



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

BOARD OF COMMISSIONERS

NOTICE OF REGULAR MEETING

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

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

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 3, 2013.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
 - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.

5.2 RECOGNIZE "KEEP ENID BEAUTIFUL" FOR THEIR BEAUTIFICATION EFFORTS AND DONATION TO THE WILLOW AND VAN BUREN ENHANCEMENT PROJECT.

6. HEARINGS.

6.1 CONDUCT A PUBLIC HEARING TO CLOSE THE UTILITY EASEMENT SITUATED ON PARTS OF LOTS THREE (3) AND FOUR (4), BLOCK ONE (1), KINGS GARDENS ADDITION TO THE CITY OF ENID, LOCATED UNDERNEATH THE SOUTH END OF THE HOMELAND BUILDING.

BACKGROUND: This is a companion to Item 8.12. The City received a request to close a utility easement. Pursuant to Title 7, Chapter 1 of the Enid Municipal Code and Title 11, Chapter 42 of the Oklahoma Statutes, all required parties were notified by mail. Neither SuddenLink nor Oklahoma Natural Gas have registered objections to the closing.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None.

RECOMMENDATION: Conduct Public Hearing.

PRESENTER: Andrea L. Chism, City Attorney.

7. COMMUNITY DEVELOPMENT.

7.1 NONE.

8. ADMINISTRATION.

8.1 CONSIDER AN AGREEMENT WITH BURLINGTON NORTHERN SANTA FE RAILWAY (BNSF) FOR PROJECT NO. F-1205, A LOCALIZED DRAINAGE IMPROVEMENT PROJECT ON, AND DOWNSTREAM OF, RAILWAY PROPERTY LOCATED AT 411 W. CHESTNUT.

BACKGROUND: This project contributes to the City's goal of eliminating structural flooding. The W. B. Johnston Grain Company, located on West Chestnut Avenue between Van Buren Street and Washington Street, experiences flooding during high rainfall incidents.

BNSF has committed to drainage improvements on their railway property south of the affected Johnston Grain Company property. This agreement ensures BNSF and the City will participate in 50% cost share, up to

\$150,000.00, for placing approximately 700 feet of storm water pipe on the public right-of-way. The City will pursue bids in March 2014, with work to be completed in 120 days after an award.

The cost estimate for the new storm water pipe work is \$300,000.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Storm Water Fund.

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

RECOMMENDATION: Approve Agreement.

PRESENTER: Robert Hitt, P.E., City Engineer.

- 8.2 **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 7, ENTITLED "ANIMAL CONTROL" ARTICLE A, ENTITLED "DOGS, CATS, FERRETS AND POTBELLED PIGS," SECTIONS 5-7A-1 THROUGH 5-7A-4, AND 5-7A-7 TO GOVERN DOGS, CATS, FERRETS AND POTBELLED PIGS AND ATTACKS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER ANIMALS WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

These amendments will increase the penalty for failure to register and/or immunize dogs, cats, ferrets or pot bellied pigs; increase the penalty and move from a class system of offenses to a specific fine for owning, or failing to comply with City regulations regarding dangerous dogs or potentially dangerous dogs; increase the penalty and move from a class system of offenses to a specific fine for failure to surrender an animal requiring quarantine due to rabies or other communicable disease; and to identify the City dog park as a designated no-leash dog area and increase the penalty and move from a class system of offenses to a specific fine for failing to leash a dog on City owned property in an area other than those designated no-leash dog areas.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.3 CONSIDER ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 7, CURRENTLY ENTITLED "ANIMAL CONTROL," SECTIONS 5-7-3, 5-7-5, AND 5-7-7 THROUGH 5-7-10 TO GOVERN DOMESTIC ANIMALS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER ANIMALS WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

These amendments will increase the penalty for fowl and livestock running at large and to move from a class system of offenses to a specific fine; increase the penalty for the keeping of swine, increase the penalty for cruelty to animals and to move from a class system of offenses to a specific fine; to create a penalty for the keeping of diseased animals; create a penalty for failure to provide shelter to animals; to increase the penalty for loud animals and to move from a class system of offenses to a specific fine; and to increase the penalty for the keeping of livestock and to move from a class system of offenses to a specific fine.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.4 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 6 ENTITLED

"MINORS," ARTICLE C, ENTITLED "ENHANCED VIOLATIONS," SECTION 5-6C-3, TO INCREASE THE PUNISHMENT FOR FAILURE TO ATTEND OR TO SEND SCHOOL-AGED CHILDREN TO SCHOOL AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

This amendment will increase the penalty and move from a class system of offenses for failure to attend or compel attendance of school.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.5 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "GENERAL OFFENSES," CHAPTER 6, ENTITLED "MINORS," ARTICLE B, ENTITLED "CURFEW," SECTION 5-6B-4, TO INCREASE THE PENALTY AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

This amendment will increase the penalty and move from a class system of offenses for curfew violations.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.6 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 6 ENTITLED "MINORS" ARTICLE A, CURRENTLY ENTITLED "TOBACCO PRODUCTS," SECTIONS 5-6A-2 THROUGH 5-6A-7, TO CONTROL THE SALE AND DISTRIBUTION OF TOBACCO TO MINORS WITHIN THE CITY OF ENID CITY LIMITS RESPONSIBLY AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER THESE ACTIVITIES WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

These amendments will increase the penalty for the violation of restrictions on tobacco vending machines; decrease the penalties for a first offense of selling tobacco to a minor, increase the penalty for third and subsequent offenses and move from a class system of offenses to specific fines; decrease the penalty for possession of tobacco by a minor and move from a class system of offenses to specific fines; move from a class system of offenses for violating the regulations regarding public access to tobacco products; and create a penalty for selling tobacco paraphernalia to minors.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.7 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 8, ENTITLED "VEHICLE EQUIPMENT," SECTIONS 6-8-1 THROUGH 6-8-5, TO DESCRIBE PROPER EQUIPMENT, USE AND PENALTIES WITHIN THE CITY OF ENID CITY LIMITS. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

These amendments will create a specific penalty for operating a vehicle which violates the State's equipment laws; create a specific penalty for the improper use of lights; create a specific penalty for the failure to secure a load; create a specific penalty for the use of compression braking or engine braking; and create a specific penalty