed whether or not permanently attached to the ground.

TEMPORARY SIGN: Any sign, banner, or advertising display, usually constructed of cloth, fabric, wood, paper or other light material with or without a frame, and designed and intended to be displayed for a short period of time, typically less than ninety (90) days.

UNUSED SIGN: See definition of Abandoned Sign.

VARIANCE: A special ruling which does not require compliance with a specific portion of this chapter.

VEHICLE SIGN: Signs placed on or affixed to vehicles and/or trailers that are parked on a public right of way, public property or private property so as to be visible to the general public where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property shall be prohibited. However, this is not ~~in any way~~ intended to include ~~the painting of vehicles or window stickers for parking lots for example or company logos for identification are not prohibited in any way.~~

WALL SIGN: Any sign painted on, or attached to and erected parallel to, the face of, or erected and confined within the limits of, the outside wall of any building and supported by such wall or building, and which displays only one advertising surface. For the purpose of this chapter, the term "wall sign" shall include awning and canopy, identification, marquee, and module signs.

WIND RESISTANT OR SWINGER SIGN: A small accessory sign which is spring mounted on a base which allows the sign to swing as wind pressure increases. The definition does not include "A-frame signs".

WINDOW SIGN: Any sign painted on or placed inside or upon a window facing the outside and which is intended to be seen from the exterior. (Ord. 2016-26, 10-18-2016)



### **11-13-3: BONDING AND LICENSING OF CONTRACTORS:**

Electric signs and all permanent signs, unless exempted under subsection I of this section, ~~involving structural requirements of the building code~~ shall be installed, repaired, altered, and serviced, only by a sign contractor licensed by the city, in accordance with the following provisions:

- A. Application: Applications for sign contractors' licenses or renewal of licenses may be obtained from the code administration office. The code official shall, within thirty (30) days of the date of application, approve or deny the application or refer it back to the applicant in any instance where insufficient information has been furnished. Each license issued shall be assigned a number, which must then be recorded on all applications for sign permits submitted by the license holder.
- B. Renewal: Sign contractors' licenses shall expire on June 30 following the date of issuance and shall be renewed annually. New licenses issued within thirty (30) days before June 30 are exempt from renewal until the following year.
- C. Contracting Firms: Employees of duly licensed sign contractors shall not be required to obtain a license or pay a fee in order to engage in the work of installing, repairing, altering, or servicing signs in the regular course of their employment with their duly licensed sign contractor.
- D. Vehicle Identification: It shall be the duty of every sign contractor licensed hereunder to have the firm's name and license number displayed on the side of all vehicles used in the operation of its business.
- E. Fees: Any person, firm or corporation desiring a license shall, at the time of receiving such license, pay to the office of the city clerk an initial license fee of three hundred dollars (\$300.00), and an annual renewal fee of seventy five dollars (\$75.00).
- F. Bond: No sign contractor's license shall be issued until the applicant therefor shall have deposited with the office of the city clerk a cash or surety bond in the sum of ten thousand dollars (\$10,000.00), to be known as a sign contractor's bond. Such bond shall be executed by the sign contractor, and the surety thereon shall be a corporate surety company authorized to do business in the state of Oklahoma. The bond shall be in favor of the city and conditioned that the licensee shall faithfully and properly conduct such sign contracting business in compliance with all the ordinances of the city relating to signs and sign contractors, and for the payment of all fines and penalties imposed for the violation of such laws, and for the protection and indemnification of the city against all damages resulting directly or indirectly from any injury to persons or property on account of the negligence of the licensee or by reason of defects in the sign construction. Such bond shall be renewed annually concurrently with the license, and the certificate of such renewal shall be filed with the code official.

- G. Insurance: No sign contractor's license shall be issued until the applicant therefor shall have filed a certificate of insurance as proof of coverage for public liability and property damage in an amount not less than five hundred thousand dollars (\$500,000.00) for bodily injury or death of one person in any one accident; in an amount not less than twenty five thousand dollars (\$25,000.00) for personal injury or death to more than one person in any one accident; and in the amount of not less than ten thousand dollars (\$10,000.00) for property damage; all arising out of work performed under a contractor's license. Such insurance shall be kept in full force throughout the life of the license.
- H. Revocation Of License: A sign contractor's license may be revoked or temporarily suspended by the code official upon notice in writing to the licensee if it is found that the license was issued on the basis of relevant information which was incorrect or misleading, or if the contractor has violated any provision of this section. Such revocation or suspension action shall be coordinated with the city's legal staff.
- I. Exemptions: The following persons or firms are not required to obtain a sign contractor's license or bond, but shall comply with all other provisions of this chapter:
1. The manufacturer, assembler, or maker of prefabricated or preassembled sign parts, who does not perform operations other than sales within the city limits.
  2. Persons who erect and maintain a freestanding sign, under six feet (6') tall, which is constructed entirely of masonry or wood materials, with non-illuminated sign copy attached to the sign. If the sign is indirectly lighted, all electrical work shall be performed by a licensed electrical contractor.
  3. Persons who install a wall sign, thirty-two square feet or less, which is constructed entirely of wood.
  4. Persons who paint a sign upon an existing building or sign structure and such sign consisting of no structural components.
  5. Persons who install, erect, move, or maintain a sign not requiring a permit, as exempted in subsections 11-13-4 G and H of this chapter.

(Ord. 2016-14, 6-7-2016)

Section II: That Title 11, Chapter 13, Sections 11-13-5 through 11-13-7 of the Enid Municipal Code, 2014, are hereby amended to read as follows:

**11-13-5: GENERAL REGULATIONS:**

Unless otherwise provided in this chapter, the following regulations apply:

A. Location Requirements: All signs are subject to the following general location restrictions:

1. No sign shall be maintained at any location where, by reason of its position, size, shape, or color, it may interfere with the view of, or be confused with, any traffic control signs or signals, or where it may mislead or confuse traffic.
2. Signs and their supporting structures shall maintain clearance from, and noninterference with, all aboveground and underground facilities and conduits for water, sewer, gas, electricity or communications equipment and lines and shall not interfere with surface or subsurface drainage.
3. No sign shall be installed or erected, any part of which is on, over, or extended across any public right of way, alley, easement, or any vehicular driveway, unless otherwise specified in this chapter.
4. Only public service signs shall be permitted on publicly owned property, except Chisholm Trail Expo Center, David Allen Memorial Ballpark, and Kellet Park, if approved by the applicable public entity operating said facilities.
5. No sign may be attached to any tree, and only public service signs may be attached to utility poles.
6. No sign shall occupy a parking space required under the provisions of [chapter 12](#) of this title.
7. No sign shall be erected, constructed, or maintained so as to obstruct any fire escape or any window or door, or opening used as a means of egress. No sign shall be attached in any form, shape or manner to a fire escape, nor be placed in such a manner as to interfere with an opening required for legal ventilation.

B. Sight Triangle<sup>1</sup>: No sign shall be located within a "sight triangle", as defined in section 11-13-2 this chapter, except as specified below:

1. No portion of any sign other than the pole or column shall be permitted between the heights of three feet (3') and seven feet (7'), as measured from the street grade.
2. The area of the sight triangle shall be determined by the characteristics of the street, drive, alley, or railroad intersections by which the triangle is formed.
  - a. An uncontrolled intersection shall require a sight triangle, clear of sight impediments, measuring fifty feet (50') along the curb line of both streets.

- b. A four-way controlled intersection shall require a sight triangle measuring twenty feet (20') along the curb line of both streets.
  - c. A two-way controlled intersection shall require a sight triangle measuring twenty feet (20') along the curb line of the controlled street and fifty feet (50') along the curb line of the uncontrolled street. If the uncontrolled street has a posted speed limit in excess of thirty five (35) miles per hour, the sight triangle shall measure seventy feet (70') along the curb line.
  - d. The intersection of a drive or alley and a street shall require a sight triangle measuring twenty feet (20') along the drive or alley and fifty feet (50') along the street. If the posted speed limit on the street is in excess of thirty five (35) miles per hour, the sight triangle shall measure seventy feet (70') along the curb line.
  - e. The intersection of a street and a railroad shall require a sight triangle measuring seventy feet (70') along the railroad right of way line and fifty feet (50') along the curb line of the street.
- C. Maintenance: Every sign, including those for which permits or for which no permits or fees are required, shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of defective parts, painting, cleaning, and other acts required for the maintenance of said sign. All freestanding signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds. The owner of a sign not maintained in a safe, presentable, and good structural condition shall be notified in writing from the code official and shall have thirty (30) days to bring the maintenance of the sign up to compliance with this chapter.
- D. Unsafe Signs: Any sign in a dangerous or defective condition, as determined by the code official, shall be repaired or removed immediately by the owner. Should any sign become unsafe or in any way pose a public danger in the opinion of the code official, the owner of the sign or the persons responsible for the maintenance of the sign shall, upon written notice of the code official, forthwith in the case of immediate danger and in any case within ten (10) days, secure the same in a manner to be approved by the code official in conformity with the provisions of this chapter or remove such sign. If such order is not complied with within ten (10) days, the code official shall remove such sign at the expense of the owner or lessee.
- E. Abandonment: If a sign advertises a business, time, event, purpose, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be considered abandoned and shall, within thirty (30) days of such abandonment, be removed by the sign owner, owner of the property where the sign is located, or other party having control over such sign.

1. If the message portion of the sign is removed, leaving only the supporting "shell" of a sign or the supporting braces, anchors or similar components, the owner of the sign or the owner of the property where the sign is located or other person having control over such sign shall, within one hundred eighty (180) days of the removal of the message portion of the sign, either replace the entire message portion of the sign with a blank sign cover or remove the remaining components of the sign. This subsection shall not be construed to prevent the changing of the message of a sign.
2. If the projecting or wall sign from a business has been removed leaving a shadowing effect behind on the building, the owner must power wash to remove the shadowing from the previous sign or paint the building to cover the shadowing from the previous sign within thirty (30) days<sup>2</sup>.
3. Signs that have been abandoned while the business is still in operation must remain maintained and in good condition. If the sign is abandoned and unused for more than two (2) years the owner may be required to remove the sign.
4. Before a new sign permit will be issued, all previous signage from the previous owner or occupant must be removed. This includes any shadowing that is left behind once the sign has been removed. If the wall has been painted with logos or specific markings consistent with a particular business that must also be neutralized before a new permit will be issued.

F. Electrical Code Requirements:

1. All signs shall comply with applicable provisions of the international building code and the electrical code of the city in effect at the time the sign is erected.
2. No sign shall have an overhead electrical system.

G. Sign Area:

1. Total Area: Unless otherwise outlined in this chapter, the total aggregate sign area for a property shall be as follows:
  - a. The total sign area for the aggregate of all signs on site that may be permitted for any individual property shall be two (2) square feet of sign area for each linear foot of street frontage or store frontage, whichever is greater, up to two hundred (200) linear feet.
  - b. If the frontage exceeds two hundred (200) linear feet, then for each additional fifty feet (50') of frontage the business will be allowed an additional ten (10) square feet of signage.

(1) Example: Business has five hundred (500) linear feet of street frontage, minus the calculated two hundred (200) linear feet of street frontage. The business has an additional three hundred (300) linear feet of frontage, divided by fifty (50) which equals six (6). Then multiply six (6) times ten (10) to get an additional sixty (60) square feet of signage allowed for that business. The total sign area allowed is four hundred sixty (460) square feet.

c. All computations shall be measured in conformance with the following regulations:

(1) In computing the area of a sign, standard mathematical formulas for common regular geometric shapes (triangle, parallelogram, circle and ellipse, or combinations thereof) shall be used.

2. Shopping Centers Or Businesses That Share Square Footage:

a. One freestanding sign shall be allowed on the primary frontage and one freestanding sign shall be allowed on each secondary frontage to identify the entire complex and the stores within the complex. Total sign area for the overall complex may not exceed two (2) square feet of sign area for each linear foot of street or store frontage up to two hundred (200) linear feet. As described in subsection G1 of this section if the shopping center has over two hundred (200) linear feet of street or store frontage they will be allowed an additional ten (10) square feet signage for each fifty (50) linear feet of frontage they have.

b. Signs shall be allowed for each tenant not to exceed two (2) square feet of sign area for each linear foot of store frontage occupied. Each tenant shall be allowed a minimum of fifteen (15) square feet of sign area and a maximum of two hundred (200) square feet of sign area. If a tenant occupies a corner space, the sign area allowed shall apply to each store frontage. Window signage will not be calculated into the total allowable signage.

(1) In cases where a tenant's store frontage is on the interior of a building and that tenant has no external public entrance the interior store frontage will be used to calculate signage.

c. A-frame signs will be allowed in the shopping center area as long as they are along the pedestrian walkway on the interior of the shopping center and not near parking spaces, roadways or byways, but shall not be left outdoors except during business hours. These signs may not inhibit the flow of pedestrian traffic throughout the shopping center or inhibit the flow of the vehicular traffic in any way.

H. Construction Code Requirements:

1. Compliance Required: Generally, all signs shall comply with the applicable current building and electrical codes of the city.
2. Design And Construction: All signs shall be designed and constructed to withstand wind pressures applied to the exposed area, allowing for wind in any direction.
3. Excavation And Concrete Foundations: All foundations shall conform with the building code. Where foundation details have been presented or required by the code official, each excavation shall be completed as shown on the drawing with reinforcing steel in place. The code official shall be notified immediately and no concrete shall be poured until the excavation and reinforcing steel have been inspected by the code official.
4. Supports: The use of used pipe or structural sections as columns will be permitted when approved by the code official.

I. Prohibited Signs: The following types of signs shall be prohibited:

1. Any sign that prohibits the flow of pedestrian traffic on sidewalks.
2. Flashing signs.
3. ~~Portable signs.~~ Strobes visible from the street.
4. Pallet signs.
5. Billboards and off premises signs.
6. ~~Balloon and other blow up signs.~~ Vehicle signs.
7. ~~Temporary signs with the exception of event signs, temporary signs which do not require permits and temporary signs that receive proper permitting.~~

(Ord. 2016-14, 6-7-2016)

**11-13-6: ALLOWANCES BY ZONING DISTRICT OR SPECIAL AREA:**

This section identifies the signs allowed within specific zoning districts and in special areas, along with special standards and procedures additional to those specified in section 11-13-7 of this chapter.

A. Allowance By Zoning District:

1. Residential Zoning Districts (R-1, R-2, R-3, R-4, R-4A, R-5, R-6, R-7): The only signs permitted in residential zoning districts are identification signs for buildings, subdivisions, residences, or other permitted uses as well as decorations. Any wall signs or freestanding signs constructed in a residential zoning district must have a permit; this permit will be at no cost to the subdivision.
  - a. Intermittent lighting of identification signs shall be prohibited in residential districts.
  - b. Single-family and duplex lots shall be permitted one wall sign to identify the family name, property name or street address, not to exceed three (3) square feet in area for lots less than one acre and not to exceed six (6) square feet for lots over one acre.
  - c. Residential subdivisions shall be permitted one freestanding sign or one wall sign mounted on a subdivision screening wall for identification of the subdivision for each street entry providing access to the subdivision. For the purposes of this section, identical subdivision identification signs on both sides of the access street shall be considered one sign as long as they are not double faced and/or visible from both directions of traffic. These signs may not exceed fifteen feet (15') in height.
  - d. Multi-family developments shall be permitted one freestanding sign or one wall sign for identification of the development for each street entry. For the purpose of this section, identical development identification signs on both sides of the access street shall be considered one sign as long as they are not double faced and/or visible from both directions of traffic. One "for lease" wall sign with a maximum sign area of six (6) square feet for each street entry shall also be permitted.
2. Commercial Zoning Districts (Commercial Office And C1 - C4): The purpose of signage in the commercial districts is for the identification of business establishments, products and services available on the premises. If located within a shopping center the signs in that shopping center should be aggregately displayed on one or more varying types of signs, identifying the individual businesses located within a shopping center, or the shopping center name itself. Only the following types of signs are permitted in the commercial zoning districts:
  - a. Freestanding sign.
  - b. Projecting sign.



- c. Wall sign.
  - d. Window sign.
  - e. Wind resistant or "swinger" signs.
3. Industrial Zoning Districts (I-1 - I-3): The purpose of signage in industrial areas is for the identification of the various manufacturing, assembling, warehousing, and services located on the premises.
- a. Only the following types of signs are permitted in the industrial zoning districts:
    - (1) Freestanding sign.
    - (2) Projecting sign.
    - (3) Wall sign.
    - (4) Window sign.
    - (5) Wind resistant or "swinger" signs.
4. Agricultural District (A): The only signs permitted in the agricultural district are identification signs of residences, farms, agricultural related uses, and other permitted uses as well as decorations.
- a. Intermittent lighting of identification signs shall be prohibited in the agricultural district.
  - b. Only the following types of signs are permitted in the agricultural zoning district:
    - (1) Freestanding sign.
    - (2) Wall sign.
  - c. The following standards and procedures for the agricultural zoning district must be met in addition to those outlined in section [11-13-7](#) of this chapter:
    - (1) Only one such sign shall be permitted for each street frontage.
    - (2) All signs shall be for on premises use only.

- (3) No individual sign shall exceed a maximum height of ten feet (10') and a maximum sign area of forty eight (48) square feet.

B. Allowance By Special Areas: Because of their unique character, there are "special areas" in which specific regulations and procedures are established which provide for regulation of a greater degree than found elsewhere in this chapter. The special areas and their regulations are as follows:

1. Planned Unit Development (PUD): The planned unit development is designed to provide for small and large scale developments incorporating a single type or a variety of land uses which are planned and developed as a unit. When land is being considered for development under the provisions of the planned unit development zoning district, the sign program for the development shall be considered as part of the review process for the total project pursuant to Chapter 10, Article A of this title. ~~Only the following signs are permitted within a planned unit development:~~

- a. ~~Residential PUD: Accessory commercial signs shall be limited to one nameplate of not more than sixteen (16) square feet, flat against a building wall, and shall not be animated, flashing, or have other than indirect illumination. Neon lighting is acceptable only as a window sign.~~

- b. ~~Nonresidential PUD:~~

- (1) ~~Sign Area:~~

- (A) ~~All permanent signage located on each lot within the PUD is limited to up to two hundred (200) square feet based on street frontage. For all business signs, an aggregate sign area of all permanent signage is as follows:~~

- (i) ~~If not more than one sign is erected, one square foot of sign area per each linear foot of street frontage; provided, that only arterial street frontage shall be used in the computation of sign area for lots that abut more than one street.~~

- (a) ~~If the street frontage exceeds two hundred (200) linear feet, the business is allowed to have an additional ten (10) square feet of signage for each additional fifty (50) linear feet of street frontage in excess of two hundred (200) linear feet.~~

~~(ii) — If more than one sign is erected, one half ( $\frac{1}{2}$ ) square foot of sign area per linear foot of street frontage; provided, that only arterial street frontage shall be used in the computation of sign area for lots that abut more than one street.~~

~~(a) — If the street frontage exceeds four hundred (400) linear feet the business is allowed to have an additional ten (10) square feet of signage for each additional fifty (50) linear feet of street frontage in excess of four hundred (400) linear feet.~~

~~(2) — Wall Signs: The aggregate sign area for wall signs shall not exceed two (2) square feet per linear foot of the building wall to which the sign or signs are affixed.~~

~~(3) — Freestanding Or Projecting Signs: The following standards shall apply to all other signs:~~

~~(A) — No sign shall be located within one hundred fifty feet (150') of any residential area, either within or abutting the PUD, unless separated by an arterial street. Any sign shall maintain a minimum separation of one hundred feet (100') from any other sign.~~

~~(B) — Signs shall not exceed twenty five feet (25') in height, except a sign, when located behind the building setback line, may exceed twenty five feet (25'), but shall not exceed thirty two feet (32') in height.~~

~~(C) — In addition to the wall signs permitted in subsection B1b(2) of this section, and in addition to the business signs permitted in this subsection B1b(3), a lot containing four (4) or more business establishments may erect one sign for each arterial street frontage identifying the commercial or industrial complex and individual tenants therein, not exceeding an aggregate sign area of one square foot per four (4) linear feet of arterial street frontage. The calculation for the signage for the complex will be separate from each individual lot within the PUD. The complex signage may not exceed two hundred (200) square feet of signage.~~

2. Downtown Development District:

- a. The "downtown development district" shall be defined as that portion of the central business district bounded by Adams Street on the west, Elm Avenue on the north, the railroad tracks on the east and a line contiguous with the centerline of the east-west alley in block 4, Southside Addition extended east to the railroad tracks and west to closed Adams Street on the south.
- b. The following regulations shall apply to all signs located within the downtown development district:
  - (1) Sign Types Permitted On Buildings:
    - (A) Only wall, hanging and projecting signs, as defined in section [11-13-2](#) of this chapter, shall be allowed to be placed on or attached to any building or other structure in the downtown development district.
    - (B) All wall signs shall be located, as best as is possible, on the structure to complement the overall facade composition.
    - (C) All wall signs shall be mounted so as not to obscure architectural detail. Wall signs shall be limited in size to thirty percent (30%) of the building facade to which the signs are attached.
    - (D) Projecting signs shall be limited to one-half ( $1/2$ ) square foot of sign area per linear foot of the building facade to which it is attached. The maximum sign area permitted for any projecting sign shall not exceed thirty two (32) square feet.
    - (E) No projecting sign shall extend more than four feet (4') from the building facade to which it is attached.
    - (F) All signs shall be aligned as much as possible along the single block to form a unifying pattern.
    - (G) Nothing contained herein shall prohibit the placement of noncommercial handbills or similar printed material temporarily displayed for public information purposes.
    - (H) All signs which are illuminated shall be indirectly lighted, or, if internal light sources are used, only the letters and not the background shall be illuminated; except for those properties which directly abut upon Owen K. Garriott

Road, in which case, internal light sources may illuminate the background.

(I) A-frame signs are allowed within the downtown development district, but shall not be left outdoors except during business hours. These signs may not inhibit the flow of pedestrian traffic throughout the downtown development district or inhibit the flow of vehicular traffic in any way.

~~(J) No balloon or other blow up signs of any type are allowed within the downtown development district.~~

~~(K)~~

(J) Electrical signs shall maintain nine feet (9') of clearance between grade and the bottom edge of any sign which projects, overhangs or is otherwise suspended over a pedestrian walkway. Nonelectrical signs shall maintain seven feet (7') between grade and the bottom edge of any sign which projects, overhangs or is otherwise suspended over a pedestrian walkway.

(2) Flashing Signs: No person, corporation or entity shall place or cause to be placed any sign using flashing, pulsating, blinking, glaring or intermittent lighting in the downtown development district, except signs which display time, temperature and other general advertising information as long as the information is displayed for a minimum of three (3) seconds before changing.

(3) Freestanding Signs:

(A) All freestanding signs are limited to a maximum of twenty feet (20') in height. The sign area shall be limited to one square foot per linear foot of street frontage.

(B) Those properties which directly abut upon Owen K. Garriott Road shall be permitted freestanding signs. Unless otherwise provided in this chapter, freestanding signs shall be limited in size to no more than one square foot of sign area per each linear foot of Owen K. Garriott Road frontage. Such signs shall be limited in height to no more than twenty five feet (25') and may not exceed two hundred (200) square feet in sign area.

- (4) Restoration: A sign equal to or more than fifty percent (50%) damaged or destroyed may be replaced or reconstructed to conform to this title. A sign less than fifty percent (50%) damaged or destroyed may be replaced or reconstructed to its original condition at the option of the owner of the sign, except freestanding signs which overhang or encroach into any right of way or sight triangle.
3. Historic Preservation (HP) District:
  - a. The purpose of the historic preservation district is to designate, preserve, protect, and enhance those structures and districts which reflect outstanding elements of the city's heritage.
  - b. Sign applications shall be reviewed by the applicable historic preservation district commission before a permit issues. Provided however, if the commission fails to act within sixty (60) days, the approval process may be completed without the commission's input. (Ord. 2016-26, 10-18-2016)

#### **11-13-7: SIZE, LOCATION AND OTHER RESTRICTIONS:**

Unless otherwise provided in this chapter, the following regulations apply:

- A. Freestanding Signs: Unless otherwise specified in section 11-13-6 of this chapter and in accordance with subsection 11-13-5G of this chapter, the following standards shall apply to all freestanding signs:
  1. Height: No freestanding sign shall exceed thirty two feet (32') in height.
  2. Clearance: All signs shall provide adequate free clearance so as not to inhibit the orderly flow of pedestrian traffic.
    - a. Electrical signs, which overhang a pedestrian walkway, shall be mounted such that the bottom edge of the sign face is a minimum of nine feet (9') above grade. Nonelectrical signs shall maintain eight feet (8') of clearance.
    - b. No freestanding sign shall be permitted to overhang any easement, right of way, or vehicular drive.
  3. Sign Area: Unless otherwise specified in subsections 11-13-6B and 11-13-5G of this chapter, the sign area for any individual freestanding sign shall be determined as follows:
    - a. The maximum sign area shall be one hundred fifty (150) square feet.

- b. If the lot is a corner lot, it may be permitted two (2) freestanding signs, one along one street and another along the other street.
  - c. Any business with single street frontage shall not be permitted more than one freestanding sign, no matter what the calculated linear frontage of the property may be.
4. Sign Spacing: No sign shall be placed within fifty feet (50') of another sign located at an adjacent business or property.
  5. Changeable Copy Sign: A changeable copy sign may be permitted as an integral part of a freestanding sign.
    - a. Where changeable copy is an integral part of a freestanding sign, the maximum display surface for any such sign shall be thirty two (32) square feet. The display surface shall not be included when computing the total sign area for a property.
    - b. Signs in excess of thirty two (32) square feet of display surface may be permitted when the entire freestanding sign is changeable copy, but all square footage of display surface shall be included when computing the total sign area for a property.
    - c. All signs shall provide adequate free clearance as specified in subsection A2 of this section.
    - ~~d. The sign message must be displayed for a minimum of three (3) seconds and shall not have movement, or the appearance of an optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.~~
  6. Electronic Message Center: An electronic message center or EMC may be permitted as an integral part of a freestanding sign.
    - a. Where an EMC is an integral part of a freestanding sign, the maximum display surface for any such sign shall be thirty two (32) square feet. The display surface shall not be included when computing the total sign area for a property.
    - b. Signs in excess of thirty two (32) square feet of display surface may be permitted when the entire freestanding sign is an EMC, but all square footage of display surface shall be included when computing the total sign area for a property.

c. All signs shall provide adequate free clearance as specified in subsection A2 of this section.

d. The sign message must be displayed for a minimum of three (3) seconds and shall not have movement, or the appearance of an optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.

B. Wall Signs (Awning, Canopy, Identification, Signs Painted On The Wall, Marquee And Module): Unless otherwise specified in subsection 11-13-6B of this chapter and in accordance with subsection 11-13-5G of this chapter, the following standards shall apply to all wall signs:

1. Sign Area: The combined total sign area permitted for wall signs shall not exceed fifty percent (50%) of the building facade to which the signs are attached. The "area of the building facade" is defined as the total square footage of the outside wall to which a sign is attached or painted on.

2. Extension: Wall signs shall not extend beyond the outside perimeter of the building to which they are attached.

a. A wall sign shall be permitted to extend up to eighteen inches (18") over any public right of way, alley, easement or vehicular driveway.

3. Clearance: Electrical signs overhanging pedestrian walkways shall have a minimum clearance of nine feet (9') between grade and the bottom edge of the sign. Nonelectrical signs shall maintain eight feet (8') of clearance.

C. Projecting Signs: Except as provided in subsection 11-13-6B of this chapter and in accordance with subsection 11-13-5G of this chapter, the following regulations shall apply to the dimensions and location of projecting signs:

1. Sign Area: The total sign area permitted for any individual projecting sign shall not exceed one square foot per linear foot of the building facade to which it is attached, not to exceed forty (40) square feet of sign area for any one projecting sign.

2. Number Permitted: Only one projecting sign shall be permitted for any individual building or occupancy.

a. A projecting sign shall not be permitted on any building to which a wall sign is attached.



3. Extension; Clearance: A projecting sign may be permitted to extend up to eight feet (8') from the building to which it is attached. If the building is located on the property line, the sign may be permitted to extend up to eight feet (8') over any public right of way, easement or vehicular driveway, but no closer than two feet (2') from the curb of any public street or other right of way nor more than two feet (2') over any alley.
  - a. An electrical sign, which overhangs a pedestrian walkway, shall have a minimum clearance of nine feet (9') between grade and the bottom edge of the sign. Nonelectrical signs shall maintain eight feet (8') of clearance.

D. Billboards; Off Premises Signs:

1. Regulations; Billboards: The following regulations shall apply to the dimensions and location of billboards:
  - a. Height: The maximum height of any billboard shall not exceed thirty five feet (35').
  - b. Width: The maximum width of any sign shall not exceed fifty feet (50').
  - c. Sign Area: The maximum sign area for any billboard shall not exceed four hundred (400) square feet. The maximum sign area for any individual sign structure permitted in subsection 11-13-6A3, "Industrial Zoning Districts (I-1 - I-3)", of this chapter shall not exceed two hundred (200) square feet.
  - d. Setbacks: No sign shall be located less than twenty five feet (25') from any property line abutting a street.
  - e. Clearance: All signs shall provide adequate free clearance as not to inhibit the orderly flow of pedestrian and vehicular traffic.
    - (1) There shall be maintained a minimum nine foot (9') clearance between the grade and the bottom of the display surface.
    - (2) No signs shall be permitted to overhang any vehicular drive.
  - f. Location: Where permitted by zoning district, billboards shall be located only along state or federal highways within the city, except those signs permitted in subsection 11-13-6A3 of this chapter.
  - g. Number Of Permitted Signs: A maximum of four (4) billboard structures shall be permitted per mile of highway frontage. Each side of the highway shall be considered separately.

- h. Separation: A minimum five hundred foot (500') separation shall be maintained between each sign.
- i. Color: The back of any billboard and any unused face of a billboard must be painted a neutral color. Muted colors are considered whites, browns, blacks, grays and greens.
- j. Digital: Digital billboards should meet the following standards:

(1) the images must display for a minimum of six seconds and the images must change instantaneously with no fade, dissolve or swipe effects;

(2) The sign shall not include any moving parts;

(3) The LED units must adjust to ambient light conditions via a sensor

(4) The illumination of a Digital Off-Premise Sign shall not exceed a brightness level of 0.3 footcandles above ambient light, as measured using a footcandle meter at the following pre-set distances from the base of the sign structure:

300-375 square feet sign face.....150 feet;

376-475 square feet sign face.....200 feet; and

476-672 square feet sign face.....250 feet.

j- k. Prohibited Billboards:

(1) ~~Animated and Moving billboards, including, but not limited to, changeable copy signs, pennants, flags, banners, streamers, propellers, disks and searchlights.~~

(2) Flashing billboards.

(3) Glaring billboards.

(4) Inflatable billboards ~~and objects.~~

(5) Roof billboards.

2. Regulations; Off Premises Signs: The following regulations shall apply to the dimensions and location of off premises signs:

- a. Height: The maximum height of any off premises sign shall not exceed thirty two feet (32').
  - b. Width: The maximum width of any sign shall not exceed ten feet (10').
  - c. Sign Area: The maximum sign area for any individual sign shall not exceed two hundred (200) square feet. The maximum sign area for any individual sign permitted in subsection 11-13-6A3, "Industrial Zoning Districts (I-1 - I-3)", of this chapter and in accordance with subsection 11-13-5G of this chapter shall not exceed one hundred (100) square feet.
  - d. Setbacks: No sign shall be located less than twenty five feet (25') from any property line abutting the street.
  - e. Clearance: All signs shall provide adequate free clearance as not to inhibit the orderly flow of pedestrian and vehicular traffic.
  - f. Number Of Permitted Signs: A business will only be allowed one off premises sign.
3. No New Billboards Or Off Premises Signs: No new billboards or off premises signs shall be erected within the city limits of the city of Enid.
- a. Billboards/off premises signs erected on or before January 6, 2009, shall be considered nonconforming. Nonconforming billboards/off premises signs shall be allowed to remain unless such sign is altered in a manner that increases the degree of nonconformity with the regulations above, is destroyed by calamity, or is abandoned for a period of more than two (2) years.

E. Window Signs:

1. Window signs are not required to be permitted through the code office.
  - a. Window signs shall also include neon open signs, hours of operation, open and closed signs, and other signs of that nature that are hung in the windows. Said signs may not flash, pulsate or cause glare, and if the sign is lighted, must remain lit for at least five (5) seconds.

F. Wind Resistant Or "Swinger" Signs:

1. Wind resistant or "swinger" signs must be permitted through the code official, but will be at no cost to the business owner. The following regulations shall apply to the dimensions and location of wind resistant or "swinger" signs:

- a. Such signs shall not exceed twenty (20) square feet in sign area and shall be limited to one sign per one hundred (100) linear feet of street frontage.

G. Temporary Signs:

1. Regulations: The following regulations shall apply to the locations of temporary signs which require a permit:

- a. Events:

- (1) Any event sign, banner, streamer, portable sign or other posted notification must receive a sign permit from the code official before the posting of any such. ~~sign, banner, streamer or other notification.~~
- (2) Event sign permits may only be granted one per quarter and/or four (4) per year. The permit shall be at no cost to the owner.
- (3) Event streetlight banners shall not be allowed except as specifically provided herein.
- (4) Event streetlight banners on U.S. Highway 412 and U.S. Highway 81. The purpose of these event streetlight banners is to promote and inform the community and public of an upcoming annual event or celebration.
  - (A) A maximum of sixteen (16) streetlight banners shall be permitted on each side of the highway per mile section. If more than one person or organization desires to display streetlight banners, approval shall be on a first come, first served basis.
  - (B) Event streetlight banners shall not exceed sixteen (16) square feet in area, with a maximum of two (2) banners per light pole.
  - (C) Event streetlight banners shall be displayed no earlier than fourteen (14) days prior to the event and shall be removed within fourteen (14) days following the event.
  - (D) Event streetlight banners shall be secured to the streetlight poles in a manner that is approved by the utility pole owner and shall resist an eighty (80) mile per hour wind load. The bottom of the banner shall be at least nine feet (9') above grade. No banner shall be installed in a manner that

interferes with traffic control, sight distances, or the public's use and operation of the public right of way.

- (E) Approved materials for event streetlight banners include vinyl or other commonly used streetlight banner fabrics.
- (5) Event streetlight banners in the downtown development district. The purpose of these event streetlight banners is to promote and inform the community of an upcoming annual event or celebration which will occur in the downtown development district.
- (A) Event streetlight banners proposed in the downtown development district shall be reviewed by Main Street Enid, Inc. If more than one person or organization desires to display streetlight banners, approval shall be on a first come, first served basis from those who have already received approval from Main Street Enid, Inc.
  - (B) Event streetlight banners shall be secured to the streetlight poles in a manner that is approved by the utility pole owner and shall resist an eighty (80) mile per hour wind load. The bottom of the banner shall be at least seven feet (7') above grade. No banner shall be installed in a manner that interferes with traffic control, sight distances, or the public's use and operation of the public right of way.
  - (C) Event streetlight banners shall be displayed no earlier than fourteen (14) days prior to the event and shall be removed within fourteen (14) days following the event.

b. Other Event Signs And Banners:

- (1) ~~All such signs and banners shall be placed on private property only.~~ No sign or banner shall be placed or displayed within the public right of way or easement. ~~or on publicly owned land.~~
- (2) No sign or banner shall be placed so as to impair a sight triangle, the visibility of intersections of streets, driveways and alleys.
- (3) Maximum square footage:
  - (A) If the building's frontage is fifty (50) linear feet or less, twenty (20) square feet of event signage is allowed. Additionally, one feather flag will also be allowed.

- (B) If the building's frontage is between fifty one (51) and one hundred (100) linear feet, thirty (30) square feet of event signage is allowed. Additionally, two (2) feather flags will also be allowed.
- (C) If the building's frontage is between one hundred one (101) and two hundred (200) linear feet, forty (40) square feet of event signage is allowed. Additionally, three (3) feather flags will also be allowed.
- (D) If the building's frontage is two hundred one (201) linear feet or more, fifty (50) square feet of event signage is allowed. Additionally, four (4) feather flags will be allowed.

2. Temporary Signs Exempt From Permitting: Temporary signs that do not need a permit ~~exempt from permitting~~ include real estate sale and open house signs; signs advertising the sale of personal property, such as garage, yard and estate sales; holiday themed signage which is both noncommercial and has no logo; and political signs.

- a. Holiday Themed Signage: Temporary signs of any style with a holiday theme, but without a commercial theme or logo, shall be considered temporary signage, but will be allowed without a permit during the applicable holiday for a maximum period of thirty (30) days. All other regulations governing temporary signs which do not directly conflict with the regulation in this subsection shall be applicable to holiday themed signage.
- b. Feather Flags: Because of the unique shape of feather flags, the maximum size and number of signs allowed shall differ from other temporary signs which do not require a permit. All other regulations governing temporary signs which do not directly conflict with the regulation in this subsection shall be applicable to feather flags.
  - (1) Feather flags shall not exceed eight feet (8') in height and twenty seven inches (27") in width.
  - (2) The number of feather flags allowed per property shall be as provided in subsection G1b(3) of this section.
- c. Political Signs: Because of the unique nature of election seasons, the maximum time political signs may be displayed shall differ from other temporary signs which do not require a permit. All other regulations

governing temporary signs which do not directly conflict with the regulation in this subsection shall be applicable to political signs.

- (1) Political signs may be placed beginning on the date upon which a candidate files for election.
  - (2) Political signs must be removed within thirty (30) days after the applicable election or, in the case of a runoff election, within thirty (30) days after an individual is elected to office.
  - (3) Political signs may not be placed within three hundred feet (300') of a polling station on election day. Any such signs placed prior to the election day must be removed at least twenty four (24) hours prior to the election day.
- d. Trees, Utility Poles Or Other Signs: No temporary sign shall be affixed to trees, utility poles or any other sign.
  - e. Sight Triangle: No temporary sign shall be placed so as to impair the sight triangle, the visibility of intersections of streets, driveways and alleys.
  - f. ~~Private Property Only: All such signs shall be placed on private property only.~~ No temporary sign shall be placed or displayed within the public right of way, on a public or utility easement, ~~or on publicly owned land.~~
  - g. Maximum Number: The maximum number of temporary signs per property shall be one sign per frontage road or one sign per six hundred (600) linear feet, whichever is greater.
  - h. Maximum Size: Except as otherwise specifically provided herein, the maximum size of temporary signs exempt from permitting shall be eight (8) square feet in residential zones and thirty two (32) square feet in all other zones.
  - i. Allowed Time Of Placement And Removal: Except as specifically provided herein, temporary signs may be placed twenty four (24) hours prior to the commencement of the purpose for the sign and must be removed twenty four (24) hours after the purpose for the sign has concluded.

H. ~~Automatic or Changing Sign~~ Electronic Message Center:

1. Electronic Message Center signs are not permitted except as provided herein. The information displayed must be displayed for a minimum of

three (3) seconds before changing and the sign shall not pulsate, flash, blink or cause a glare.

2. Signs shall not be motion/animated.
3. Electronic Message Center signs shall contain static messages only and shall not have movement, or the appearance of optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.
4. Electronic Message Center signs shall comply not exceed the following standards: the nit standard (five thousand (5,000) nits from sunrise to sunset and shall not exceed one thousand (1,000) nits from sunset to sunrise) or the foot-candle standard (shall not exceed a brightness level of 0.3 foot-candles above ambient light, as measured using a foot-candle meter at the following pre-set distances from the base of the sign structure :300-375 square feet sign face.....150 feet; 376-475 square feet sign face.....200 feet; and 476-672 square feet sign face.....250 feet.

(Ord. 2016-14, 6-7-2016)

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

Section IV: 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 V: 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 VI: Codification. This ordinance shall be codified as Title 11, Chapter 13, Sections 11-13-1 through 11-13-3; and 11-13- 5 through 11-13-7 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 March, 2019.



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**

**6.3.**

**Meeting Date:** 03/05/2019

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**HOLD PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 “ZONING”, CHAPTER 2 “ADMINISTRATION AND ENFORCEMENT”, SECTION 11-2-2 “NOTICE OF CHANGES IN ZONING DISTRICT BOUNDARIES” TO CLARIFY PROCEDURES; AND AMENDING TITLE 12 “SUBDIVISIONS”, CHAPTER 1 “GENERAL AND ADMINISTRATIVE PROVISIONS”, SECTION 12-1-8 “VARIANCES”, TO PROVIDE VARIANCES MUST BE APPROVED BY THE PLANNING COMMISSION BY A MAJORITY VOTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

This is a companion item to item 6.4.

This ordinance was reviewed at the December 4, 2018 Study Session. Additionally, a public hearing was held by the Metropolitan Area Planning Commission on February 25, 2019, and was recommended for passage. If adopted, the ordinance provides the City Clerk flexibility in setting public hearings on proposed re-zoning to meet notice requirements and scheduling for matters that require public hearings by the MAPC and the City Council. It also provides that the MAPC may approve variances from the subdivision regulations found in Title 12 of the Enid Municipal Code by a simple majority of those members present at the meeting.

**RECOMMENDATION:**

Hold public hearing.

**PRESENTER:**

Carol Lahman, City Attorney.

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**City Commission Meeting**

**6.4.**

**Meeting Date:** 03/05/2019

**Submitted By:** Korina Crawford, Executive Assistant

---

**SUBJECT:**

**CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 “ZONING”, CHAPTER 2 “ADMINISTRATION AND ENFORCEMENT”, SECTION 11-2-2 “NOTICE OF CHANGES IN ZONING DISTRICT BOUNDARIES”, TO CLARIFY PROCEDURES; AND AMENDING TITLE 12 “SUBDIVISIONS”, CHAPTER 1 “GENERAL AND ADMINISTRATIVE PROVISIONS”, SECTION 12-1-8 “VARIANCES”, TO PROVIDE VARIANCES MUST BE APPROVED BY THE PLANNING COMMISSION BY A MAJORITY VOTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

This is a companion item to item 6.3.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

City Attorney, Carol Lahman.

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**Attachments**

Zoning Procedures

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**ORDINANCE NO. 2019-**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 “ZONING”, CHAPTER 2 “ADMINISTRATION AND ENFORCEMENT”, SECTION 11-2-2 “NOTICE OF CHANGES IN ZONING DISTRICT BOUNDARIES” TO CLARIFY PROCEDURES; AND AMENDING TITLE 12 “SUBDIVISIONS”, CHAPTER 1 “GENERAL AND ADMINISTRATIVE PROVISIONS”, SECTION 12-1-8 “VARIANCES”, TO PROVIDE VARIANCES MUST BE APPROVED BY THE PLANNING COMMISSION BY A MAJORITY VOTE; 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 11, Chapter 2, Section 2-6C-1 of the Enid Municipal Code, 2014 is hereby amended to read as follows:

11-2-2: NOTICE OF CHANGES IN ZONING DISTRICT BOUNDARIES:

A. Notice Of Hearing Required; Publication: Whenever the metropolitan area planning commission of Enid and Garfield County, or any other planning commission acting as the planning commission for the city, files with the city clerk a recommended change in the boundaries of any zoning district, the city clerk is hereby authorized and directed to, without further action by the mayor and board of commissioners, cause to be published a notice of hearing before the mayor and board of commissioners, on said proposed change, and which notice shall be published in the official paper of the city for a period of at least fifteen (15) days prior to said hearing.

B. Time Of Hearing; Contents Of Notice: The city clerk shall fix the time of said hearing and publish notice of the hearing in the newspaper. ~~as the first regular meeting date of the mayor and board of commissioners at which said hearing can be had after the required number of days of publication, and which~~ The notice shall contain a description of the property to be considered for rezoning and the present district in which the property is located and the district to which the proposed change is to be made. (Ord. 80-29, 12-16-1980 as amended)

Section II: That Title 12, Chapter 1, Section 12-1-8 of the Enid Municipal Code, 2014 is hereby amended to read as follows:

12-1-8: VARIANCES:

A. Variances; Findings: The planning commission may recommend a variance from this title when, in its opinion, undue hardship may 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 hereinbelow, the planning commission shall take into account the nature of proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed 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 majority ~~three-fourths (3/4)~~ vote of the ~~regular membership~~ of the planning commission.

B. Planned Unit Development (PUD); Findings: The planning commission may recommend a variance from this title in case of a plan for a planned unit development (PUD), which, in the judgment of the planning commission, provides adequate public space and includes provisions for efficient circulation, light and air and other needs. In making its findings, as required below, the planning commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. The planning commission shall find that:

1. The proposed project will constitute a desirable and stable community development; and
2. The proposed project will be in harmony with adjacent areas.

C. Application Requirements:

1. Generally: Application for any such variance shall be submitted in writing by the subdivider at the time when the preliminary plat is filed for the consideration of the planning commission. The petition shall state fully the grounds for the application and all the facts relied upon by the petitioner.

2. Planned Unit Development: Application for any such variance shall be made in writing by the subdivider at the time when the preliminary plat is filed for the consideration of the planning commission, stating fully and clearly all facts relied upon by the petitioner and shall be supplemented with maps, plans or other additional data which may aid the planning commission in the analysis of the proposed project. The plans for such development shall include such

covenants, restrictions or other legal provisions necessary to guarantee the full achievement of the plan.

3. Patio Homes, Townhouses And/Or All Housing: Land zoned or proposed to be zoned for patio homes, townhouses and/or other all housing shall be platted to comply with city zoning regulations.

4. Mobile Home Parks And Mobile Home Neighborhoods: Plats for subdivisions intended for mobile home parks or mobile home neighborhoods shall comply with the requirements of title 9, chapter 12 of this code, and in case of conflict between said chapter 12 and this title, said title 9, chapter 12 of this code shall control. (Ord. 98-25, 9-1-1998)

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

Section IV: 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 V: 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 VI: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-2 and Title 12, Chapter 1, Section 12-1-8 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 March, 2019.

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST

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Alissa Lack, City Clerk

Approved as to Form and Legality:

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Carol Lahman, City Attorney

**City Commission Meeting**

7.1.

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FOR THE ENID PUBLIC SCHOOLS/NORTHWEST OKLAHOMA STATE UNIVERSITY (EPS/NWOSU) EARLY CHILDHOOD LEARNING CENTER, TO BE LOCATED AT 2929 EAST RANDOLPH AVENUE.**

**BACKGROUND:**

The City of Enid has received a variance request from Enid Public Schools to not require the school to construct sidewalks at the proposed site for the new 6,576 square foot building for the EPS/NWOSU Early Childhood Learning Center. The referenced property is located at 2929 East Randolph Avenue, a part of Tract One (1), University Park Addition to the City of Enid in the SE/4 9-22-6. The property is zoned Special Use (SU) and Commercial (C-3), and Northwestern Oklahoma State University (NWOSU) is currently at this location.

Enid Public Schools considers the requirement for sidewalks to be an undue hardship because the EPS/NWOSU Early Childhood Learning Center will be built on a small piece of property leased by Enid Public Schools from NWOSU on their campus and will not abut what they consider a major road.

Enid Municipal Code Section 10-6-1 B, requires the construction of sidewalks that parallel all abutting streets when redeveloping or constructing infill development on property used as or zoned as commercial.

The Metropolitan Area Planning Commission heard the variance request at their meeting of February 25, 2019, and have recommended approval of the request.

**RECOMMENDATION:**

Consider request for sidewalk variance.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**Attachments**

Petition

Application

Location

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*Michael Shuck*  
DIRECTOR OF FACILITY CONSTRUCTION

January 18, 2019

Chris Bauer, Planning Administrator  
City of Enid  
401 West Garriott  
Enid, OK 73702

RE: EPS/NWOSU Early Childhood Learning Center  
2929 East Randolph

Chris,

Enid Public Schools hereby petitions the Metropolitan Area Planning Commission, Mayor, and Board of Commissioners for a variance to the sidewalk ordinance. Strict compliance with the sidewalk ordinance will result in an undue hardship to Enid Public Schools for the construction of the EPS/NWOSU Early Childhood Learning Center. A typical homeowner is required by this ordinance to add sidewalk that is a little wider than the front of their home. A typical retailer like Walmart or McDonalds on a corner lot would be required to provide about 4 or 5 times the width of their building. Enid Public Schools is being required to provide sidewalk equal to 28 times the width of our new early childhood learning center. By adding a classroom building to a college campus there is no substantial change to the land use and the pedestrian traffic patterns will remain unchanged. Other factors that support our variance are as follows:

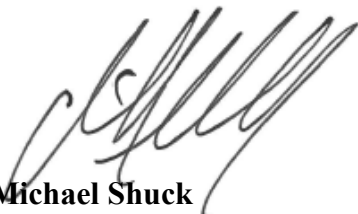
1. The EPS/NWOSU Early Childhood Learning Center has special circumstances that affect the application of this ordinance. The project will be built on a small piece of property leased by EPS from NWOSU on their campus. Our property will not abut any major road so the ordinance is requiring us to improve property that we do not own or control. To do the work EPS would have to take control of part of NWOSU's property because taxpayer money cannot be spent on property EPS do not control. This would limit or deny NWOSU the reasonable use of some of their property.
2. The requirement would deny NWOSU a substantial property right by creating a significant hurdle to any type of small addition or specialized partnership like this. NWOSU would not be able to look at small unique partnerships but only ones with the ability to make significantly larger investments. A group like ours would have to be willing to spend over 15% of their budget on sidewalks.

*Excellence.  
Pride. Success.*

517 N. Independence, Enid, OK 73701 | Phone 580.366.7150  
[www.enidpublicschools.org](http://www.enidpublicschools.org) | [mkshuck@enidk12.org](mailto:mkshuck@enidk12.org)

3. Granting this variance will not be detrimental to the public or other properties because there is already a comprehensive sidewalk system constructed by NWOSU. NWOSU has created a pedestrian-friendly campus that includes a continuous sidewalk around their building, sidewalks along all of the parking lots, a plaza with seating and a sidewalk that connects to Northern Oklahoma College's campus sidewalk system. The NWOSU and NOC campus sidewalk systems include benches, trashcans, lighting, and other features to encourage people to walk safely through their campuses.

Thanks for your consideration,



**Michael Shuck**  
Director of Facilities Construction



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

## PUBLIC INFRASTRUCUTRE SIDEWALK VARIANCE PETITION

Fee: None

Street Address: 2929 E. RANDOLPH Current Zoning District: SU/C3

Your Sidewalk Variance Petition will be forwarded to the Engineering Department for presentation to MAPC and City Commission. Your contact person is Chris Gdanski at 580-616-7234 or [cgdanski@enid.org](mailto:cgdanski@enid.org).

Variance Section: 10-6-1; B,1  
Contact Chris Stein for variance section at 580-616-7279 or [cstein@enid.org](mailto:cstein@enid.org)

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

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 18<sup>TH</sup> day of JANUARY, 2019.

Applicant's signature: 

Telephone: \_\_\_\_\_

Printed Name: MICHAEL SHUCK

Email: MKSHUCK@ENIDK12.ORG

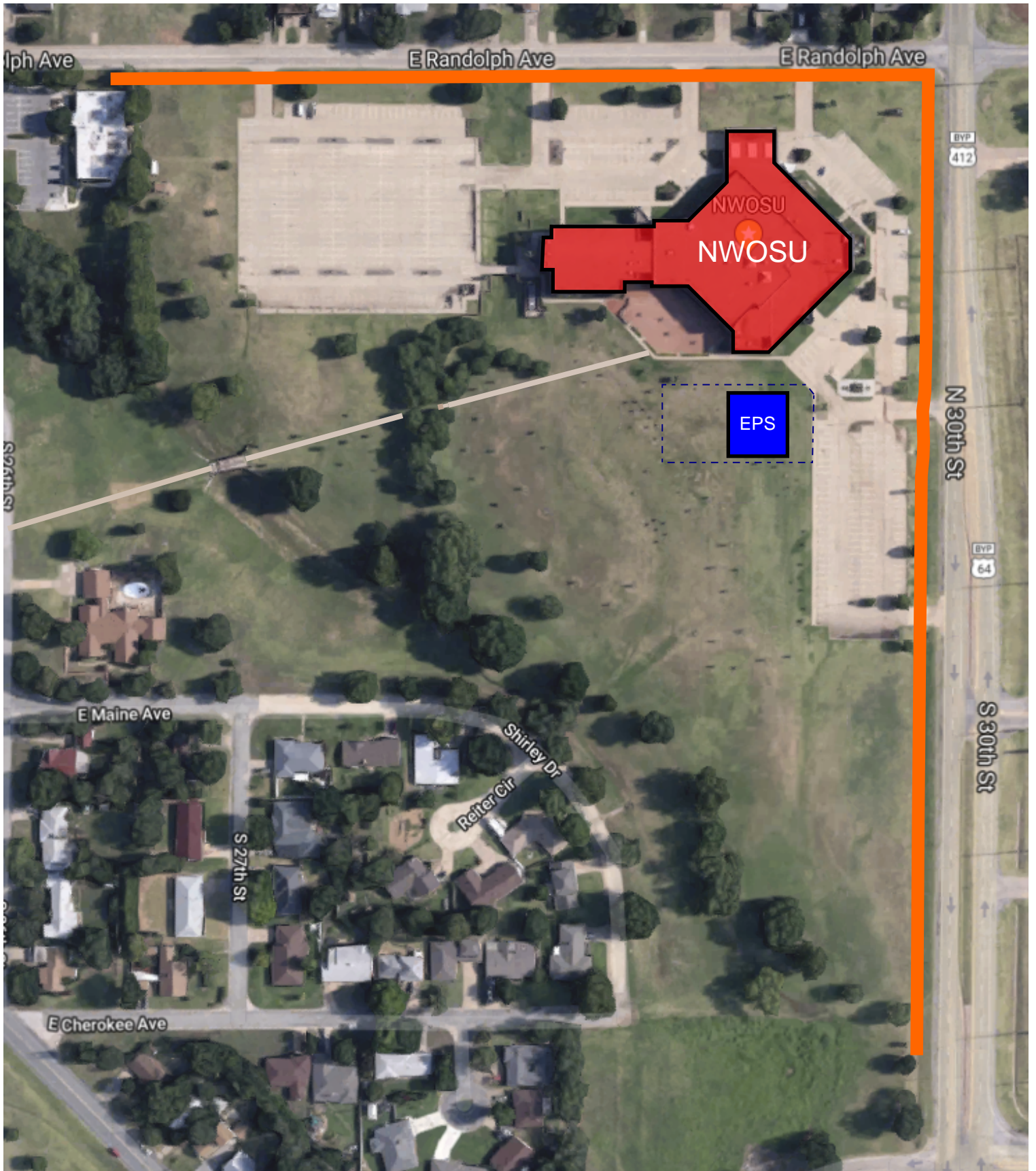
Address: 517 N INDEPENDENCE ENID, OK 73701

Date of Hearing set for the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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lph Ave

E Randolph Ave

E Randolph Ave

BYP 412

NWOSU

NWOSU

EPS

N 30th St

BYP 64

S 30th St

S 26th St

E Maine Ave

Shirley Dr

Reiter Cir

S 27th St

E Cherokee Ave

**City Commission Meeting**

7.2.

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FOR CLUB 30, LOCATED AT 901 NORTH 30TH STREET.**

**BACKGROUND:**

The City of Enid has received a variance request from Brandon Grantz, contractor. The referenced property is located at 901 North 30th Street, Unplatted Real Estate TR #623 in S/2 SW/4 3-22-6. The property is zoned Commercial (C-3), and Club 30 plans to construct an 80 square foot addition to the existing building.

Reasons for requesting the variance include the absence of sidewalks in the area, the cost of the sidewalks in relation to the cost of the addition and the fact that the existing parking lot is gravel.

Enid Municipal Code 10-6-1 B requires the construction of sidewalks that parallel abutting streets for additions on property used or zoned commercial.

The Metropolitan Planning Commission heard the variance request at their meeting of February 25, 2019, and has recommended approval of the request.

**RECOMMENDATION:**

Consider request for sidewalk variance.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**Attachments**

Petition

Location Map

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City of Enid Engineering Department  
Robert Hitt, P.E., City Engineer  
rhitt@enid.org; 580-616-7231  
P.O. Box 1768  
Enid, OK 73702

VARIANCE PETITION FOR SIDEWALK

I, or We, hereby petition the Mayor and Board of Commissioners for a variance to the following provision of the City of Enid Ordinance, Section 10-6-1: Sidewalks Required

Location: 901 N. 30<sup>th</sup> st (street address):

Legal description: unplatted Realestate tr# 623 S/2 ~~SW/4~~  
SW/4 3-22-6

Current zoning of property: C-3

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

NO side walks in the area at all, gravel in sidewalk  
Parking lot and it would cost \$30,000.00 to  
Build a 80sqft. Room Addition.

Dated this 12 day of December, 2018

Applicant's signature: Brandon Grantz

Telephone: (580) 603-2083

Printed name: Brandon Grantz

Email: bgrantz83@hotmail.com

Address: P.O. 191 Garber, Ok 73738 224w. Cherokee Garber, ok

Office Use Only MAPC 28<sup>th</sup> day of January, 2019  
Date of Commission Meeting: 5<sup>th</sup> day of February, 2019

Note: Brandon Grantz is contractor. -GAD



# Location Map – 901 N. 30<sup>th</sup> Street





**City Commission Meeting**

**7.3.**

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FOR SWADLEY'S BBQ, LOCATED AT 4722 WEST OWEN K. GARRIOTT ROAD.**

**BACKGROUND:**

The City of Enid has received a variance request from Curt Breuklander of Swadley's BBQ the referenced property is located at 4722 West Owen K. Garriott Road, Lot 31, Block 1, subdivision of the SW/4 of 10-22-7. The property is zoned Commercial (C-3) and Swadley's plans on constructing a 110 square foot addition.

Swadley's reason for requesting the variance is that the property will continue to be used as a restruraunt and its proposed addition will add 110 square feet.

Enid Municipal Code 10-6-1 B requires the construction of sidewalks that parallel abutting streets for additions on property used or zoned commercial.

The Metropolitan Area Planning Commission heard the request at their meeting of February 25, 2019. However, the required 3/4 supporting vote was not reached for the item to be forwarded with their support, the vote was 8 supporting and 1 opposing.

**RECOMMENDATION:**

Consider sidewalk variance request.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

---

**Attachments**

Petition

Location Map

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City of Enid Engineering Department  
Robert Hitt, P.E., City Engineer  
[rhitt@enid.org](mailto:rhitt@enid.org); 580-616-7231  
P.O. Box 1768  
Enid, OK 73702

**VARIANCE PETITION FOR SIDEWALK**

I, or We, hereby petition the Mayor and Board of Commissioners for a variance to the following provision of the City of Enid Ordinance, Section 10-6-1: Sidewalks Required

Location: \_\_\_\_\_ (street address):

Legal description: \_\_\_\_\_

Current zoning of property: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Applicant's signature: Robert Hitt

Telephone: \_\_\_\_\_

Printed name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Office Use Only Date of Commission Meeting: _____ day of _____, _____
--

Variance cont:

c) Allowing the exception does not give any special privilege because the ordinance does not consider the use or size of additions to buildings. The ordinance simply states additions require sidewalks. Our additions are confined to compliance with codes and adding a drive thru window service. The additional space is minimal and does not convey any special privilege.

d) The “trigger” for the requirement of adding the sidewalk is because there is an addition to the existing building. The addition to the building is very minimal. Deleting the requirement for the sidewalk is the minimum exception.

e) Granting the variance does not affect the general intent and purpose of the code, because of the minimal amount of square footage being added (110 sq. ft.). Granting this is not detrimental to the health, safety, and general welfare and is in keeping with the intent and purpose of the code. This simply leaves all conditions the same and allows compliance with the ADA requirements and allows a drive thru window to be added.

4722 W. Owen K Garriott Dr.



**City Commission Meeting**

7.4.

**Meeting Date:** 03/05/2019

**Submitted By:** Korina Crawford, Executive Assistant

---

**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 2 “FINANCE AND TAXATION”, CHAPTER 1 “CITY FINANCES”, SECTION 2-1-6 “FIRE DEPARTMENT ENTERPRISE FUND”, AND SECTION 2-1-7 “POLICE DEPARTMENT ENTERPRISE FUND”, TO CLARIFY FUNDING AND RENAME THE FUNDS TO GOVERNMENTAL FUNDS, RATHER THAN ENTERPRISE; AND PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

This ordinance was reviewed at the February 21, 2019 Study Session. The ordinance reflects the current funding of the Police and Fire Departments and is consistent with the passage of the Public Safety Tax in 2001. If adopted, the ordinance allows the retention of monies and interest for both capital expenditures and future operations over successive fiscal years to facilitate long-term planning and provide consistent funding that is not dependent on short-term economic conditions.

The Public Safety Sales Tax requires a minimum of 30% of the Public Safety Sales Tax revenues be reserved for capital expenditures. This ordinance is consistent with the capital expenditure requirement.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Attachments**

Government Funding Ordinance

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**ORDINANCE NO. 2019-**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 2 “FINANCE AND TAXATION”, CHAPTER 1 “CITY FINANCES”, SECTION 2-1-6 “FIRE DEPARTMENT ENTERPRISE FUND” AND SECTION 2-1-7 “POLICE DEPARTMENT ENTERPRISE FUND” TO CLARIFY FUNDING AND RENAME THE FUNDS TO GOVERNMENTAL FUNDS RATHER THAN ENTERPRISE; AND 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 2, Chapter 1, Sections 2-1-6 and 2-1-7 of the Enid Municipal Code, 2014 are hereby amended to read as follows:

2-1-6: FIRE DEPARTMENT ~~ENTERPRISE~~ GOVERNMENTAL FUND:

A. Established: This fund was established in conjunction with the passage of the public safety sales tax in 2001, ~~a fire department enterprise fund was established~~ to allow the retention of monies and interest for both capital expenditures and future operations over successive fiscal years to facilitate the long term planning for the fire department and provide consistent funding that is not as dependent on short term economic conditions.

B. Funding: ~~The department is funded by half of the public safety sales tax and by seventeen percent (17%) of the net general fund revenues. "Net general fund revenues" are defined for this purpose as all general fund income except specific purpose taxes under chapter 5 of this title, stormwater fees, sewer improvement capital fees, grant monies, juvenile court fees, and cable franchise fees. The fire department governmental fund receives one-half of the public safety sales tax. A minimum of thirty percent (30%) annually of the fire department public safety sales tax revenues are reserved and designated for capital expenditures. All operational costs, including personnel services, contractual services, maintenance and operations, are provided by the current public safety sales tax revenues and additional general fund revenues as required for the efficient operation of the department subject to the annual budgetary review and approval process. Capital expenditure is defined for the purpose of this ordinance as an expenditure of ten thousand dollars (\$10,000.00) or more for equipment (durable in nature), vehicles, buildings or land. Architectural or engineering services related to a capital project are considered a capital expenditure.~~

C. Expenditures:

1. ~~Services provided by the city work force are provided free of charge and include, but are not limited to, work done by the public service departments, fleet management, building maintenance, finance, accounting, administration, human resources, and legal services.~~

~~2. City owned utilities (water, sewer and trash) are provided free of charge, but utilities such as electricity, natural gas are paid out of the enterprise fund as is fuel for the department's vehicles.~~

~~3. Expenses related to workers' compensation claims are paid out of the enterprise funds unless levied pursuant to section 2-3-2 of this title.~~

~~4. Expenses related to labor negotiations, arbitrations, workers' compensation defense and representation before the civil service commission are provided free of charge.~~

~~5. Thirty percent (30%) of the public safety sales tax revenue is restricted to capital expenditures. A "capital expenditure" is defined for this purpose as an expenditure of ten thousand dollars (\$10,000.00) or more for equipment (durable in nature), vehicles, buildings or land. Architectural or engineering services related to a capital project are considered a capital expenditure.~~

#### 2-1-7: POLICE DEPARTMENT ENTERPRISE GOVERNMENTAL FUND:

A. Established: This fund was established in conjunction with the passage of the public safety sales tax in 2001, ~~a police department enterprise fund was established~~ to allow the retention of monies and interest for both capital expenditures and future operations over successive fiscal years to facilitate the long term planning for the police department and provide consistent funding that is not as dependent on short term economic conditions.

B. Funding: ~~The department is funded by half of the public safety sales tax and by twenty percent (20%) of the net general fund revenues. "Net general fund revenues" are defined for this purpose as all general fund income except specific purpose taxes under chapter 5 of this title, stormwater fees, sewer improvement capital fees, grant monies, juvenile court fees, and cable franchise fees. The police department governmental fund receives one-half of the public safety sales tax. A minimum of thirty percent (30%) annually of the police department public safety sales tax revenues are reserved and designated for capital expenditures. All operational costs, including personnel services, contractual services, maintenance and operations, are provided by the current public safety sales tax revenues and additional general fund revenues as required for the efficient operation of the department subject to the annual budgetary review and approval process. Capital expenditure is defined for the purpose of this ordinance as an expenditure of ten thousand dollars (\$10,000.00) or more for equipment (durable in nature), vehicles, buildings or land. Architectural or engineering services related to a capital project are considered a capital expenditure.~~

#### C. Expenditures:

~~1. Services provided by the city work force are provided free of charge and include, but are not limited to, work done by the public service departments, fleet management, building maintenance, finance, accounting, administration, human resources, and legal services.~~

~~2. City owned utilities (water, sewer and trash) are provided free of charge, but utilities such as electricity, natural gas are paid out of the enterprise fund as is fuel for the department's vehicles.~~

~~3. Expenses related to workers' compensation claims are paid out of the enterprise funds unless levied pursuant to section 2-3-2 of this title.~~

~~4. Expenses related to labor negotiations, arbitrations, workers' compensation defense and representation before the civil service commission are provided free of charge.~~

~~5. Thirty percent (30%) of the public safety sales tax revenue is restricted to capital expenditures. A "capital expenditure" is defined for this purpose as an expenditure of ten thousand dollars (\$10,000.00) or more for equipment (durable in nature), vehicles, buildings or land. Architectural or engineering services related to a capital project are considered a capital expenditure. (Ord. 2009-06, 2-3-2009, eff. 7-1-2009)~~

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

Section IV: 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 V: 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 VI: Codification. This ordinance shall be codified as Title 2, Chapter 1, Sections 2-1-6 and 2-1-7 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 \_\_\_\_\_, 2019.

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST

\_\_\_\_\_



Alissa Lack, City Clerk

Approved as to Form and Legality:

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Carol Lahman, City Attorney

**City Commission Meeting**

8.1.

**Meeting Date:** 03/05/2019

**Submitted By:** William Gill, Asst City Attorney

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**SUBJECT:**

**APPROVE CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND ENID METROPOLITAN AREA HUMAN SERVICES COMMISSION INC., D/B/A HUMAN SERVICES ALLIANCE OF GREATER ENID, IN THE AMOUNT OF \$7,000.**

**BACKGROUND:**

This is the yearly contract that provides funding for the Enid Metropolitan Area Human Services Commission. This Commission coordinates and provides needed community services for Enid residents. Stephanie Carr, CDBG Coordinator, serves on this Commission as the City of Enid's representative.

**RECOMMENDATION:**

Approve contract.

**PRESENTER:**

Carol Lahman, City Attorney

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**Attachments**

Contract

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**CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND  
ENID METROPOLITAN AREA HUMAN SERVICE COMMISSION, INC. D/B/A  
HUMAN SERVICES ALLIANCE OF GREATER ENID**

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and the Enid Metropolitan Area Human Services Commission, Inc. d/b/a Human Services Alliance of Greater Enid, an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Contractor has coordinated and provided community services within the City of Enid for over twenty (20) years; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that the Contractor serves a proper public purpose, and;

**WHEREAS**, Contractor desires to continue to provide public services to the residents of the City of Enid; and,

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Engagement of Contractor. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Contractor to coordinate and/or provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. The Commission shall designate a plan to evaluate and implement the programs to serve the needs of the residents and citizens of the City of Enid, as set out in their proposal, and report same to the City.
  - b. The Commission will specifically obtain professional and volunteer personnel who will collect, analyze, and maintain specific information and data regarding existing human and social service programs in the City and throughout the Garfield County service area; collect data and information regarding human and social service needs in said area; prepare a specific proposal for programs and services to meet community needs, including research into external funding sources, grants, and programs and solutions utilized in other geographic areas; providing staff, secretarial and bookkeeping support services, and assisting in the

administration and monitoring of specific programs implemented by the Commission.

3. Term. This contract shall be effective from the 1st day of July, 2018, through the 30th day of June, 2019.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of Seven Thousand Dollars (\$7,000.00) to provide public services as described in Paragraph 2.
5. Payment to Contractor. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
6. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Contractor under this contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
7. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
8. Compliance with Laws. Contractor shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
9. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
10. Termination, Remedies Upon Default.



14. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
15. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
16. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
17. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
18. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
19. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
20. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
21. Identity Theft Prevention. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the

guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.

22. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
23. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
24. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
25. Bargaining. The Lessor and the Lessee have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

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

"CITY"  
The City of Enid, Oklahoma,  
an Oklahoma Municipal Corporation

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Carol Lahman, City Attorney

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

"CONTRACTOR"  
Enid Metropolitan Area Human Services  
Commission, Inc. d/b/a Human Services  
Alliance of Greater Enid,  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Chairperson Signature

\_\_\_\_\_  
Printed Name

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title



**City Commission Meeting**

8.2.

**Meeting Date:** 03/05/2019

**Submitted By:** Kelley Munkres, Administrative Assistant

**SUBJECT:**

**CONSIDER APPROVAL OF PURCHASE OF PLAYGROUND EQUIPMENT FOR LIONS PARK AND HOOVER PARK, FROM CHILD'S PLAY, INC., DALLAS, TEXAS, AS AUTHORIZED BY THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) INTERLOCAL COOPERATIVE PURCHASING AGREEMENT, IN THE AMOUNT OF \$52,230.11; AND AUTHORIZE MAYOR TO EXECUTE PURCHASE DOCUMENTS.**

**BACKGROUND:**

The playground equipment at Lions Park and Hoover Park need to be replaced. By utilizing the HGAC Cooperative Purchasing Agreement, the City of Enid is authorized to waive the competitive bidding process. The cost of equipment and installation, as provided in HGAC Contract #PR11-18, is as follows:

Lions Park playground equipment	\$24,584.61
Hoover Park playground equipment	\$23,945.50
Lions Park supervised install	\$1,850.00
Hoover Park supervised install	\$1,850.00
Total:	\$52,230.11

Staff considers the equipment from Child's Play Inc., a good fit for the parks at a competitive price.

**RECOMMENDATION:**

Execute contract to Child's Play, Inc., in the amount of \$52,230.11.

**PRESENTER:**

Everett Glenn, Public Works Director

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$52,230.11  
**Funding Source:**  
40-405-9252

**Attachments**

- Lions Park Proposal
- Lions Park Supervised Install Quote
- Hoover Park Proposal
- Hoover Park Supervised Install Quote
- HGAC Buying Contract



# City of Enid Oklahoma Parks & Recreation

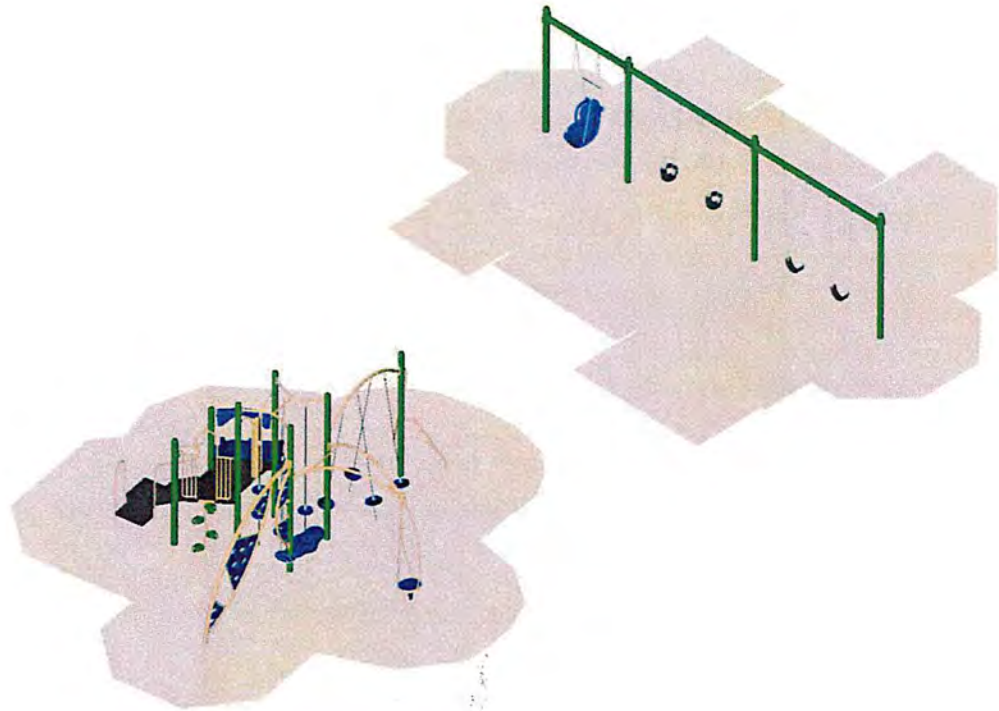
## Hoover and **Lions Park**

Proposal # **36-114138-2**

December 12, 2018

Presented by

Child's Play, Inc.



# Burke®



December 12, 2018

Cory Bukker  
City of Enid Oklahoma Parks & Recreation  
1110 West Spruce Ave  
Enid, OK 73703

Dear Cory Bukker:

Child's Play, Inc. is delighted to provide City of Enid Oklahoma Parks & Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Child's Play, Inc. is confident that this proposal will satisfy City of Enid Oklahoma Parks & Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Enid Oklahoma Parks & Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Kris Boyne  
Child's Play, Inc.  
10661 Shady Trail  
Dallas, TX 75220

## Design Summary

Child's Play, Inc. is very pleased to present this Proposal for consideration for the Hoover and Lions Park located in Enid. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Enid Oklahoma Parks & Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Hoover and Lions Park
- Project Number: 36-114138-2
- User Capacity: 57
- Age Groups: Ages 5-12 years
- Dimensions: 42' 1" x 74' 9"
- Designer Name: Maggie Colton

Child's Play, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Hoover and Lions Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 36-114138-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Hoover and Lions Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

1751 SQ.FT.  
PERIMETER  
277 FT.

STRUCTURE SIZE

42' 1" x 74' 9"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

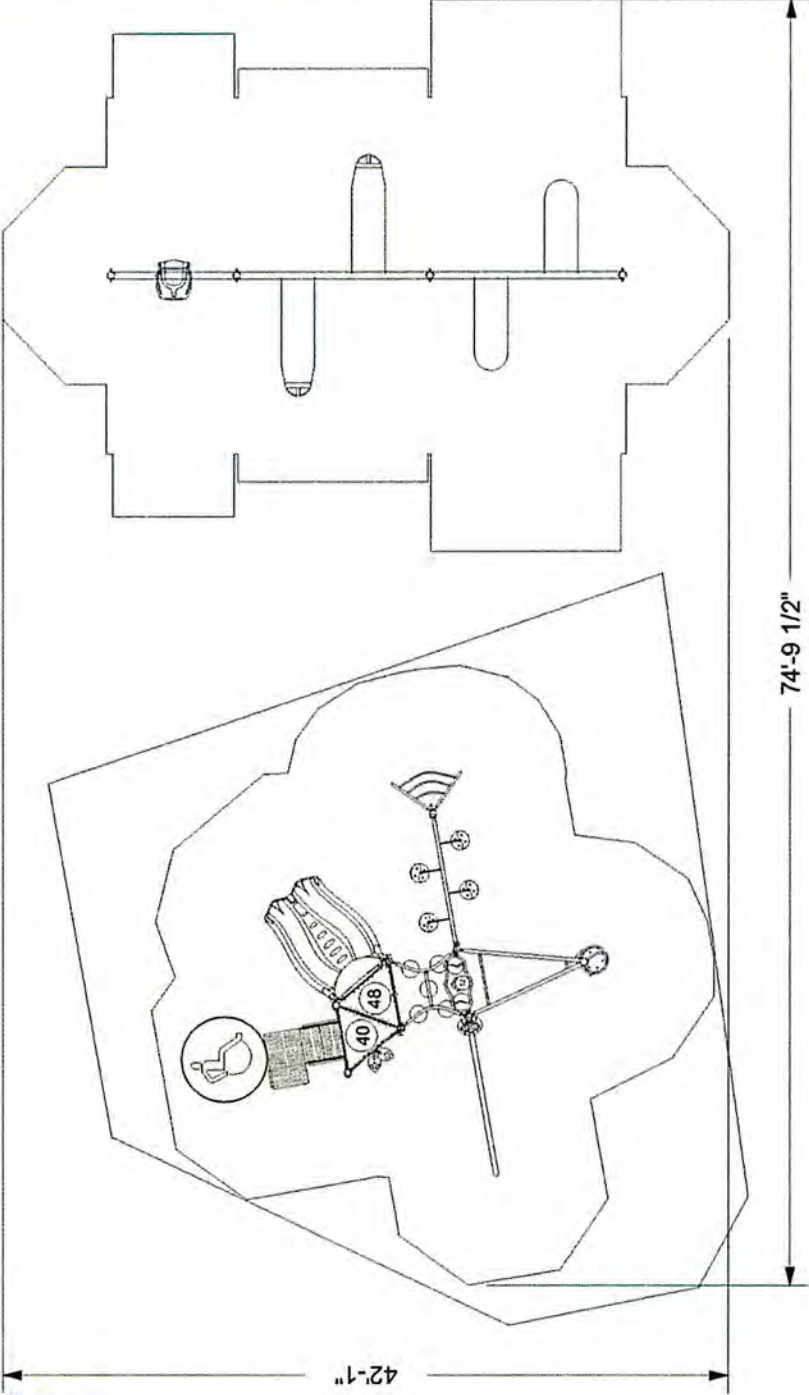
- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.  
U.S. CPSC recommends the  
separation of age groups in  
playground layouts.



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS	13	RECD. 0
NUMBER OF ELEVATED PLAY EVENTS	3	RECD. 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 3	RECD. 2
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 10	RECD. 1
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 5	RECD. 1
NUMBER OF GROUND LEVEL PLAY EVENTS		



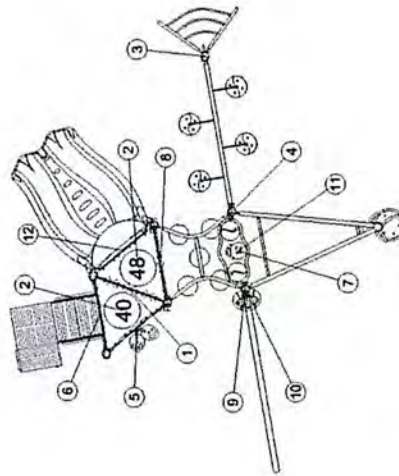
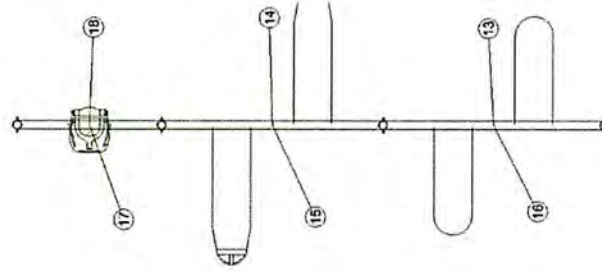
SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY: Maggie Colton

Hoover and Lions Park  
1110 West Spruce Ave  
Enid, OK 73703

December 12, 2018

Child's Play, Inc.  
36-114138-2

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLOSURE PLATE
2	270-0129	TRIANGLE PLATFORM
3	370-0003	VITAL VORTEX CLIMBER
4	370-0036	DYNAMIC DISCS REVERSE
5	370-0422	LEAF CLIMBER 40" - 48"
6	370-0719	TRANSFER STATION, HANDRAIL
7	370-1881	SPINNER, FIERCE CYCLONE
8	370-1591	PODSTEP CLIMBER 48-56"
9	370-1808	OVISTEP LAUNCH PAD
10	370-1612	APEX ELLIPSE CLIMBER
11	470-0101	DYNAMIC PAD
12	470-0755	LUGE SLIDE, 48"-56"
13	550-0093	SINGLE POST SWING ASSEMBL
14	550-0094	SINGLE POST SWING ADD-ON 5'
15	550-0100	TOT SEAT, 7' & 8' PAIR, STD.CH
16	550-0112	BELT SEAT, 8' PAIR, STD.CHAIN
17	550-0171	FREEDOM SWING SEAT, 8' BEAN
18	550-0185	SINGLE POST SWING, ADD-ON -



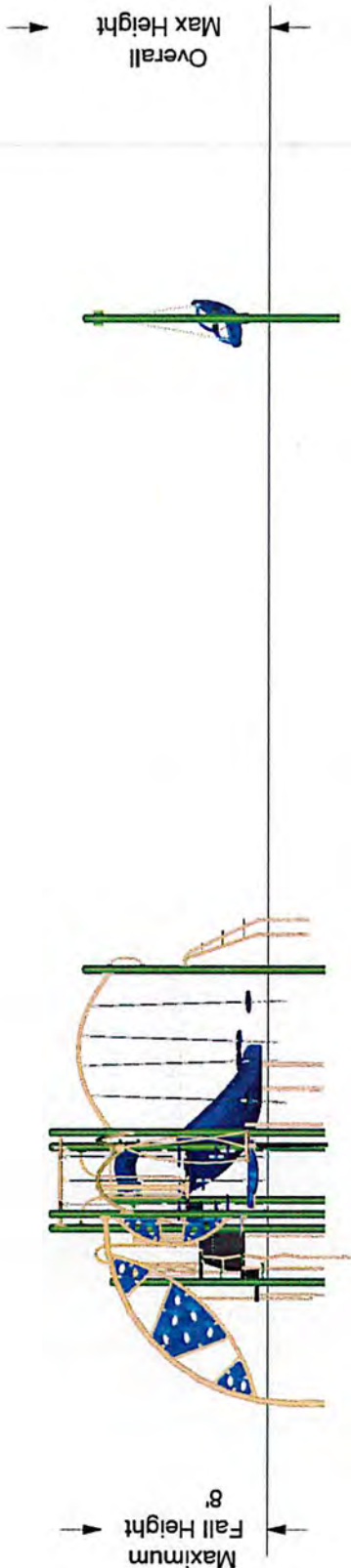
**Burke**

December 12, 2018

SERIES: Basics, Intensity, Nucleus  
 COMPONENT PLAN  
 DRAWN BY: Maggie Colton

Hoover and Lions Park  
 1110 West Spruce Ave  
 Enid, OK 73703

Child's Play, Inc.  
 36-114138-2



The protective surfacing for this design must accommodate the critical fall height.



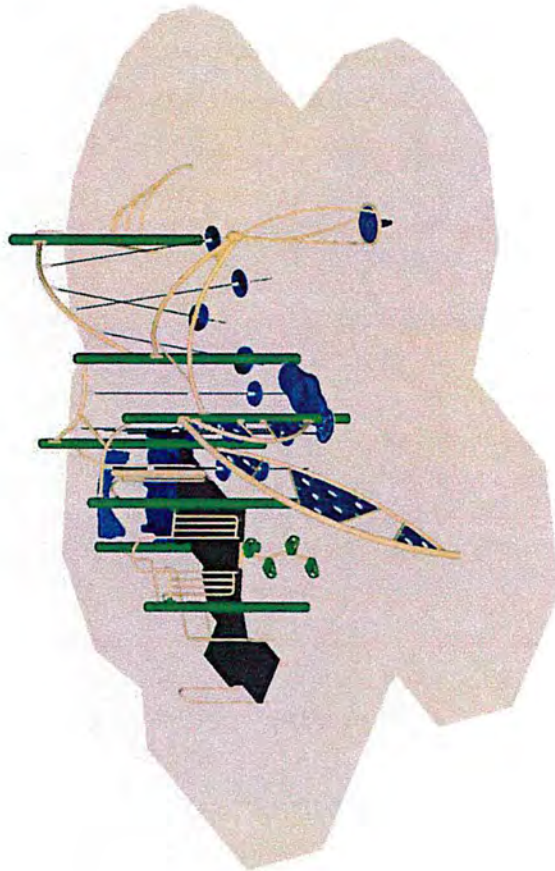
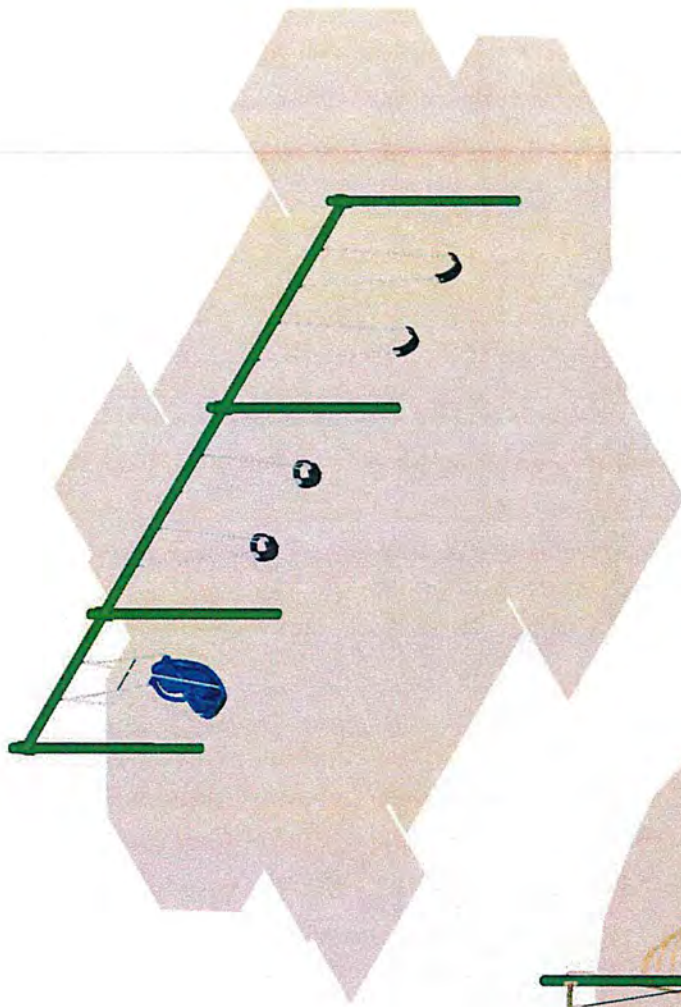
December 12, 2018

SERIES: Basics, Intensity, Nucleus  
 ELEVATION PLAN  
 DRAWN BY: Maggie Colton

Hoover and Lions Park  
 1110 West Spruce Ave  
 Enid, OK 73703

Child's Play, Inc.  
 36-114138-2





**Burke**

December 12, 2018

SERIES: Basics, Intensity, Nucleus  
 ISOMETRIC PLAN  
 DRAWN BY: Maggie Colton

Hoover and Lions Park  
 1110 West Spruce Ave  
 Enid, OK 73703

Child's Play, Inc.  
 36-114138-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



# Proposal # 36-114138-2

December 12, 2018  
2018 Pricing

**Proposal Prepared for:**

Cory Bukker  
City of Enid Oklahoma Parks & Recreation 1110 West Spruce Ave  
1110 West Spruce Ave  
Enid, OK 73703  
Phone: 580-616-7312

**Project Location:**

Hoover and Lions Park  
1110 West Spruce Ave  
Enid, OK 73703

**Proposal Prepared by:**

Child's Play, Inc.  
10661 Shady Trail  
Dallas, TX 75220  
Phone: 972-484-0600  
Fax: 972-484-0333  
jay@childsplayinc.net

Kris Boyne  
Phone: 918-639-5676  
Fax: 918-224-6171  
kris@childsplayinc.net

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
<b>Burke Basics</b>						
550-0093	SINGLE POST SWING ASSEMBLY 5"...	1	2	2	237	237
550-0094	SINGLE POST SWING ADD-ON 5" OD	1	2	2	154	154
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0185	SINGLE POST SWING, ADD-ON - S...	1	1	1	127	127
<b>Intensity</b>						
370-0003	VITAL VORTEX CLIMBER	1	2	2	34	34
370-0036	DYNAMIC DISCS REVERSE	1	6	6	93	93
370-1581	SPINNER, FIERCE CYCLONE	1	3	3	155	155
370-1608	OVISTEP LAUNCH PAD	1	1	1	10	10
370-1612	APEX ELLIPSE CLIMBER	1	8	8	184	184
470-0101	DYNAMIC PAD	1	2	2	27	27
<b>Nucleus</b>						
270-0050	8" CLOSURE PLATE	1	0	0	10	10
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
370-0422	LEAF CLIMBER 40" - 48"	1	4	4	77	77
370-0719	TRANSFER STATION, HANDRAIL 40"	1	5	5	199	199
370-1591	PODSTEP CLIMBER 48-56"	1	8	8	90	90
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	2	0	0	66	132
670-0166	POST ASSEMBLY 5" OD X 139"	1	0	0	74	74
670-0168	POST ASSEMBLY 5" OD X 158"	4	0	0	84	336

Total User Capacity: 57  
Total Weight: 2,319 lbs.

Information is relative to the Dec 11 2018 4:35AM database.

**Special Notes:**



## Proposal # 36-114138-2

December 12, 2018

2018 Pricing

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid until 12/21/2018.**



# Proposal # 36-114138-2

December 12, 2018

2018 Pricing

## ***Selected Color List***

<b><u>Color Group</u></b>	<b><u>Color</u></b>
<i>Phase 1</i>	
Platform	Brown
Accessory	Tan
Rotomolded	Blue
Kore Konnect	Olive
1 Color Extruded/Flat	Blue
Post	Olive
Intensity/Rocky Mountain	Blue
2 Color Extruded/Flat (outer)	Blue
2 Color Extruded/Flat (inner)	White
<i>Phase 2</i>	
Contemporary Swing Fittings	Olive
Platform	Brown
Rotomolded	Blue



# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

# Child's Play, Inc.

10661 Shady Trail  
Dallas, TX 75220  
(P) 972-484-0600 (F) 972-484-0333

ADDRESS
Cory Buller City of Enid P.O. Box 1768 Enid, OK 73702

SHIP TO
Cory Buller City of Enid 1110 W. Spruce Ave Enid, OK 73703

QUOTE #	DATE
19-2030	01/24/2019

**PROJECT**  
Lions Park

**SALES REP**  
KB

DESCRIPTION	QTY	PRICE EACH	AMOUNT
<b>INSTALLATION</b> Professional Supervised Installation of Playground Equipment	1	1,850.00	1,850.00

TOTAL **\$1,850.00**

40-405-9252 CB



Accepted By

Accepted Date



# City of Enid Oklahoma Parks & Recreation

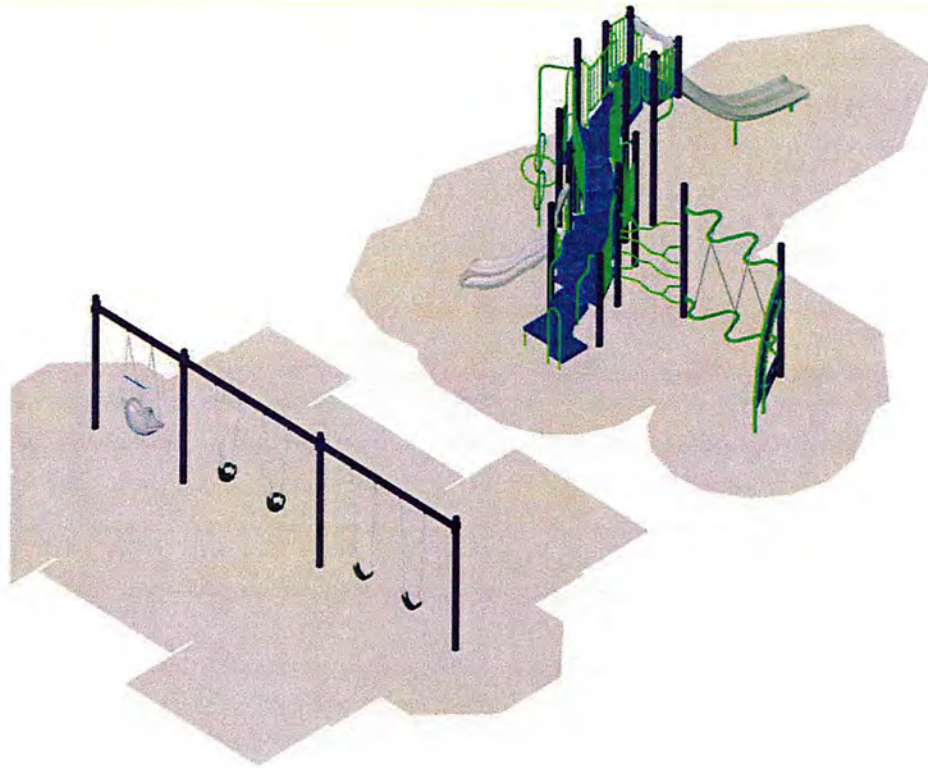
## Hoover and Lions Park

Proposal # 36-114136-2

December 12, 2018

Presented by

Child's Play, Inc.



# Burke®



December 12, 2018

Cory Bukker  
City of Enid Oklahoma Parks & Recreation  
1110 West Spruce Ave  
Enid, OK 73703

Dear Cory Bukker:

Child's Play, Inc. is delighted to provide City of Enid Oklahoma Parks & Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Child's Play, Inc. is confident that this proposal will satisfy City of Enid Oklahoma Parks & Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with City of Enid Oklahoma Parks & Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Kris Boyne  
Child's Play, Inc.  
10661 Shady Trail  
Dallas, TX 75220



## **Design Summary**

Child's Play, Inc. is very pleased to present this Proposal for consideration for the Hoover and Lions Park located in Enid. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Enid Oklahoma Parks & Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Hoover and Lions Park
- Project Number: 36-114136-2
- User Capacity: 49
- Age Groups: Ages 5-12 years
- Dimensions: 42' 1" x 75' 1"
- Designer Name: Maggie Colton

Child's Play, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Hoover and Lions Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 36-114136-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Hoover and Lions Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

1868 SQ.FT.

PERIMETER  
300 FT.

STRUCTURE SIZE  
42' 1" x 75' 1"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered  
to ISO 9001

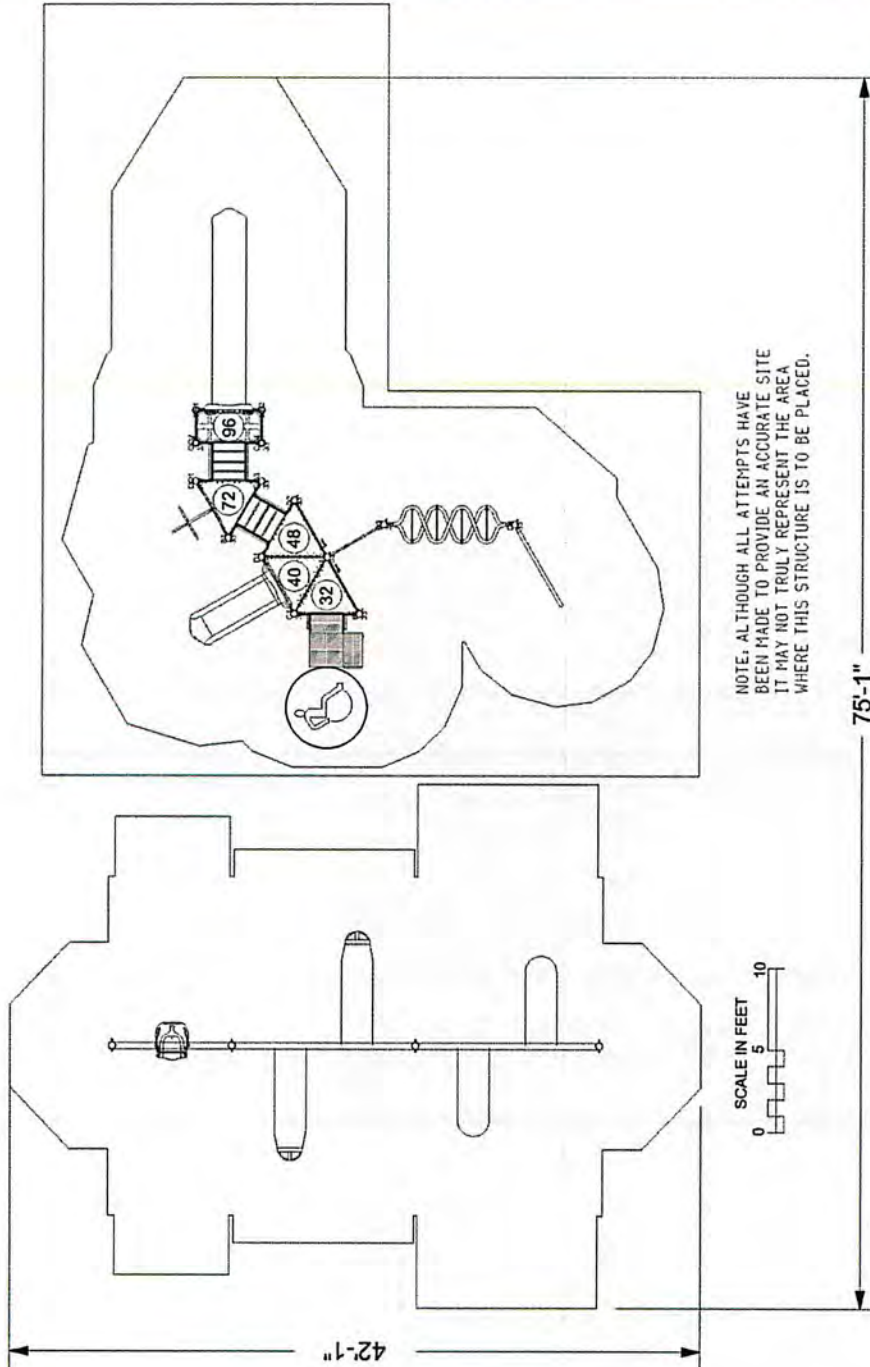


To verify our certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.  
U.S. CPSC recommends the  
separation of age groups in  
playground layouts.



ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS	11	RECD.	0
NUMBER OF ELEVATED PLAY EVENTS	4	PROVIDED	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	4	PROVIDED	4
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	7	PROVIDED	2
NUMBER OF GROUND LEVEL PLAY EVENTS	7	RECD.	1
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	2	PROVIDED	1

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.



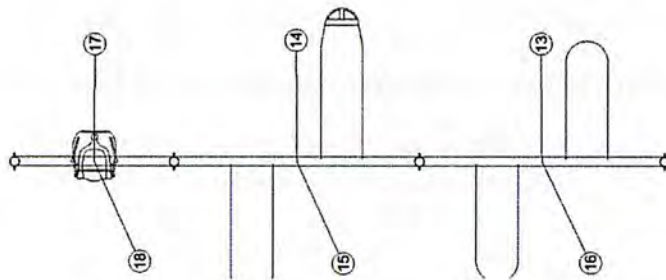
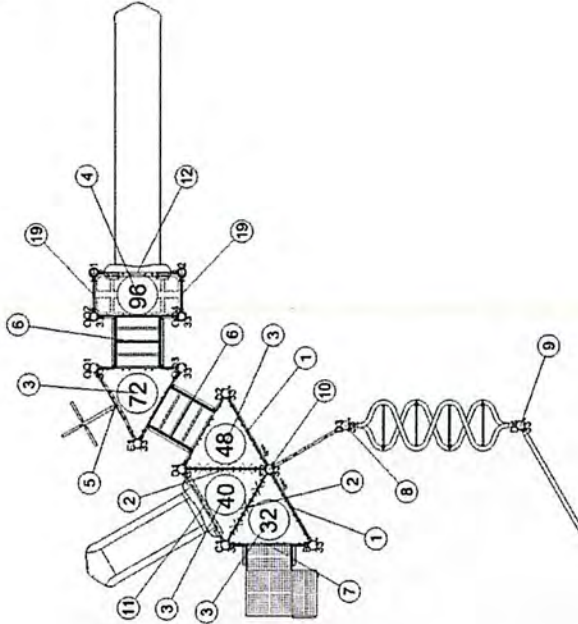
SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY: Maggie Colton

Hoover and Lions Park  
1110 West Spruce Ave  
Enid, OK 73703

Child's Play, Inc.  
36-114136-2

December 12, 2018

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0129	TRIANGLE PLATFORM
4	270-0291	HALF PLATFORM W/SUPPORT
5	370-0467	LINKING RING CLIMBER 56"-72"
6	370-0467	24" TRANSITION STAIR W/BARRI
7	370-0718	TRANSFER STATION, HANDRAIL
8	370-0808	TWISTING TRAVERSE
9	370-0813	RIDGE POINT CLIMBER
10	370-0868	TREE BRANCH CLIMBER-4
11	470-0507	ROCK'N ROLL SLIDE, 40" - 48"
12	470-0757	VELO XL SLIDE, 88" - 96"
13	550-0083	SINGLE POST SWING ASSEMBL
14	550-0084	SINGLE POST SWING ADD-ON 5
15	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
16	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
17	550-0171	FREEDOM SWING SEAT, 8' BEAN
18	550-0185	SINGLE POST SWING, ADD-ON -
19	570-2024	HALF PIPE WALL



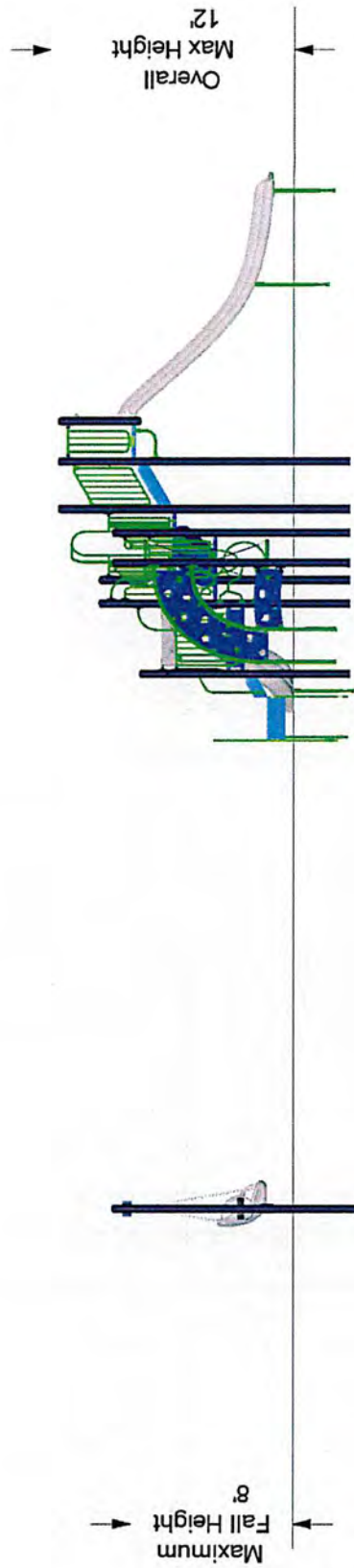
**Burke**

December 12, 2018

SERIES: Basics, Intensity, Nucleus  
 COMPONENT PLAN  
 DRAWN BY: Maggie Colton

Hoover and Lions Park  
 1110 West Spruce Ave  
 Enid, OK 73703

Child's Play, Inc.  
 36-114136-2



The protective surfacing for this design must accommodate the critical fall height.

**Burke**

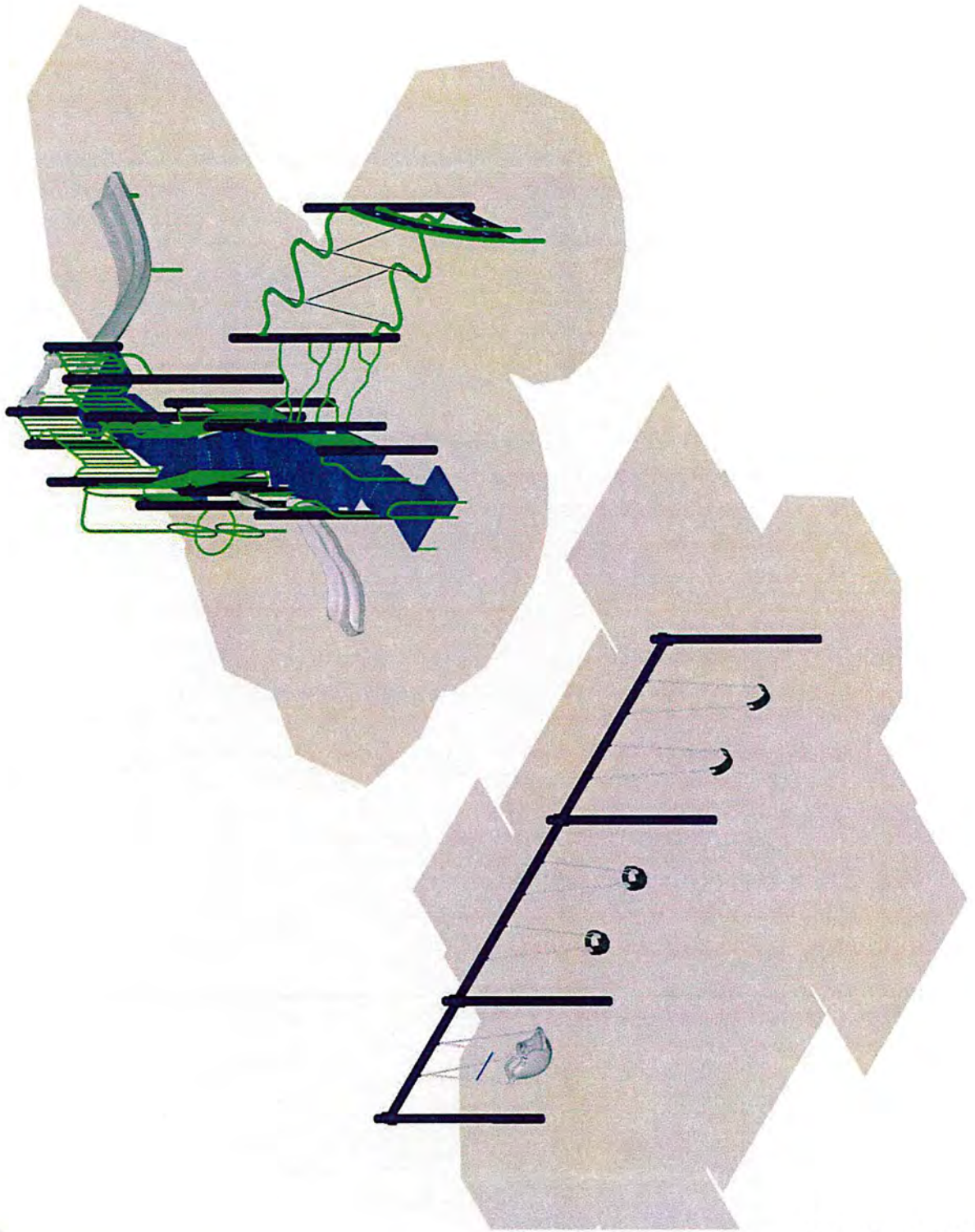
December 12, 2018

SERIES: Basics, Intensity, Nucleus  
 ELEVATION PLAN  
 DRAWN BY: Maggie Colton

Hoover and Lions Park  
 1110 West Spruce Ave  
 Enid, OK 73703

Child's Play, Inc.  
 36-114136-2





**Burke**

December 12, 2018

SERIES: Basics, Intensity, Nucleus  
ISOMETRIC PLAN  
DRAWN BY: Maggie Colton

Hoover and Lions Park  
1110 West Spruce Ave  
Enid, OK 73703

Child's Play, Inc.  
36-114136-2

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



# Proposal # 36-114136-2

December 12, 2018

2018 Pricing

**Proposal Prepared for:**

Cory Bukker  
City of Enid Oklahoma Parks & Recreation  
1110 West Spruce Ave  
Enid, OK 73703  
Phone: 580-616-7312

**Project Location:**

Hoover and Lions Park  
1110 West Spruce Ave  
Enid, OK 73703

**Proposal Prepared by:**

Child's Play, Inc.  
10661 Shady Trail  
Dallas, TX 75220  
Phone: 972-484-0600  
Fax: 972-484-0333  
jay@childsplayinc.net

Kris Boyne  
Phone: 918-639-5676  
Fax: 918-224-6171  
kris@childsplayinc.net

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
<b>Burke Basics</b>						
550-0093	SINGLE POST SWING ASSEMBLY 5"...	1	2	2	237	237
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550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
550-0185	SINGLE POST SWING, ADD-ON - S...	1	1	1	127	127
<b>Intensity</b>						
370-0808	TWISTING TRAVERSE	1	5	5	103	103
370-0868	TREE BRANCH CLIMBER-4	1	4	4	33	33
<b>Nucleus</b>						
270-0001	OFFSET ENCLOSURE	2	0	0	30	60
270-0050	8" CLOSURE PLATE	2	0	0	10	20
270-0129	TRIANGLE PLATFORM	4	2	8	48	192
270-0291	HALF PLATFORM W/SUPPORT	1	3	3	69	69
370-0447	LINKING RING CLIMBER 56"-72"	1	4	4	93	93
370-0467	24" TRANSITION STAIR W/BARRIE...	2	2	4	164	328
370-0718	TRANSFER STATION, HANDRAIL 32"	1	4	4	162	162
370-0813	RIDGE POINT CLIMBER	1	4	4	162	162
470-0507	ROCK'N ROLL SLIDE, 40" - 48"	1	1	1	107	107
470-0757	VELO XL SLIDE, 88"-96"	1	2	2	169	169
570-2624	HALF PIPE WALL	2	0	0	20	40
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0002	POST ASSEMBLY 5" OD X 107"	1	0	0	58	58
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	1	0	0	66	66
670-0166	POST ASSEMBLY 5" OD X 139"	4	0	0	74	296
670-0167	POST ASSEMBLY 5" OD X 147"	2	0	0	78	156
670-0169	POST ASSEMBLY 5" OD X 171"	4	0	0	91	364
670-0422	HALF DECK UPPER POST 5" OD	2	0	0	26	52

Total User Capacity: 49  
Total Weight: 3,134 lbs.



## Proposal # 36-114136-2

December 12, 2018

2018 Pricing

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## Proposal # 36-114136-2

December 12, 2018

2018 Pricing

### ***Selected Color List***

<b>Color Group</b>	<b>Color</b>
<i>Phase 1</i>	
Platform	Blue
Accessory	Lime
Kore Konnect	Navy
1 Color Extruded/Flat	Blue
Rotomolded	Granite
Post	Navy
<i>Phase 2</i>	
Contemporary Swing Fittings	Navy
Platform	Blue
Rotomolded	Granite



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**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

# Child's Play, Inc.

10661 Shady Trail  
Dallas, TX 75220  
(P) 972-484-0600 (F) 972-484-0333

ADDRESS
Cory Buller City of Enid P.O. Box 1768 Enid, OK 73702

SHIP TO
Cory Buller City of Enid 1110 W. Spruce Ave Enid, OK 73703

QUOTE #	DATE
19-2031	01/24/2019

**PROJECT**  
Hoover Park

**SALES REP**  
KB

DESCRIPTION	QTY	PRICE EACH	AMOUNT
<b>INSTALLATION</b> Professional Supervised Installation of Playground Equipment	1	1,850.00	1,850.00

TOTAL

**\$1,850.00**

CB

40-405-9252

Accepted By

Accepted Date

*CB*

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - BCI Burke Company LLC - Public Services -

18-00604

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

### ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General



Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, **Contractor** shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. **Contractor** shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

#### **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

**Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.**

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - BCI Burke Company LLC - Public Services -  
0060-1

18-

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and BCI Burke Company LLC, hereinafter referred to as the Contractor, having its principal place of business at 660 Van Dyne Rd, Fond du Lac, WI 54936.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

**ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Nov 01 2018 and ends Oct 31 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States



Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*  
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**BCI Burke Company LLC**

Signature *Marianne Larson*  
580EA7AAB49D42D...

Name Marianne Larson  
Title Sales support Manager  
Date 10/1/2018

**H-GAC** DocuSigned by:

Signature *Chuck Wemple*  
62EC270D5D81423...

Name Chuck Wemple  
Title Executive Director  
Date 9/28/2018

**Attachment A**  
**BCI Burke Company LLC**  
**Parks & Recreation Equipment**  
**Contract No.: PR11-18**

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

<b>HGAC Product Code</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Discount</b>
PR07	BCI Burke	2018 BCI Burke Park & Recreation Catalog	7.00%



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

Contract No.: PR11-18

Date Prepared: 31-Jan

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Enid	Contractor:	BCI Burke Company, LLC
Contact Person:	Cory Buller	Prepared By:	Jessica Westphal
Phone:	(580) 616-7312	Phone:	(920) 921-9220
Fax:		Fax:	
Email:	cbuller@enid.org	Email:	jwestphal@bciburke.com

Catalog / Price Sheet Name:	2018 Burke Price List
General Description of Product:	Playground Equipment for Hoover and Lions Park

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
1	36-114138-2 Burke Custom Nucleus/Intensity Structure with Swings Shown On Proposal 36-114138-2	27175	27175
1	7% Discount per HGAC Contract PR11-18	-1902.25	-1902.25
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal A:</b>			25272.75

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**  
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			0
<b>Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).</b>		<b>For this transaction the percentage is:</b>	0%

<b>C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>	
Courtesy Discount	-3098.14
Freight	2410
<b>Subtotal C:</b>	-688.14
<b>Delivery Date:</b>	<b>D. Total Purchase Price (A+B+C):</b>
	24584.61

40-405-9252 CS







**City Commission Meeting**

**8.3.**

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**AWARD A CONTRACT TO RICK LORENZ CONSTRUCTION, ENID, OKLAHOMA, FOR PROJECT NO. P-1906C, CROSSLIN PARK SIDEWALK IMPROVEMENTS, IN THE AMOUNT OF \$58,387.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

This work consists of the construction of an accessible route around newly constructed softball fields at Crosslin Park to the current parking lot. The work will include the construction of 20-foot wide concrete walkways and a central concrete hub.

Three bids were received, shown low to high:

Rick Lorenz Construction, Inc.	\$ 58,387.00
Jackson's Wrecking and Demolition	\$115,788.48
Excellence Engineering, LLC.	\$195,046.00
Engineer's Estimate	\$107,660.00

All bids were found in order, with Rick Lorenz Construction, Inc. submitting the lowest responsible bid.

**RECOMMENDATION:**

Award contract to Rick Lorenz Construction, Inc. in the amount of \$58,387.00, and Authorize the Mayor to execute all contract documents.

**PRESENTER:**

Jason Unruh, P.E., Project Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$58,387.00

**Funding Source:**

Capital Improvement Fund, Parks Projects, 40-405-9252

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**Attachments**

Canvass P-1906C

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**City Commission Meeting**

**8.4.**

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**APPROVE PUBLIC UTILITY EASEMENTS AT CROSSLIN PARK, ENID, OKLAHOMA, FOR OG&E, AT NO COST TO THE CITY OF ENID.**

**BACKGROUND:**

This item will establish a public utility easement of approximately 133 feet which runs from an existing power pole to the new softball field lighting. The easement will allow OG&E to extend power service to the new softball facility.

**RECOMMENDATION:**

Approve Public Utility Easements.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**City Commission Meeting**

**8.5.**

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**AWARD A CONTRACT TO C4L, LLC, EDMOND, OKLAHOMA, FOR PROJECT NO. P-1904C, DON HASKINS PARK IMPROVEMENTS, FOR THE BASE BID, IN THE AMOUNT OF \$47,787.50, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

This work consists of the removal and reconstruction of sidewalks, fences and other structures at Don Haskins Park. The work will include the construction of 375 feet of sidewalks, 104 feet of curb, upgrading one of the existing parking spaces to ADA accessible parking, adding two stop bars, and one crosswalk on north side of South 5th Street.

The alternate bid would include additional sidewalk, a new ADA accessible water fountain, a sidewalk that connects to the new ADA accessible parking space, and sidewalks on South 5th Street to a water fountain and the existing tennis court.

The work was advertised through two bidding websites, which advertise new work to contractors, as well as through the City Clerk’s office.

A single bid was received:

	Base Bid	Alternate Bid
C4L, LLC	\$47,787.50	\$22,483.00
Engineer's Estimate	\$44,647.00	\$24,562.00

C4L, LLC, submitted the only bid. Because the alternate bid would exceed the \$50,000 budgeted amount, only the base bid is submitted for recommendation of award.

**RECOMMENDATION:**

Award contract to C4L, LLC. in the amount of \$47,787 for base bid and authorize the Mayor to execute all contract documents.

**PRESENTER:**

Jenisha Oli, Project Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$50,000

**Funding Source:**

Capital Improvememn Fund

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## **Attachments**

Canvass of Bids

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FROM: Erin Cvetnic  
DATE: February 20, 2019

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**Don Haskins Park Improvements**  
**Project Number P-1904C**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
C4L	Base Bid	\$ 47,787.50
P.O. Box 228	Alt #1	\$ 22,483.00
Edmond, OK 73083		

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to C4L, for the Base Bid, in the amount of \$47,787.50.

**City Commission Meeting**

**8.6.**

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM ROBERT AND TERESA MEADE OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$10,025.00, AND AUTHORIZE PAYMENT.**

**BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel is owned by Robert and Teresa Meade, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the East Half (E/2) of the Northwest Quarter (NW/4) of Section Nine (9), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma.

The City of Enid’s offer of \$10,025.00 has been accepted by the Meades.

**RECOMMENDATION:**

Accept Permanent and Temporary Waterline Easements.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$10,025.00

**Funding Source:**

Water Capital Improvement Fund, 44-445-9151

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**Attachments**

Meade

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PLEASE RETURN TO:  
Garver Engineering  
1016 24<sup>th</sup> Ave NW  
Norman, OK 73069

**UTILITY AND WATER LINE EASEMENT**  
**Parcel # O-074/570038925**

KNOW ALL MEN BY THESE PRESENTS:

That, **Robert F. and Teresa M. Meade, husband and wife as joint tenants,** “Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto [The City of Enid or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

**See Attached Exhibits A & B**

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

As a condition of this easement, the Grantor, and its successors and assigns, shall not encumber in any way such that the Grantee shall not be afforded access, and will provide and maintain Grantee adjacent easement access to the parcel described here to, at a location along the East property line located along the East boundary of the Northwest Quarter of Section Nine, Township Twenty-five North, Range Three East of the Indian Meridian, Osage County, State of Oklahoma, and further provide the Grantee gate entry with use of a double lock with the right of ingress and egress for the purpose heretofore stated.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction,



operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 4<sup>th</sup> day of FEBRUARY, 20 19.

OWNER(S):

Robert F. Meade

Robert F. Meade

Robert F. Meade

Printed Name

Teresa Meade

Teresa M. Meade

Teresa Meade

Printed Name

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF OSAGE )

Before me, the undersigned, a Notary Public, in and for said County and State on this 4<sup>th</sup> day of FEBRUARY, 20 19, personally appeared, ROBERT F. MEADE + TERESA M. MEADE to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Commission # 13000514  
Commission expires 1/16/21



Steven C. Smith  
NOTARY PUBLIC

**ACCEPTANCE BY THE CITY OF ENID**

The foregoing access easement is hereby accepted by the [City of Enid, Oklahoma or Enid Municipal Authority], on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**[THE CITY OF ENID, AN OKLAHOMA  
MUNICIPAL CORPORATION or ENID  
MUNICIPAL AUTHORITY A MUNICIPAL  
TRUST]**

\_\_\_\_\_  
[William Shewey, Mayor or Chairman]

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, [City Clerk or Secretary]

PLEASE RETURN TO:  
Garver Engineering  
1016 24<sup>th</sup> Ave NW  
Norman, OK 73069

**TEMPORARY CONSTRUCTION EASEMENT**  
**Parcel #O-074/570038925**

KNOW ALL MEN BY THESE PRESENTS:

That **Robert F. and Teresa M. Meade, husband and wife as joint tenants**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto [The City of Enid or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

**See Attached Exhibits A & B**

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.



**ACCEPTANCE BY THE CITY OF ENID**

The foregoing access easement is hereby accepted by the [City of Enid, Oklahoma or Enid Municipal Authority], on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**[THE CITY OF ENID, AN OKLAHOMA  
MUNICIPAL CORPORATION or ENID  
MUNICIPAL AUTHORITY A MUNICIPAL  
TRUST]**

\_\_\_\_\_  
[William Shewey, Mayor or Chairman]

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, [City Clerk or Secretary]



EXHIBIT "A"

TRACT - O-074 PARCEL# 570038925

ROBERT F. AND TERESA M. MEADE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Nine (9), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

**COMMENCING** at the Northeast corner of said East Half (E1/2) of Northwest Quarter (NW1/4); thence S 00°24'02" E along the East line of said East Half (E1/2) of Northwest Quarter (NW1/4) a distance of 1178.70 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence along said Centerline S 66°46'58" W a distance of 523.69 feet; thence S 78°28'50" W along said Centerline a distance of 853.86 feet to the West line of said East Half (E1/2) of Northwest Quarter (NW1/4) and the end of said Centerline, containing 68,878 square feet or 1.58 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said East Half (E1/2) of Northwest Quarter (NW1/4).

Also:

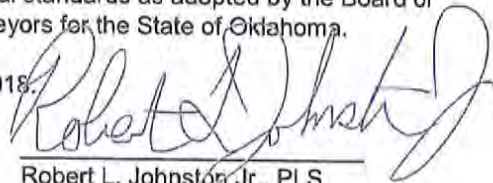
A Fifty-foot Temporary Construction Easement containing 68,927 square feet, or 1.58 acres more or less being adjacent to, and North of, the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 6<sup>th</sup> day of December, 2018.



Robert L. Johnston Jr., PLS  
Oklahoma No. 1792  
Cert. of Auth. 4193  
Exp. Date June 30, 2020



# Exhibit "B"

TRACT 0-074  
 PARCEL# 570038925  
 ROBERT F. AND TERESA M. MEADE  
 BOOK 833 PAGE 250 - 251  
 OSAGE COUNTY, OKLAHOMA

LEGAL DESCRIPTION  
 See Exhibit "A"

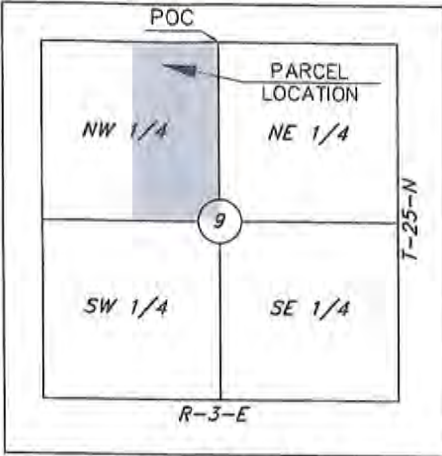
POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT

*THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.*

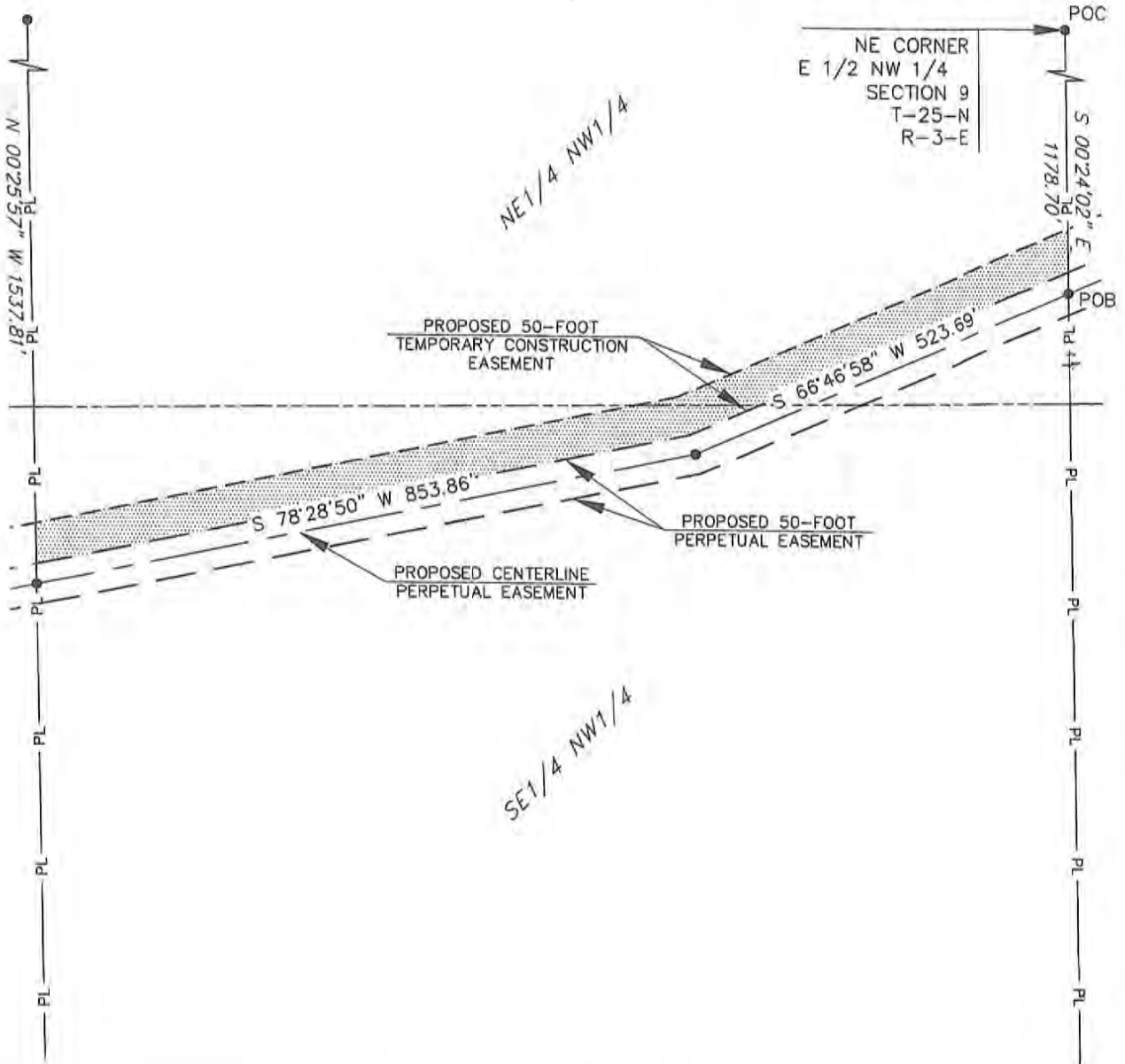
BEARINGS & DISTANCES  
 GRID STATE PLANE  
 OKLAHOMA NORTH  
 1" = 200'

Perpetual Easement 68,878 S.F. 1.58 Acres  
 Temp Construction Easement 68,927 S.F. 1.58 Acres

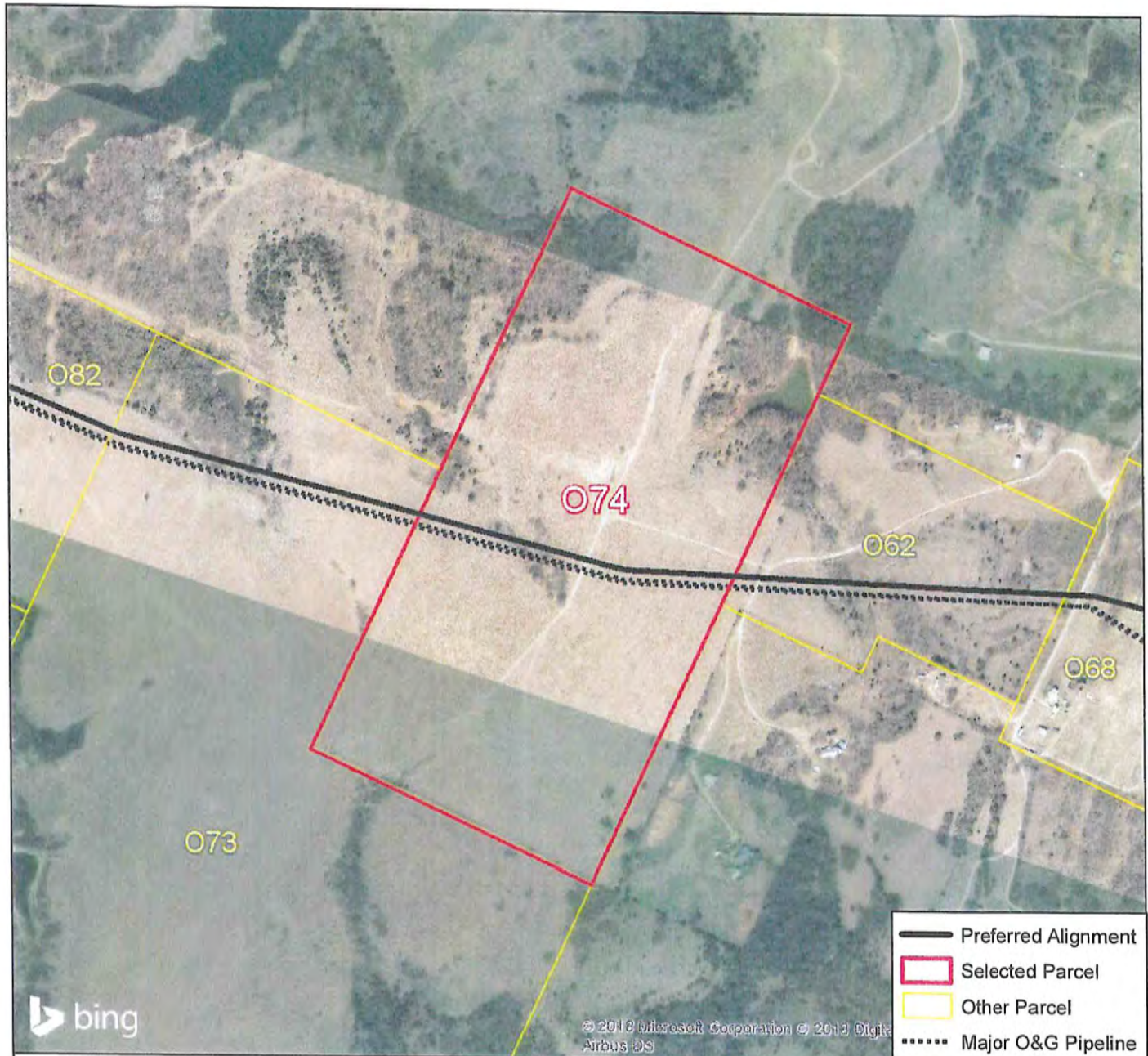
- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT







LOCATION MAP  
 NOT TO SCALE







-  Preferred Alignment
-  Selected Parcel
-  Other Parcel
-  Major O&G Pipeline

**Parcel ID:** O74  
**Parcel Owner:** MEADE ROBERT F AND TERESA M H-W

Project No.	7	Tribal ID:	0
Pip Seg No.	PIP7-19	Bio Study:	Yes
Page Number	228	CR Study:	Yes
County ID:		Trench Monitor:	No
	570038925	Trench Completed:	N/A
County:	Osage	Temp SF:	
STR:	9-T25N-R3E	Perm SF:	
Phone:	580 762-4391		
Notify before topo:			
Topo Survey:	No		

## Parcel Mapbook





**City Commission Meeting**

8.7.

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT WATERLINE EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM PHILIP AND PENNY LIEBER, OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$19,575.00, AND AUTHORIZE PAYMENT.**

**BACKGROUND:**

The Kaw Lake Water Supply Program requires the City obtain easements from property owners whose property the Kaw Lake water pipeline crosses. This particular parcel of land is owned by Philip and Penny Lieber, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NW1/4) of Section Nine (9), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$11,725.00 has been accepted by the Liebers.

**RECOMMENDATION:**

Accept Permanent and Temporary Waterline Easements.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**City Commission Meeting**

**8.8.**

**Meeting Date:** 03/05/2019

**Submitted By:** Jacqueline Cook, Engineering EA

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**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM VIVIAN K. MERTZ OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$19,525.00, AND AUTHORIZE PAYMENT.**

**BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Vivian K. Mertz, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$19,525.00 has been accepted by Vivian K. Mertz.

**RECOMMENDATION:**

Accept Permanent and Temporary Waterline Easements.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

---

**City Commission Meeting**

**8.9.**

**Meeting Date:** 03/05/2019

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,223,327.75.**

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**Attachments**

Claimslist

JP Morgan

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## PURCHASE ORDER CLAIMS LIST

3/5/2019

**FUND 10 DEPT 000 - N.A.**

01-03661	RK BLACK, INC.	PO0154081	MONTHLY SERVICE 1/19	\$88.39
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0154162	MONTHLY SERVICE 1/19	\$5,024.00
01-04687	EARNHEART OIL, INC.	PO0154151	UNLEADED/ST	\$11,086.72
01-04687	EARNHEART OIL, INC.	PO0154154	UNLEADED/ST	\$13,152.76
01-05637	WESTERN MARKETING, INC	PO0154028	OIL/ST	\$369.05
01-05637	WESTERN MARKETING, INC	PO0154030	OIL/ST	\$677.60
01-05637	WESTERN MARKETING, INC	PO0154160	OIL/ST	\$1,391.58
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154068	SCISSORS/PAPER CLIPS/ST	\$4.46
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154070	LEGAL PADS/CORR TAPE	\$15.93
01-15125	OK GAS & ELECTRIC	PO0154087	MONTHLY SERVICE 2/19	\$993.92
01-15125	OK GAS & ELECTRIC	PO0154193	MONTHLY SERVICE 2/19	\$709.96
01-15125	OK GAS & ELECTRIC	PO0154194	MONTHLY SERVICE 1/19	\$31,535.96
01-15125	OK GAS & ELECTRIC	PO0154125	MONTHLY SERVICE 1/19	\$398.90
01-15127	OK NATURAL GAS	PO0154086	MONTHLY SERVICE 1/19	\$800.25
01-15127	OK NATURAL GAS	PO0154186	MONTHLY SERVICE 1/19	\$2,648.44
01-15127	OK NATURAL GAS	PO0154190	MONTHLY SERVICE 1/19	\$176.04
01-15127	OK NATURAL GAS	PO0154139	MONTHLY SERVICE 1/19	\$3,839.78
01-19047	AT & T	PO0154163	MONTHLY SERVICE 2/19	\$4,763.44
			<b>N.A. TOTAL</b>	<b>\$77,677.18</b>

**FUND 10 DEPT 100 - ADM. SERVICES**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$487.25
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$253.01
01-05097	CENTRAL NATIONAL BANK CENTER	PO0154196	CATERING/MLK CELEBRATION	\$1,909.53
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0154175	ENLISTED APPRECIATION SPONSORSHIP	\$500.00
01-16145	PETTY CASH	PO0154129	REIMB/TRAVEL/CMAO CONF/J GILBERT	\$86.88
			<b>ADM. SERVICES TOTAL</b>	<b>\$3,236.67</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$211.82
01-02196	VALIR OUTPATIENT CLINICS (HR)	PO0154042	PHYSICAL	\$150.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$20.00
01-05634	STANDLEY SYSTEMS, LLC	PO0154041	INK CARTRIDGE	\$187.25
01-05634	STANDLEY SYSTEMS, LLC	PO0154052	INK CARTRIDGE	\$194.75
01-05634	STANDLEY SYSTEMS, LLC	PO0154174	SHIPPING FEE	\$7.50
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$771.32</b>

**FUND 10 DEPT 120 - LEGAL SVCS.**

01-01232	HERRING RUSSELL	PO0153987	WC/MILEAGE REIMB	\$362.90
01-01255	INDEPENDENT MEDICAL EXAMS	PO0153984	WC/MEDICAL	\$24.30
01-01255	INDEPENDENT MEDICAL EXAMS	PO0154073	WC/MEDICAL	\$177.62
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$10.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$80.00
01-03838	JDI DATA, CORPORATION	PO0149816	CLOUD HOSTING SERVICE 2/19-3/19	\$1,200.00
01-03921	EXPRESS SCRIPTS, INC.	PO0153983	WC/MEDICAL	\$838.33
01-04328	INTEGRIS MEDICAL GROUP	PO0154074	WC/MEDICAL	\$507.76
01-04328	INTEGRIS MEDICAL GROUP	PO0154080	WC/MEDICAL	\$131.95
01-05106	WELLS, MICHAEL A.	PO0153986	WC/MILEAGE REIMB	\$289.95
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0154072	WC/MEDICAL	\$65.22
01-05420	THOMSON REUTERS	PO0154111	MONTHLY PRINT/INFO CHARGE 1/19	\$315.77
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154068	COVERS/TABS/LABELS	\$127.39
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154070	INK CARTRIDGE	\$159.98
01-16145	PETTY CASH	PO0154129	REIMB/TRAVEL/WC COURT/C STEIN	\$113.32
01-33380	OPFER, DAVID	PO0153961	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0153997	WC/MEDICAL	\$317.36
01-73630	SURGERY CENTER OF OKLAHOMA	PO0154140	WC/MEDICAL	\$1,983.96
01-73960	METRO ANESTHESIA SERVICES	PO0154076	WC/MEDICAL	\$293.45
			<b>LEGAL SVCS. TOTAL</b>	<b>\$7,316.62</b>

**FUND 10 DEPT 140 - SAFETY**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$440.47
01-03420	AMERICAN RED CROSS	PO0154090	SAFETY TRAINING 2/19	\$298.00
01-05619	COMPLETE ALARM TECHNOLOGY SYSTEM,	PO0154034	ALARM MONITORING 11/18-1/19	\$111.00
<b>SAFETY TOTAL</b>				<b>\$849.47</b>

**FUND 10 DEPT 150 - PR/ETN/MARKETING**

01-00052	AVERY, LOREN	PO0154031	CHAUTAUQUA VIDEO	\$500.00
01-01338	J & P SUPPLY, INC.	PO0154018	TOWELS	\$66.32
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$211.24
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0153511	ANNUAL ADOBE SUBSCRIPTION RENEWAL	\$2,774.52
<b>PR/ETN/MARKETING TOTAL</b>				<b>\$3,552.08</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$555.55
01-05134	ENID NEWS & EAGLE	PO0153981	PUBLICATIONS	\$12.40
01-16145	PETTY CASH	PO0154131	REIMB/FILING FEES	\$21.00
01-16145	PETTY CASH	PO0154131	REIMB/POSTAGE	\$15.00
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0154110	PROFESSIONAL LEGAL SERVICE	\$700.00
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0153996	ANNUAL PUBLIC OFFICIAL BOND RENEWAL	\$754.50
01-58150	MCAFFEE & TAFT	PO0154109	PROFESSIONAL LEGAL SERVICE	\$275.00
<b>GENERAL GOVERNMENT TOTAL</b>				<b>\$2,333.45</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$1,076.55
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$20.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154070	PEN REFILLS (16)	\$19.50
<b>ACCOUNTING TOTAL</b>				<b>\$1,116.05</b>

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$134.99
01-39700	GARFIELD CO. LEGAL NEWS	PO0154014	MONTHLY SUBSCRIPTION RENEWAL 2/19	\$79.00
<b>RECORDS &amp; RECEIPTS TOTAL</b>				<b>\$213.99</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$88.17
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$378.93
<b>INFORMATION TECHNOLOGY TOTAL</b>				<b>\$467.10</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

01-05097	CENTRAL NATIONAL BANK CENTER	PO0154196	CATERING LABOR/VANCE MEETING	\$57.69
01-16145	PETTY CASH	PO0154124	REIMB/MEAL (12)/MAPC MTG	\$85.00
<b>COMMUNITY DEVELOPMENT TOTAL</b>				<b>\$142.69</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$320.94
01-02639	RON'S MOWING SERVICE	PO0154037	MOW/1325 W RITCHIE	\$60.00
01-02639	RON'S MOWING SERVICE	PO0154120	MOW/CLEAN/1524 S GRAND	\$350.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$394.87
01-16145	PETTY CASH	PO0154133	REIMB/FILING FEES	\$56.00
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$1,201.81</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$89.98
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$125.70
01-16145	PETTY CASH	PO0154124	REIMB/TRAVEL/PROJECT MGMT WORKSHOP/M KATTA	\$98.02
01-16145	PETTY CASH	PO0154124	REIMB/TRAVEL/GARVER/C GDANSKI	\$133.98
<b>ENGINEERING TOTAL</b>				<b>\$447.68</b>

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

01-01338	J & P SUPPLY, INC.	PO0154018	TOWELS/TISSUE/LINERS	\$158.77
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$326.78
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$28.96
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0154006	PAINT BRUSH	\$15.28
<b>PUBLIC WORKS MGMT TOTAL</b>				<b>\$529.79</b>

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

01-00146	CINTAS CORPORATION LOC. 624	PO0154012	UNIFORM RENTALS (7)	\$53.12
01-01338	J & P SUPPLY, INC.	PO0154144	CLEANER/TISSUE/SANITIZER/TOWEL	\$1,021.36
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$25.98
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$1,737.98
01-05320	SKYBITZ TANK MONITORING CORP	PO0154126	TANK MONITORING 2/19	\$84.00
01-13017	MUNN SUPPLY, INC.	PO0154003	CYLINDER RENTAL	\$49.92
01-13218	MYERS TIRE SUPPLY, INC.	PO0154135	VALVES (16)	\$96.18
01-16145	PETTY CASH	PO0154171	REIMB/VEHICLE TAGS (2)	\$88.00
01-35300	UNIFIRST, INC.	PO0154115	SHOP TOWEL SERVICE	\$168.56
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$3,325.10</b>

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

01-00146	CINTAS CORPORATION LOC. 624	PO0154035	UNIFORM RENTALS (15)	\$123.87
01-00146	CINTAS CORPORATION LOC. 624	PO0154088	UNIFORM RENTALS (15)	\$123.87
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$1,797.27
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$1,775.01
01-04847	STARR LUMBER CO., INC.	PO0154113	MOLDING	\$15.75
01-05620	KRETCHMAR DISTRIBUTING, INC.	PO0154046	HYDRAULIC FLUID	\$125.70
01-05912	THE VERDIN COMPANY	PO0154146	CHAMPLIN PARK CLOCK REPAIR	\$1,305.25
01-13017	MUNN SUPPLY, INC.	PO0154118	CYLINDER RENTAL	\$17.83
01-13145	MID-AMERICA WHOLESale, INC.	PO0154048	HOT COCOA/CUPS/NAPKINS/CHRISTMAS IN PARK	\$994.58
01-30830	LOCKE SUPPLY, INC.	PO0154017	MOUNT BRACKETS (4)	\$120.00
01-35300	UNIFIRST, INC.	PO0154115	SHOP TOWEL SERVICE	\$52.00
01-48980	IDVILLE	PO0153963	ID BADGE MACHINE	\$1,699.20
01-50210	LOWE'S HOME CENTERS, INC.	PO0154053	LUMBER	\$13.66
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0154085	CHAINSaw BLADES (2)	\$29.90
01-58740	STUART C. IRBY	PO0154044	BULBS (4)	\$9.80
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154117	PLEXIGLASS/LED LIGHTS/LAMP HOLDER	\$73.97
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$8,277.66</b>

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

01-00146	CINTAS CORPORATION LOC. 624	PO0154035	UNIFORM RENTALS (32)	\$309.44
01-00146	CINTAS CORPORATION LOC. 624	PO0154088	UNIFORM RENTALS (18)	\$154.72
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154132	V935 DIAGNOSTIC	\$550.29
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0154039	CABLE	\$222.51
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$132.23
01-02515	ENID EYE OPTICAL, INC.	PO0154054	SAFETY GLASSES/A HUMPHREY	\$102.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$3,315.82
01-05066	BRUCKNER TRUCK SALES, INC.	PO0154026	V132 BRACKET	\$7.98
01-05913	CRAFco, INC.	PO0154029	SEALANT	\$541.30
01-13017	MUNN SUPPLY, INC.	PO0154040	CYLINDER RENTAL	\$17.25
01-13017	MUNN SUPPLY, INC.	PO0154118	CYLINDER RENTAL	\$17.83

01-56300	TRUCK PRO, INC.	PO0154025	V132 MUD FLAP/BRACKET	\$124.00
01-58740	STUART C. IRBY	PO0154044	CABLE TIES (200)	\$109.33
01-59360	FASTENAL COMPANY	PO0154010	WEDGE ANCHOR	\$21.93
01-59360	FASTENAL COMPANY	PO0154123	V935 SCREWS	\$3.83
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0154172	PROLINE PATCH	\$1,804.80
01-80153	KINNUNEN, INC.	PO0154024	PADLOCK STATION/SPARK PLUGS	\$247.77
01-80246	ATWOODS	PO0154032	CHAIN	\$34.75
01-80246	ATWOODS	PO0154022	BOTTLED WATER	\$22.90
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154023	NUTS/BOLTS/SCREWS	\$11.66
<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>				<b>\$7,752.34</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

01-00146	CINTAS CORPORATION LOC. 624	PO0154035	UNIFORM RENTALS (30)	\$220.88
01-00878	BROWN'S SHOE FIT COMPANY	PO0153999	BOOTS/K MILLER	\$150.00
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$3,358.44
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$1,813.15
01-07030	GADES SALES CO., INC.	PO0154027	PROCESSOR	\$13.45
01-13017	MUNN SUPPLY, INC.	PO0154043	CYLINDER RENTAL	\$0.92
01-13017	MUNN SUPPLY, INC.	PO0154118	CYLINDER RENTAL	\$21.53
01-16008	PINKLEY SALES CO.	PO0154011	DOORS (12)/SQUARE BASE ASSEMBLY	\$228.00
01-16008	PINKLEY SALES CO.	PO0154153	CABLE (1000)/SURGE SUPPRESSOR PANEL	\$1,854.40
01-50210	LOWE'S HOME CENTERS, INC.	PO0154047	PAINT	\$38.76
01-80246	ATWOODS	PO0153998	LOGO COAT/COVERALLS/K MILLER	\$60.00
<b>TECHNICAL SERVICES TOTAL</b>				<b>\$7,759.53</b>

**FUND 10 DEPT 900 - LIBRARY**

01-00085	PITNEY BOWES	PO0154015	DOUBLE TAPE SHEETS (450)	\$169.56
01-01338	J & P SUPPLY, INC.	PO0154018	CLEANER	\$109.31
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$1,538.39
01-02658	LIBRARICA LLC	PO0154016	ANNUAL SOFTWARE UPDATES/SUPPORT RENEWAL	\$951.15
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$40.00
01-22006	VACUUM CENTER THE	PO0154005	BAGS/BRUSH ROLLER	\$57.79
01-39700	GARFIELD CO. LEGAL NEWS	PO0154002	MONTHLY SUBSCRIPTION RENEWAL 2/19	\$79.00
<b>LIBRARY TOTAL</b>				<b>\$2,945.20</b>

**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$158.55
01-03370	KRONOS INCORPORATED	PO0153681	TIME CLOCK UPGRADE	\$62,544.00
01-05005	ENID CONCRETE CO., INC.	PO0154083	M-1713A CONCRETE	\$77.00
01-16087	PORTERFIELD SURVEYING	PO0154122	R-0303S PROFESSIONAL SERVICE	\$858.50
<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>				<b>\$63,638.05</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$24.50
01-05570	PAYFLEX SYSTEMS USA, INC	PO0154051	FSA/DEP ACCOUNT FEES 2/19	\$359.45
01-70870	FOCUS INSTITUTE, INC.	PO0154173	EAP SERVICES 2/19	\$1,233.33
<b>HEALTH FUND TOTAL</b>				<b>\$1,617.28</b>

**FUND 20 DEPT 205 - AIRPORT**

01-00918	POTTER OIL CO, INC.	PO0154161	UNLEADED	\$1,106.55
01-00918	POTTER OIL CO, INC.	PO0154161	DIESEL	\$864.00
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$894.97
01-03122	CROWN PRODUCTS, INC.	PO0154145	BULK TANK FILTERS (8)	\$1,038.48
01-04684	OROSCO, NANCY	PO0154084	JANITORIAL SERVICE 2/19	\$187.50
01-05611	RSM DEVELOPMENT, INC.	PO0150088	A-1701B TERMINAL CONSTRUCTION	\$168,134.54

01-13017	MUNN SUPPLY, INC.	PO0153990	CYLINDER RENTAL	\$140.00
01-16145	PETTY CASH	PO0154128	REIMB/TRAVEL/OAOA MTG/D OHNESORGE	\$94.54
01-23053	WESTERN ENTERPRISES INC	PO0154019	OIL/ST	\$405.60
01-42160	DUSTY'S MOBILE LOCK & KEY SHOP	PO0154013	KEYS (10)/LABOR	\$80.00
01-66270	SOUTHWEST TRAILER	PO0150581	FUEL TANK RELOCATION	\$7,872.00
			<b>AIRPORT TOTAL</b>	<b>\$180,818.18</b>

**FUND 22 DEPT 000 - N.A.**

01-05241	CALLAWAY GOLF SALES CO	PO0154166	PRO SHOP/ST	\$363.06
01-05241	CALLAWAY GOLF SALES CO	PO0154167	PRO SHOP/ST	\$956.20
01-05241	CALLAWAY GOLF SALES CO	PO0154168	PRO SHOP/ST	\$13.52
01-05241	CALLAWAY GOLF SALES CO	PO0154169	PRO SHOP/ST	\$1,579.38
01-05241	CALLAWAY GOLF SALES CO	PO0154170	PRO SHOP/ST	\$1,564.14
01-05556	SKECHERS USA, INC.	PO0154181	PRO SHOP/ST	\$56.65
			<b>N.A. TOTAL</b>	<b>\$4,532.95</b>

**FUND 22 DEPT 225 - GOLF**

01-01338	J & P SUPPLY, INC.	PO0154100	AEROSOL	\$80.14
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$2,494.43
01-02539	BWI COMPANIES, INC.	PO0154165	HERBICIDE	\$1,088.46
01-04033	DOLESE BROTHERS CO., INC.	PO0153992	M-1704A SCREENINGS	\$288.79
01-05624	SPORTSTURF IRRIGATION	PO0154114	IRRIGATION REPAIR	\$783.20
01-05925	KANSAS GOLF AND TURF, INC.	PO0154195	CORE HARVESTER REPAIR	\$1,090.57
01-13017	MUNN SUPPLY, INC.	PO0154036	CYLINDER RENTAL	\$7.14
01-50210	LOWE'S HOME CENTERS, INC.	PO0154007	PAINT SPRAYER/PAINT/LUMBER	\$1,033.71
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154009	PAINT BRUSH/ROLLER COVER	\$32.74
			<b>GOLF TOTAL</b>	<b>\$6,899.18</b>

**FUND 30 DEPT 305 - STREET & ALLEY**

01-05005	ENID CONCRETE CO., INC.	PO0154083	CONCRETE	\$525.00
01-05851	JMB CONCRETE	PO0153326	M-1909C BRICK WALL REPAIR	\$3,650.00
01-19037	STANDARD TESTING & ENGINEERING	PO0153317	R-1911A2 PROFESSIONAL SERVICE	\$582.50
01-19037	STANDARD TESTING & ENGINEERING	PO0154121	R-1914C PROFESSIONAL SERVICE	\$216.00
			<b>STREET &amp; ALLEY TOTAL</b>	<b>\$4,973.50</b>

**FUND 31 DEPT 230 - UTILITY BILLING**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$373.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$20.00
01-04306	ST MARY'S PHYSICIANS ASSOC., LLC.	PO0153988	WC/MEDICAL	\$115.83
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$1,377.13
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0153982	TEMP EMPLOYEE	\$543.04
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0154177	TEMP EMPLOYEE	\$678.80
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0154130	TEMP EMPLOYEE (3)	\$1,764.88
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154069	INK CARTRIDGE	\$96.74
01-16004	PDQ PRINTING	PO0154127	TIME OFF CARDS (1000)	\$135.00
01-16145	PETTY CASH	PO0154134	REIMB/STORAGE KEY	\$3.38
			<b>UTILITY BILLING TOTAL</b>	<b>\$5,107.80</b>

**FUND 31 DEPT 760 - SOLID WASTE SERVICES**

01-00103	WARREN CAT, INC.	PO0154001	V251 CAP	\$66.00
01-00146	CINTAS CORPORATION LOC. 624	PO0154035	UNIFORM RENTALS (27)	\$229.23
01-00146	CINTAS CORPORATION LOC. 624	PO0154035	SHOP TOWEL SERVICE	\$41.84
01-00146	CINTAS CORPORATION LOC. 624	PO0154116	UNIFORM RENTALS (27)	\$229.23
01-00146	CINTAS CORPORATION LOC. 624	PO0154116	SHOP TOWEL SERVICE	\$41.84
01-00159	UNITED STATES GYPSUM COMPANY	PO0149832	CRUSHER RUN	\$579.50
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154137	V246 HARNESS	\$897.61
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154148	V246 FUEL SENSOR	\$2,485.96
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$2,593.98



01-02243	BB MACHINE & SUPPLY, INC.	PO0154094	V225/V267 HOSE	\$89.68
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0151417	V265 TRACK REPAIR	\$27,207.61
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0154176	V261 HYDRAULIC REPAIR	\$850.50
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0154152	V267 ALTERNATOR	\$1,923.06
01-04023	NEUROSCIENCE SPECIALISTS, PC	PO0154077	WC/MEDICAL	\$627.72
01-04023	NEUROSCIENCE SPECIALISTS, PC	PO0154141	WC/MEDICAL	\$2,877.61
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$11,656.63
01-04560	DOCUGUARD	PO0150434	RECYCLING CONTRACT 1/19	\$1,580.43
01-04943	JACK E MARSHALL, MD. LLC	PO0153985	WC/MEDICAL	\$15.93
01-05067	ENID GLASSWORKS, INC.	PO0154050	V228 WINDSHIELD INSTALL	\$245.00
01-05207	EMPIRE FINANCIAL, LLC	PO0150622	TRASH TRUCK LEASE 3/19	\$9,466.89
01-05207	EMPIRE FINANCIAL, LLC	PO0150623	TRASH TRUCK LEASE 3/19	\$5,052.27
01-05599	ARVEST BANK	PO0149579	TRASH TRUCK LEASE (3) 3/19	\$14,511.04
01-13017	MUNN SUPPLY, INC.	PO0154003	CYLINDER RENTAL	\$28.53
01-13017	MUNN SUPPLY, INC.	PO0154003	TORCH SYSTEM	\$343.85
01-30830	LOCKE SUPPLY, INC.	PO0154093	LED PANEL FRAME KIT	\$33.67
01-61010	B-K PROPANE, INC.	PO0154004	PROPANE	\$894.00
01-80246	ATWOODS	PO0154092	BOOTS/D CASH	\$149.99
<b>SOLID WASTE SERVICES TOTAL</b>				<b>\$84,719.60</b>

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

01-01338	J & P SUPPLY, INC.	PO0154018	TOWELS/TISSUE/LINERS	\$158.75
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$392.02
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0154164	TEMP EMPLOYEE (3)	\$1,333.23
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0154147	TEMP EMPLOYEE (12)	\$6,529.41
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0153789	ADOBE STANDARD 2017 LICENSE	\$258.51
<b>PUBLIC UTILITIES MGMT TOTAL</b>				<b>\$8,671.92</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

01-00046	AUTOMATION DIRECT, INC.	PO0152383	VARIABLE FREQUENCY DRIVE	\$2,436.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0154071	BOOTS (2)	\$369.00
01-01338	J & P SUPPLY, INC.	PO0154100	TISSUE DISPENSER/TOWELS	\$164.56
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$178.68
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$404.08
01-05830	EAGLE CARPORTS, INC.	PO0153677	CARPORT	\$7,000.00
01-05911	EMSL ANALYTICAL, INC.	PO0154000	ASBESTOS TESTING	\$152.70
01-05915	AT&T (WATER WELLS)	PO0154183	MONTHLY SERVICE 2/19	\$204.79
01-13017	MUNN SUPPLY, INC.	PO0154118	CYLINDER RENTAL	\$21.40
01-61010	B-K PROPANE, INC.	PO0154091	PROPANE	\$268.65
01-79980	PIONEER BUSINESS SOLUTION	PO0154082	MONTHLY SERVICE 3/19	\$39.81
<b>WATER PRODUCTION TOTAL</b>				<b>\$11,239.67</b>

**FUND 31 DEPT 795 - UTILITY MAINTENANCE**

01-00103	WARREN CAT, INC.	PO0154001	V342 HYDRAULIC OIL	\$154.70
01-00146	CINTAS CORPORATION LOC. 624	PO0154035	UNIFORM RENTALS (10)	\$84.23
01-00146	CINTAS CORPORATION LOC. 624	PO0154116	UNIFORM RENTALS (10)	\$84.23
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0154039	REBAR	\$47.00
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$598.79
01-02082	AT&T MOBILITY	PO0153169	IPADS (9)	\$2,789.91
01-04033	DOLESE BROTHERS CO., INC.	PO0153992	CRUSHER RUN/ROCK	\$2,864.60
01-04033	DOLESE BROTHERS CO., INC.	PO0154142	CRUSHER RUN	\$1,458.25
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$6,445.30
01-05005	ENID CONCRETE CO., INC.	PO0154083	CONCRETE	\$159.50
01-05005	ENID CONCRETE CO., INC.	PO0154149	CONCRETE	\$1,062.00
01-05830	EAGLE CARPORTS, INC.	PO0153054	CARPORT	\$7,000.00
01-13017	MUNN SUPPLY, INC.	PO0154003	CYLINDER RENTAL	\$59.22
01-15083	OK CONTRACTORS SUPPLY	PO0154049	BRASS FITTINGS (20)	\$600.00
01-80153	KINNUNEN, INC.	PO0154112	SAW BLADES (24)	\$79.97
01-80246	ATWOODS	PO0153998	HOOKS	\$14.98
<b>UTILITY MAINTENANCE TOTAL</b>				<b>\$23,502.68</b>

**FUND 31 DEPT 799 - WASTEWATER PLANT MGMT**

01-01338	J & P SUPPLY, INC.	PO0154018	TOWELS/TISSUE/LINERS	\$388.09
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$857.94
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$2,808.23
01-04687	EARNHEART OIL, INC.	PO0154156	EMERGENCY GENERATOR DIESEL	\$2,700.40
01-04967	ALFA LAVAL, INC.	PO0153674	BELT PRESS ROLLER	\$3,151.35
<b>WASTEWATER PLANT MGMT TOTAL</b>				<b>\$9,906.01</b>

**FUND 31 DEPT 956 - EMA CAPITAL REPLACE**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$132.25
<b>EMA CAPITAL REPLACE TOTAL</b>				<b>\$132.25</b>

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

01-01406	GUARANTEE ABSTRACT	PO0153993	M-1511A PROPERTY PURCHASE/LAHOMA ADDITION	\$20,000.00
01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 2/19	\$4,000.00
<b>E.E.D.A. TOTAL</b>				<b>\$24,000.00</b>

**FUND 33 DEPT 335 - V.D.A.**

01-00223	COOPER, MICHAEL G.	PO0154157	REIMB/TRAVEL/DOD CLEARING HOUSE	\$962.12
01-00223	COOPER, MICHAEL G.	PO0149891	VDA CONSULTING FEES 2/19	\$10,000.00
<b>V.D.A. TOTAL</b>				<b>\$10,962.12</b>

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

01-00418	KC ELECTRIC	PO0152384	P-1910C LIGHT POLE/CROSSLIN PARK	\$38,128.00
01-04033	DOLESE BROTHERS CO., INC.	PO0154097	P-1908C CONCRETE	\$555.00
01-04033	DOLESE BROTHERS CO., INC.	PO0154142	M-1701C CONCRETE	\$1,387.50
01-05005	ENID CONCRETE CO., INC.	PO0154038	M-1701C CONCRETE	\$1,841.88
01-16008	PINKLEY SALES CO.	PO0153316	R-1906C TRAFFIC CAMERA DETECTION	\$45,777.00
01-16087	PORTERFIELD SURVEYING	PO0153327	R-1805A PROFESSIONAL SERVICE	\$590.00
<b>CAPITAL IMPROVEMENT TOTAL</b>				<b>\$88,279.38</b>

**FUND 42 DEPT 425 - SANITARY SEWER FUND**

01-12007	LUCKINBILL, INC.	PO0152385	S-1901C PUMP SYSTEM REPAIR	\$23,500.00
<b>SANITARY SEWER FUND TOTAL</b>				<b>\$23,500.00</b>

**FUND 43 DEPT 435 - STORMWATER FUND**

01-05050	ENVIROTECH	PO0153318	F-1903A PROFESSIONAL SERVICE	\$3,500.00
01-05050	ENVIROTECH	PO0152486	F-1906A PROFESSIONAL SERVICE	\$1,250.00
01-16087	PORTERFIELD SURVEYING	PO0152034	F-1905A PROFESSIONAL SERVICE	\$21,405.00
<b>STORMWATER FUND TOTAL</b>				<b>\$26,155.00</b>

**FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND**

01-04500	CROSS, RALPH S	PO0153994	W-1704A UTILITY/ACCESS EASEMENT	\$12,082.00
01-05060	BRYAN KROEKER REVOCABLE TRUST	PO0153679	W-1912R4 PROPERTY PURCHASE/W CHESTNUT/WHEATRIDGE	\$415,210.50
01-05897	GATES, BRIAN N	PO0153955	W-1912R1 WATERLINE EASEMENT	\$10,375.00
01-05898	EDGAR D SNYDER REVOCABLE TRUST	PO0153945	W-1912R1 WATERLINE EASEMENT	\$15,550.00
01-05899	H.T. RANCH, LLC	PO0153946	W-1912R1 WATERLINE EASEMENT	\$19,325.00
01-05900	MARY GRACE ULRICH REVOCABLE TRUST	PO0153956	W-1912R1 WATERLINE EASEMENT	\$7,687.50
01-05901	PAM NICHOLSON & HENRY DEAN NICHOLSON	PO0153948	W-1912R1 WATERLINE EASEMENT	\$7,375.00
01-05902	NANCY B ANDERSON REVOCABLE TRUST	PO0153949	W-1912R1 WATERLINE EASEMENT	\$7,687.50
01-05903	H.T. RANCH, LLC K063	PO0153951	W-1912R1 WATERLINE EASEMENT	\$10,550.00
01-05904	JASON BROWN & NATASHA BROWN	PO0153952	W-1912R1 WATERLINE EASEMENT	\$1,150.00
01-05905	SHELTON HORTON & CARRIE HORTON	PO0153953	W-1912R1 WATERLINE EASEMENT	\$2,975.00

01-05906	GATES, PATRICIA R	PO0153954	W-1912R1 WATERLINE EASEMENT	\$5,750.00
01-05916	MICHAEL ANN BRADY	PO0154179	W-1912R1 WATERLINE EASEMENT	\$3,250.00
01-05917	PAUL ANDREW WYCKOFF	PO0154182	W-1912R1 WATERLINE EASEMENT	\$3,250.00
01-05918	SHARP LAND & CATTLE COMPANY	PO0154184	W-1912R1 WATERLINE EASEMENT	\$1,437.50
01-05919	DMJ LAND COMPANY LLC	PO0154185	W-1912R1 WATERLINE EASEMENT	\$1,437.50
01-05920	GARY A KEELER	PO0154187	W-1912R1 WATERLINE EASEMENT	\$4,825.00
01-05921	DANE R BONFY & ORALIA BONFY	PO0154188	W-1912R1 WATERLINE EASEMENT	\$12,275.00
01-05922	J&F LAND & CATTLE LLC	PO0154189	W-1912R1 WATERLINE EASEMENT	\$10,125.00
01-05923	H.T. RANCH LLC	PO0154191	W-1912R1 WATERLINE EASEMENT	\$10,325.00
01-05924	STEVE GRIFFITH & CRYSTAL GRIFFITH	PO0154192	W-1912R1 WATERLINE EASEMENT	\$3,550.00
01-05617	ANGLIN PUBLIC RELATIONS	PO0153680	W-1912PR KAW LAKE PUBLIC RELATIONS	\$12,930.77
<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>				<b>\$579,123.27</b>

**FUND 50 DEPT 505 - 911**

01-66190	AT&T	PO0154150	MONTHLY SERVICE 2/19	\$1,465.28
<b>911 TOTAL</b>				<b>\$1,465.28</b>

**FUND 51 DEPT 515 - POLICE**

01-00232	LYLE'S BODY SHOP, INC	PO0153979	V2041 BODY REPAIR	\$478.65
01-00232	LYLE'S BODY SHOP, INC	PO0153965	V2041 BODY REPAIR	\$4,443.27
01-00916	BAYSINGER POLICE SUPPLY	PO0150266	UNIFORMS (2)	\$128.48
01-01338	J & P SUPPLY, INC.	PO0154018	TOWELS/TISSUE/LINERS/AEROSOL	\$881.02
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$4,398.26
01-01988	BOARD OF TESTS FOR ALCOHOL/DRUG IN	PO0153976	INTOX TRAINING/S MCCARTER	\$62.00
01-02515	ENID EYE OPTICAL, INC.	PO0154089	SAFETY GLASSES/A ELDER	\$156.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0153991	SECURITY CONSOLE 1/19	\$100.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0153975	PAPER	\$575.00
01-03921	EXPRESS SCRIPTS, INC.	PO0154078	WC/MEDICAL/J ALLISON	\$11.64
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0153973	BALLASTS (15)	\$386.25
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0153978	OLETS FEE 1/19	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$3,754.38
01-04916	RF RESULTS, LLC	PO0154138	RADIO REPAIR (4)	\$304.53
01-05601	WATCHGUARD, INC.	PO0153669	REDACTIVE SOFTWARE/MAINTENANCE	\$6,245.00
01-05910	3SI SECURITY SYSTEMS, INC.	PO0153980	ANNUAL USAGE/TRACKING (2)	\$432.00
01-13145	MID-AMERICA WHOLESALE, INC.	PO0153974	COFFEE/CUPS/CREAMER	\$378.30
01-16004	PDQ PRINTING	PO0153971	BUSINESS CARDS/D ALBRIGHT	\$45.00
01-16145	PETTY CASH	PO0154136	REIMB/POSTAGE	\$4.05
01-46560	GROOM CLOSET	PO0153972	K9 DOG FOOD	\$36.13
01-79290	SIGN SHACK THE	PO0153977	V2041 DECALS (2)	\$370.00
<b>POLICE TOTAL</b>				<b>\$23,539.96</b>

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

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$48.98
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0154162	MONTHLY SERVICE 1/19	\$2,102.40
01-15127	OK NATURAL GAS	PO0154190	MONTHLY SERVICE 1/19	\$970.74
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0154158	HOTEL TAX 1/19	\$43,984.98
<b>E.E.C.C.H. TOTAL</b>				<b>\$47,107.10</b>

**FUND 65 DEPT 655 - FIRE**

01-00612	PHYSICIANS GROUP, LLC	PO0153989	WC/MEDICAL/J MCALISTER	\$88.74
01-00712	INTERNATIONAL CODE COUNCIL - IL	PO0154103	BOOKS (2)	\$152.00
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154020	GASKET	\$10.00
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154108	V1040/V1042 POWER STEERING FILTERS (2)	\$24.26
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154108	V1029 TURBO CONTROL VALVE	\$839.08
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154108	V1040 AIR COMPRESSOR SEALS (2)	\$15.64
01-01338	J & P SUPPLY, INC.	PO0154105	CLEANER	\$176.57
01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$4,961.90
01-02017	A W BRUEGGEMANN CO., INC.	PO0154095	BOLTS (25)	\$40.90
01-02363	CONRAD FIRE EQUIP., INC.	PO0154178	V1040 DRIVESHAFT/FILTERS (2)	\$1,280.61
01-02363	CONRAD FIRE EQUIP., INC.	PO0154178	V1042 MOTOR	\$786.78

01-03109	CASCO INDUSTRIES, INC.	PO0154159	FOAM PAILS (10)	\$1,050.00
01-03921	EXPRESS SCRIPTS, INC.	PO0154078	WC/MEDICAL/K BACON	\$53.57
01-04217	TRUTH VERIFICATION POLYGRAPH SERVI	PO0154106	POLYGRAPH (2)	\$550.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$49.33
01-05907	JACKSON DIAMOND JEWELERS, INC.	PO0153957	FIREFIGHTER OF YEAR AWARDS (2)	\$3,000.00
01-12007	LUCKINBILL, INC.	PO0154101	MONTHLY ALARM INSPECTION 2/19	\$250.00
01-13016	MANN'S RENTAL	PO0154099	FIRE EXT REFILL (2)	\$131.80
01-15020	OK FIRE CHIEFS ASSOC	PO0154098	OFCA WINTER WORKSHOP (3)	\$250.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0154180	CHAMOIS (2)/BULBS (4)/BRUSH	\$94.73
01-30830	LOCKE SUPPLY, INC.	PO0154102	LIGHT FIXTURE/BULB	\$159.44
01-37890	OK STATE UNIVERSITY	PO0154107	BLS PROVIDER CARDS (2)	\$10.00
01-56880	CHIEF SUPPLY	PO0154096	SWITCH (6)	\$42.49
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0154104	BOOTS (2)	\$549.71
			<b>FIRE TOTAL</b>	<b>\$14,567.55</b>

**FUND 82 DEPT 825 - CLEET**

01-02587	OK BUREAU OF NARCOTICS	PO0153960	MONTHLY REIMB 1/19	\$15.00
01-03274	CLEET	PO0153958	MONTHLY REIMB 1/19	\$5,551.00
01-55470	OK STATE BUREAU INVESTIGATION	PO0153959	MONTHLY REIMB AFIS 1/19	\$5,451.74
01-55470	OK STATE BUREAU INVESTIGATION	PO0153959	MONTHLY REIMB FORENSIC 1/19	\$5,215.48
			<b>CLEET TOTAL</b>	<b>\$16,233.22</b>

**FUND 99 DEPT 995 - EPTA**

01-01783	JP MORGAN CHASE	PO0154155	CHASE PAYMENT	\$776.99
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154075	WAREHOUSE PARTS 1/19	\$2,402.12
01-05187	LOWERY & ASSOCIATES, INC.	PO0154079	WC/TRANSCRIPT	\$106.50
01-19047	AT & T	PO0153970	MONTHLY SERVICE 2/19	\$330.74
			<b>EPTA TOTAL</b>	<b>\$3,616.35</b>

**COMBINED BREAKDOWN OF TOTALS**

EMA	\$143,279.93
EEDA	\$24,000.00
EPTA	\$3,616.35
REMAINING FUNDS	\$1,223,327.75
<b>TOTAL CLAIMS</b>	<b>\$1,394,224.03</b>

**PURCHASING CARD CLAIMS LIST**

3-5-19

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

1000BULBS.COM	PO0154155	LED BULBS (44)	272.70
AT&T*PREMIER EBIL	PO0154155	IPAD DATA PLAN 2/19	109.44
LOWES #00205*	PO0154155	ICE MELT/SPREADER	105.11

**ADMINISTRATIVE SERVICES TOTAL 487.25**

**FUND 10 DEPT 110 - HUMAN RESOURCES**

AMAZON.COM*MB3BY7962	PO0154155	NOTEPADS/PENS	16.81
BINDERTEK	PO0154155	BINDERS	75.02
INDEED	PO0154155	ACTIVE RECRUITMENT SUBSCRIPTION FEE	100.00
STAPLES 00106633	PO0154155	CARDSTOCK	19.99

**HUMAN RESOURCES TOTAL 211.82**

**FUND 10 DEPT 120 - LEGAL SERVICES**

OKCOUNTYRECORDS.COM	PO0154155	OKCOUNTYRECORDS.COM MONTHLY SUBSCRIPTION	10.00
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**LEGAL SERVICES TOTAL 10.00**

**FUND 10 DEPT 140 - SAFETY**

AT&T*BILL PAYMENT	PO0154155	IPAD DATA PLAN 2/19	33.24
SQ *SQ *DAYLIGHT DONUT	PO0154155	MEAL (13)/SAFETY REP MEETING	10.49
STAPLES 00106633	PO0154155	INK CARTRIDGES (3)/FOLDERS	396.74

**SAFETY TOTAL 440.47**

**FUND 10 DEPT 150 - PR/ETN/MARKETING**

AT&T*PREMIER EBIL	PO0154155	IPAD DATA PLAN 2/19	13.24
VIDEObLOCKS 888-353-14	PO0154155	VIDEO SOFTWARE	198.00

**PR/ETN/MARKETING TOTAL 211.24**

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

MCALISTER'S DELI 727	PO0154155	MEAL/COMMISSION MEETING	318.55
RANAF LODGING	PO0154155	LODGING/KWAST MEETING/G PANKONIN	237.00

**GENERAL GOVERNMENT TOTAL 555.55**

**FUND 10 DEPT 210 - ACCOUNTING**

APT US&C	PO0154155	APT US&C CONF REGISTRATIONS (2)	790.00
AT&T*PREMIER EBIL	PO0154155	IPAD DATA PLAN 2/19	13.24
CHILI'S STILLWATER	PO0154155	MEAL/OMCTFOA CONF/J SMITH	19.00
FUZZY'S TACO SHOP	PO0154155	MEAL/OMCTFOA CONF/J SMITH	11.28
GREENSHADES SOFTWARE	PO0154155	2018 TAX FORM UPLOAD FEE	82.25
NAPOLIS ITALIAN RESTAU	PO0154155	MEAL (8)/EMP APPRECIATION	123.00
RED LOBSTER 0828	PO0154155	MEAL/OMCTFOA CONF/J SMITH	37.78

**ACCOUNTING TOTAL 1,076.55**

**PURCHASING CARD CLAIMS LIST**

3-5-19

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

EVERNOTE	PO0154155	EVERNOTE YEARLY SUBSCRIPTION RENEWAL	69.99
PAYPAL *OKLAHOMAMUN	PO0154155	OML MEMBERSHIP/S ANDERSON	65.00

**RECORDS & RECEIPTS TOTAL** **134.99**

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AT&T*PREMIER EBIL	PO0154155	IPAD DATA PLAN 2/19	13.24
MCALISTER'S DELI 727	PO0154155	MEAL (4)/SMARTFILL TRAINING	41.91
WWW.NEWEGG.COM	PO0154155	HARD DRIVE DOCK	33.02

**INFORMATION TECHNOLOGY TOTAL** **88.17**

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

AT&T*PREMIER EBIL	PO0154155	TABLET DATA PLAN 2/19	111.94
INT'L CODE COUNCIL INC	PO0154155	IPMC TEST/B HENRY	209.00

**CODE ENFORCEMENT TOTAL** **320.94**

**FUND 10 DEPT 400 - ENGINEERING**

WWW.NEWEGG.COM	PO0154155	WIRELESS KEYBOARD/MOUSE COMBO	89.98
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**ENGINEERING TOTAL** **89.98**

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

029 BRAUMS STORE	PO0154155	MEAL (12)/DEPT MEETING	17.97
AT&T*BILL PAYMENT	PO0154155	IPAD DATA PLAN 2/19	78.98
ENID WINNELSON CO	PO0154155	O-RINGS/PLUMBERS GREASE	38.84
KINNUNEN SALES AND REN	PO0154155	SAFETY VESTS (3)	60.00
LOCKE SUPPLY WHC ENID	PO0154155	DIFFUSER/DUCT STRAP	102.58
LOWES #00205*	PO0154155	VIDEO CONNECTORS	7.97
WAL-MART #0499	PO0154155	COFFEE	20.44

**PUBLIC WORKS MGMT TOTAL** **326.78**

**FUND 10 DEPT 710 - FLEET MGMT**

AMZN MKTP US*MI99L4001	PO0154155	STEAMER	25.98
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**FLEET MGMT TOTAL** **25.98**

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

ACE HDWE	PO0154155	KEYS/PLIERS/WRENCH	27.76
AMZN MKTP US*MB42X2WY2	PO0154155	MOWER VALVE	30.95
AT&T*BILL PAYMENT	PO0154155	IPAD DATA PLAN 2/19	116.20
ENID WINNELSON CO	PO0154155	WATER LINE REPAIR FITTINGS	41.77
INT*IN *D.A.L. SECURIT	PO0154155	ALARM MONITORING/SERVICE CALL	142.00
LOWES #00205*	PO0154155	MARKING PAINT/ICE MELT/SHELVING	1,258.91
WAKO LLC	PO0154155	SPRAY NOZZLES/TIPS/WASHERS	44.72
WAL-MART #0499	PO0154155	LED SHOP LIGHTS (8)	134.96

**PARKS & RECREATION TOTAL** **1,797.27**

## PURCHASING CARD CLAIMS LIST

3-5-19

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

AMZN MKTP US*MB94K69L2	PO0154155	LOGO HOODIES (2)	38.81
AT&T*PREMIER EBIL	PO0154155	IPAD DATA PLAN 2/19	93.42

<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>	<b>132.23</b>
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**FUND 10 DEPT 750 - TECHNICAL SERVICES**

2000 CED	PO0154155	350' WIRE/BREAKERS/CABLE/TERMINALS	1,391.13
ACE HDWE	PO0154155	TIE DOWN/ROD	16.97
AMAZON.COM*MI3R14M61	PO0154155	PUNCH DOWN TOOL	69.37
AMZN MKTP US*MI2FE9J22	PO0154155	LOGO HOODIE/D STUBBS	16.00
AT&T*PREMIER EBIL	PO0154155	IPAD DATA PLAN 2/19	142.68
FASTENAL COMPANY01	PO0154155	CASTER/LOCTITE	70.69
INDUSTRIAL MATERIALS	PO0154155	LOCK SET	25.00
JP SUPPLY	PO0154155	BATH TISSUE/TOWELS/TRASH LINERS	595.66
KINNUNEN SALES AND REN	PO0154155	RECHARGEABLE DRILL BATTERIES (2)	169.99
LOWES #00205*	PO0154155	SCREWDRIVER SET/BUCKETS	70.65
SIGNWAREHOUSE.COM	PO0154155	INK CARTRIDGE/LAMINATE	399.97
STUART C IRBY	PO0154155	RECEPTACLES (10)/PHOTOCELLS	128.93
VULCAN INC	PO0154155	ALUMINUM BLANKS	126.70
WALGREENS #5531	PO0154155	GREETING CARD	3.59
WW STARR LUMBER ENID	PO0154155	SHIMS/LUMBER	73.12
WWW.NEWEGG.COM	PO0154155	HARD DRIVE	57.99

<b>TECHNICAL SERVICES TOTAL</b>	<b>3,358.44</b>
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**FUND 10 DEPT 900 - LIBRARY**

0742 AMC OAKWOOD MALL	PO0154155	TEEN PROGRAM SUPPLIES	40.00
ACE HDWE	PO0154155	ROPE/SNAP-LINK	12.97
AMZN MKTP US*MI5RN71D1	PO0154155	WIPES/COFFEE/GLOVES/SIGN	256.38
BRODART BOOKS	PO0154155	BOOKS (50)	716.57
FAMILY DOLLAR #2065	PO0154155	CHILDRENS PROGRAM SUPPLIES	21.50
HOBBY-LOBBY #0008	PO0154155	CHILDRENS PROGRAM SUPPLIES	42.24
LOWES #00205*	PO0154155	ICE MELT	65.88
PUTNAM SIX	PO0154155	BOOKS (6)	98.81
PUTNAM SIX	PO0154155	TEEN PROGRAM SUPPLIES	25.00
TEACHERSPAYTEACHERS.CO	PO0154155	TEEN PROGRAM SUPPLIES	15.00
THEEVENTSCALPLUGINS	PO0154155	EVENT CALENDAR PLUG-IN	89.00
WM SUPERCENTER #499	PO0154155	TEEN PROGRAM SUPPLIES	98.53
WM SUPERCENTER #499	PO0154155	WINTER READING CONTEST PRIZES	56.51

<b>LIBRARY TOTAL</b>	<b>1,538.39</b>
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**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

CARTER PAINT COMPANY	PO0154155	M-1713A PAINT	158.55
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<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>158.55</b>
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**FUND 14 DEPT 145 - HEALTH FUND**

JUMBO FOODS	PO0154155	BALLOONS/HEALTH FAIR	24.50
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<b>HEALTH FUND TOTAL</b>	<b>24.50</b>
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## PURCHASING CARD CLAIMS LIST

3-5-19

**FUND 20 DEPT 205 - AIRPORT**

AMAZON.COM*MI51H7AG2	PO0154155	WRENCH/FUSES	46.51
BRUCKNER TRUCK SALES,	PO0154155	BATTERIES	328.16
ENID WINNELSON CO	PO0154155	FAUCET CARTRIDGE	60.21
FLAMING AUTOMOTIVE	PO0154155	(CREDIT) SALES TAX REFUND	(17.22)
HYATT PLACE HURST	PO0154155	LODGING/FAA CONVENTION/K COOK	237.02
JUMBO II LLC	PO0154155	PILOT SNACKS	38.46
LOWES #00205*	PO0154155	ROOF VENT	112.85
STAPLES 00106633	PO0154155	INK CARTRIDGE/PAPER	88.98

<b>AIRPORT TOTAL</b>	<b>894.97</b>
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**FUND 22 DEPT 225 - GOLF**

DNH*GODADDY.COM	PO0154155	WEBSITE HOSTING	215.64
GOVT LIQUIDATION	PO0154155	TELEVISION	128.88
SOUTH CENTRAL SECTION	PO0154155	REGIST/PGA CONF/J DARNOLD	180.00
SP * VEGASCARTS.COM	PO0154155	BELTS/RANGE CART	70.68
T&W TIRE ENID	PO0154155	CART TIRES (10)	445.00
WAL-MART #0499	PO0154155	COFFEE POT	99.00
WW STARR LUMBER ENID	PO0154155	M-1704A FORM BOARDS/SIDING	49.82
YAMAHA GOLF CAR COMPAN	PO0154155	GOLF CART REPAIRS	1,305.41

<b>GOLF TOTAL</b>	<b>2,494.43</b>
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**FUND 31 DEPT 230 - UTILITY SERVICES**

FOUR J'S TIRE SERV	V371 TIRES (4)	373.00
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<b>UTILITY SERVICES TOTAL</b>	<b>373.00</b>
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**FUND 31 DEPT 760 - SOLID WASTE**

AT&T*BILL PAYMENT	IPAD DATA PLAN 2/19	243.60
ATWOOD 01 ENID	BOTTLED WATER	167.16
FOUR J'S TIRE SERV	V223 TIRES (2)	554.00
FOUR J'S TIRE SERV	V247 TIRES (2)	997.00
MCDONALD'S F10300	MEAL/COVANTA TOUR/S MORRIS	22.26
SHERATON MIDWEST CITY	LODGING/CLASS A WATER TEST/S MORRIS	297.00
STANLEYS WRECKER	V214 TOW	200.00
WAL-MART #4390	COFFEE/CREAMER/SUGAR	104.92
WHATABURGER 1041	MEAL/CLASS A WATER TEST/S MORRIS	8.04

<b>SOLID WASTE TOTAL</b>	<b>2,593.98</b>
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**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

LOWES #00205*	PANELING	302.40
STAPLES 00106633	INK CARTRIDGE	48.96
WAL-MART #0499	COFFEE	20.44
WW STARR LUMBER ENID	TILE BLADES	20.22

<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>392.02</b>
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**PURCHASING CARD CLAIMS LIST**

3-5-19

**FUND 31 DEPT 790 - WATER PRODUCTION**

DOWNTOWN THREADS	LOGO SHIRTS (5)	178.68
<b><u>WATER PRODUCTION TOTAL</u></b>		<b><u>178.68</u></b>

**FUND 31 DEPT 795 - UTILITY MAINTENANCE**

6465 DOMINOS PIZZA	MEAL (3)/EMPLOYEE APPRECIATION	53.36
AT&T*PREMIER EBIL	IPAD DATA PLAN 2/19	204.16
DEPT OF ENV QUALITY	DEQ TEST (2)	124.00
KINNUNEN SALES AND REN	LIMESTONE	161.28
STAPLES 00106633	BATTERY BACKUP	55.99
<b><u>UTILITY MAINTENANCE TOTAL</u></b>		<b><u>598.79</u></b>

**FUND 31 DEPT 799 - WASTEWATER PLANT MGMT**

USA BLUE BOOK	TRANSDUCER/HANGERS	857.94
<b><u>WASTEWATER PLANT MGMT TOTAL</u></b>		<b><u>857.94</u></b>

**FUND 31 DEPT 956 - CAPITAL EQUIPMENT REPLACEMENT**

STREAKWAVE WIRELESS	SECTOR CONTROLLER ANTENNA	132.25
<b><u>CAPITAL EQUIPMENT REPLACEMENT</u></b>		<b><u>132.25</u></b>

**FUND 51 DEPT 515 - POLICE**

AUTRY TECHNOLOGY CENTE	REGIST (2)/CPR INSTRUCTOR COURSE	600.00
EL PATIO MEXICAN GRILL	MEAL (5)/OHP MEETING	41.81
ENID GLASSWORKS	V2059 WINDSHIELD	200.00
GALLS	UNIFORMS/PARKING COMPLIANCE	221.07
GOLDEN'S GAS & GRILL	V2069 FUEL/CLEET TRAINING	25.00
JUMBO FOODS	FLORAL ARRANGEMENT	154.97
PHILLIPS 66 - FIESTA M	V2122 FUEL/SWAT MEETING	10.00
POLICEONE	REGIST (2)/TASER INSTITUTE	990.00
SHELL OIL 574427064QPS	V2069 FUEL/CLEET TRAINING	13.08
SQ *SQ *PULSE TECHNOLO	HANDHELD RADAR	680.00
SRN INC	CRIME SCENE CANOPY	524.00
THE RADAR SHOP	RADAR REPAIRS (11)	929.00
USPS PO 3928270415	SHIPPING FEES	9.33
<b><u>POLICE TOTAL</u></b>		<b><u>4,398.26</u></b>

**FUND 60 DEPT 605 - EECCH**

AT&T*PREMIER EBIL	TABLET DATA PLAN 2/19	48.98
<b><u>EECCH TOTAL</u></b>		<b><u>48.98</u></b>

**FUND 65 DEPT 655 - FIRE**

AMAZON.COM*MI9W66OL2	ROWING MACHINE/GLOVES/SCANNER/RADIO	1,170.97
AT&T K008 9969	IPAD PRO	679.99
ATWOOD 01 ENID	SUMP PUMP/COTTER PINS	82.77
BB MACHINE & SUPPLY IN	V1029 AIR DRYER HOSE	200.58
BEARING RUBBER HYDRAUL	V1040 HOSE/FITTING (2)	18.92

**PURCHASING CARD CLAIMS LIST**

3-5-19

HOME2 SUITES STILLWATE	(CREDIT) TAX REFUND	(15.68)
HON*ANALYTICS INC.	POSICHEK CALIBRATION	735.00
INT'L CODE COUNCIL INC	ICC MEMBERSHIP RENEWAL/K HELMS	135.00
JUMBO FOODS	FIREFIGHTER/POLICEMAN OF THE YEAR RECEPTION	55.14
MERRIFIELD OFFICE & SC	MARKER BOARD CLEANER/ERASER/MARKERS	23.33
NFPA NATL FIRE PROTECT	ONLINE TRAINING/SPRINKLER SYSTEMS/K HELMS	224.95
OREILLY AUTO #0188	V1015 WIPER BLADES	39.98
PAYPAL *SCOTTRAN	VOICE AMP/BRACKETS	248.95
POLLARDWATER.COM #3326	HYDRANT TESTING GAUGES (8)	472.00
STAPLES 00106633	PRINTERS (2)/INK CARTRIDGES (2)/SCANNER	826.43
THE UPS STORE 5063	SHIPPING FEES	17.36
UNITED LINEN	KITCHEN/SHOP TOWELS	37.72
WINCHELL S # 580	MEAL/DEPT MEETING	8.49

**FIRE TOTAL** 4,961.90

**FUND 99 DEPT 995 - EPTA**

AUTOZONE #0505	DEICER (12)	35.88
CHRYSLER JACKSON CHRYS	V8577 PULLEYS	682.37
STAPLES 00106633	LAMINATING POUCHES	58.74

**EPTA TOTAL** 776.99

**JP MORGANCHASE CLAIMS LIST TOTAL** \$ 29,691.29

**City Commission Meeting**

11.1.

**Meeting Date:** 03/05/2019

**Submitted By:** Alissa Lack, City Clerk

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**SUBJECT:**

**ACCEPT A 35-FOOT PUBLIC UTILITY AND ACCESS EASEMENT FROM RALPH S. CROSS AND DORIS A. CROSS, MAJOR COUNTY, OKLAHOMA, FOR INSTALLATION OF A NEW WELL AND RAW WATERLINE IMPROVEMENTS, PROJECT NO. W-1704A, IN THE AMOUNT OF \$12,082.00, AND AUTHORIZE PAYMENT.**

**BACKGROUND:**

This item was previously approved under City of Enid Consent, at the meeting of February, 21, 2019. However, because the easement is being granted to the Enid Municipal Authority, the item has been brought for consideration of the Trustees of the Authority.

This item will accept a 35 foot wide, 2758 foot long utility easement covering the proposed raw waterline to the well site in the Ringwood Well Field. The easement is located in the NW/4 of Section 12, Township 21 North, Range 11 West, Major County.

The Enid Municipal Authority's offer of \$12,082.00 has been accepted by the Cross family.

**RECOMMENDATION:**

Accept Public Utility and Access Easement.

**PRESENTER:**

Murali Katta, P.E., Project Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$12,082.00

**Funding Source:**

Water Capital Improvement Fund, 44-445-9151

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**Attachments**

Cross

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

January 09, 2019

Ralph S. Cross  
Route 1, Box 512A  
Ringwood OK 73768

Re: Utility and Access Easement  
**OFFER LETTER**

Dear Mr. Cross:

As you know, the City of Enid has a negotiated a water rights contract with you, dated November 18, 2014. The contract includes terms which allow the City of Enid to acquire a utility and access easement to install waterline, electric service lines and drill a production well.

The City of Enid presents this Offer Letter to acquire these necessary easements as referenced in the attached location maps.

The City of Enid's offer is as follows:

- To acquire an easement 1,847 yards at \$6.00 per yard (as shown on location maps):**
- Eleven Thousand Eighty-two Dollars (\$11,082.00)**
- Well production site: One Thousand Dollars (\$1000.00)**
- Total of Twelve Thousands Eighty -Two Dollars ( \$12,082.00)**

This is a firm offer, made according to the negotiated contract as mentioned above.

The Invoice Affidavit and the Easement Instrument are also attached for your signatures. My office is available to notarize these documents.

If you have any questions or other concerns, please contact me at 580-616-7236

We appreciate your consideration.

Respectfully,

Murali Katta, P.E.  
Project Engineer

Enclosures: Location Map, Invoice Affidavit, Easement Instrument.

I accept the City of Enid's offer.

Ralph S. Cross  
Ralph S. Cross

1-11-2019  
Date

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

## PUBLIC UTILITY & ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Ralph S. Cross and Doris A. Cross, a married couple, "Grantor," in consideration of the sum of One dollar and Zero cents (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto Enid Municipal Authority, Garfield County, Oklahoma, a Public Trust, "Grantee," for the use and benefit of the public, a public access easement and right of way under, over, and across the following described real property and premises, situated in Major County, State of Oklahoma, to-wit:

DESCRIPTION:

**A tract of land lying in the Northwest Quarter of (NW/4) of Section 12, Township 21 North, Range 11 West of the Indian Meridian, Major County, Oklahoma and further described as**

**Commencing at the Northeast corner of said section;  
Thence West along the North line (S89° 42'33"W) of said Section for a distance of 3962.17 feet; to the point of beginning,**

**Thence South 0° 33'35"West for a distance of 447.22 feet;  
Thence South 07° 52'03"West for a distance of 993.76 feet;  
Thence South 33° 44' 47"West for a distance of 988.60 feet;  
Thence North 89° 58'54" East for a distance of 72.37 feet;  
Thence South 0° 01'05"East for a distance of 330.13 feet;  
Thence South 89° 40'39"West for a distance of 330.00 feet  
Thence North 0° 05'14"East for a distance of 332.36 feet;  
Thence South 89° 54'46"East for a distance of 215.03 feet;  
Thence North 33° 43'58"East for a distance of 1004.21 feet  
Thence North 7° 53'12"East for a distance of 980.51 feet  
Thence North 0° 32'47"East for a distance of 447.40 feet  
Thence South 89° 42'32"East for a distance of 35.10 feet to the point of beginning.**

**Said tract containing 4.6 acres more or less.**

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

The Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

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



**ACCEPTANCE BY THE ENID MUNICIPAL AUTHORITY**

The foregoing water rights purchase is hereby accepted by the Enid Municipal Authority, a public trust, Enid, Oklahoma, on this 5th day of March, 2019.

**ENID MUNICIPAL AUTHORITY,  
a Public Trust**

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William E. Shewey, Chairman

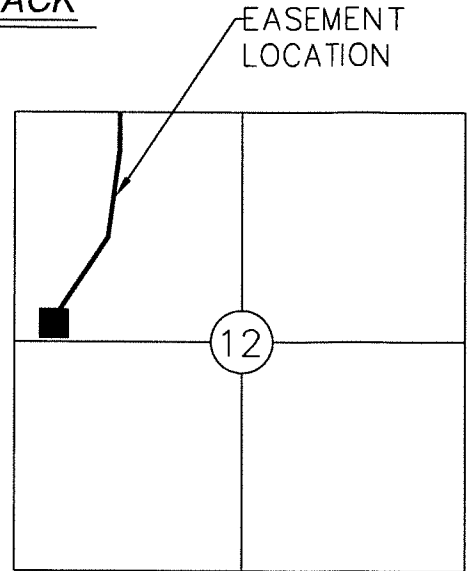
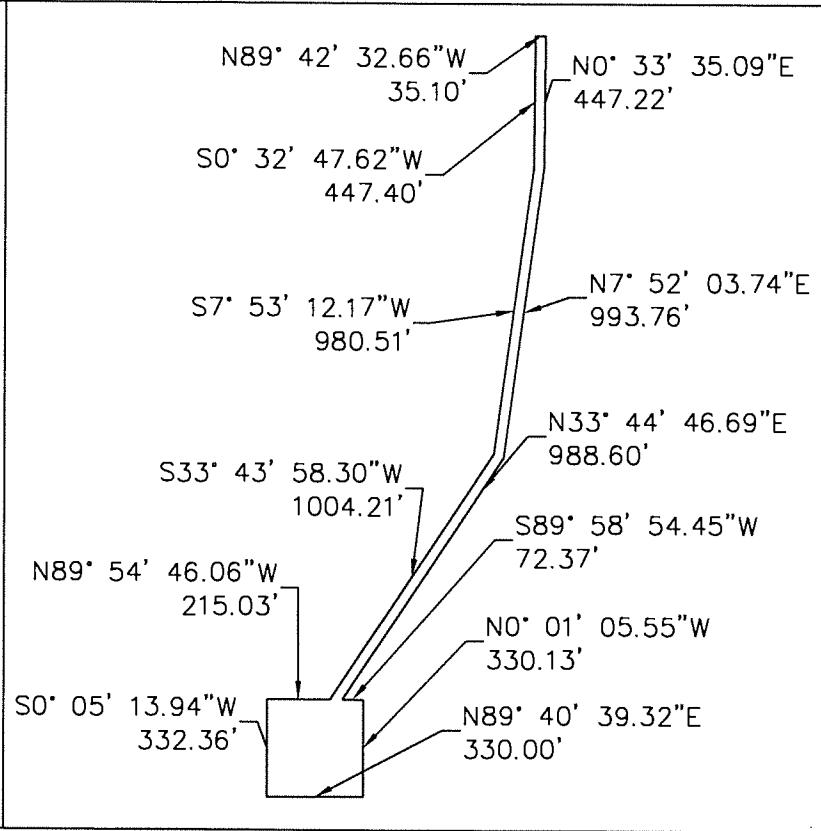
(SEAL)

ATTEST:

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Alissa K. Lack, Secretary

UNPLATTED LAND TRACK



LOCATION MAP



LEGAL DESCRIPTION

A tract of land lying in the Northwest Quarter of (NW/4) of Section 12, Township 21 North, Range 11 West of the Indian Meridian, Major County, Oklahoma and further described as

Commencing at the Northeast corner of said section;  
Thence West along the North line (S89°42'33\"W) of said Section for a distance of 3962.17 feet; to the point of beginning,

Thence South 00°33'35\"West for a distance of 447.22 feet;  
Thence South 07°52'03\"West for a distance of 993.76 feet;  
Thence South 33°44'47\"West for a distance of 988.60 feet;  
Thence North 89°58'54\" East for a distance of 72.37 feet;  
Thence South 00°01'05\"East for a distance of 330.13 feet;  
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Thence North 00°05'14\"East for a distance of 332.36 feet;  
Thence South 89°54'46\"East for a distance of 215.03 feet;  
Thence North 33°43'58\"East for a distance of 1004.21 feet  
Thence North 07°53'12\"East for a distance of 980.51 feet  
Thence North 00°32'47\"East for a distance of 447.40 feet  
Thence South 89°42'32\"East for a distance of 35.10 feet to the point of beginning.

Soid tract containing 4.6 acres more or less



The City Of Enid, Oklahoma  
401 West Owen K. Garriott Road  
P.O. Box 1768  
Enid, Oklahoma 73702  
Telephone: (580) 234-0400 Fax: (580) 234-8948

DATE	JANUARY 7, 2019
PROJECT #	W-1701A
DRAWN BY	MK
PAGE	1 OF 1



**CLAIM OR INVOICE AFFIDAVIT**

STATE OF OKLAHOMA )  
COUNTY OF GARFIELD )

SS:

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. The affidavit further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, money or any other thing of value to obtain payment of the award of the contract.

Invoice Number

\$ 12,082.00

Invoice Amount

Ralph S. Cross

Signature - Owner Architect, Contractor, Supplier, Engineer, or Supervisory Official

Company Name (Print or Type)

Route 1, Box 512A

Address

Ringwood, OK 73768

City, State, Zip Code



Subscribed and sworn to before me this 11 day of January, 2019.

Jacqueline M. Cook

, Notary Public

My commission Expires: 05-21-2022

**City Commission Meeting**

**11.2.**

**Meeting Date:** 03/05/2019

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$143,279.93.**

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**City Commission Meeting**

**14.1.**

**Meeting Date:** 03/05/2019

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$24,000.00.**

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**City Commission Meeting**

17.1.

**Meeting Date:** 03/05/2019

**Submitted By:** Cary Huffhines, Executive Assistant

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**SUBJECT:**

**CONSIDER A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, FOR A GRANT UNDER 49 U.S.C. SECTION 5311, NON-URBANIZED AREA FORMULA PROGRAM.**

**BACKGROUND:**

This resolution will authorize the filing of an application with the Oklahoma Department of Transportation, to seek FTA Section 5311 Program financial assistance for the purpose of operating a rural public transit system in the City of Enid. If approved, the grant will provide funding in the EPTA's operational budget to assist with costs as a rural transit provider.

**RECOMMENDATION:**

Consider resolution and take appropriate actions.

**PRESENTER:**

Mary Beth Williams, EPTA General Manager

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**Attachments**

Resolution

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## **RESOLUTION**

**Res.#5311-2019-2020**

### **A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, FOR A GRANT UNDER 49 U.S.C. SECTION 5311, NONURBANIZED AREA FORMULA PROGRAM.**

**WHEREAS**, pursuant to Chapter 53 of Title 49 U.S.C., Secretary of Transportation is authorized to make grants for mass transportation projects; and,

**WHEREAS**, the Oklahoma Department of Transportation, hereinafter referred to as the Department, is submitting a Section 5311 Nonurbanized Area Formula Grant application to the Federal Transit Administration, hereinafter referred to as the FTA; and,

**WHEREAS**, the Enid Public Transportation Authority, hereinafter referred to as Applicant, wishes to receive financial assistance pursuant to the FTA Section 5311 Program funds that will be made available under this grant; and,

**WHEREAS**, the Applicant will be required to execute a contract to receive the financial assistance pursuant to the FTA Section 5311 Program grant; and,

**WHEREAS**, the contract will impose certain obligations upon the Applicant in accordance with the provisions under the Chapter 53 of Title 49 U.S.C., as amended.

**NOW, THEREFORE**, be it resolved by the Enid Public Transportation Authority by and through its Board of Trustees:

1. That Mary Beth Williams, General Manager for the Enid Public Transportation Authority, is authorized to:
  - a. Submit a grant application to the Department seeking FTA Section 5311 Program financial assistance for the purpose of operating a rural public transit system in the City of Enid, Oklahoma.
  - b. Execute certifications and assurances or any other documents as may be required by the Department and/or FTA, for the purpose of receiving said grant.
  - c. Furnish such additional information as the Department and/or FTA may require in connection with the application of the project.
  - d. Set forth and execute Disadvantaged Business Enterprise policies and procedures only in connection with the projects' procurement needs.

**PASSED AND APPROVED** this 5th day of March, 2019.

Enid Public Transportation Authority

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William E. Shewey, Chairman

(SEAL)

ATTEST:

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Alissa K. Lack, Secretary

Approved As To Form and Legality:

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Carol Lahman, City Attorney

**City Commission Meeting**

**17.2.**

**Meeting Date:** 03/05/2019

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,616.35.**

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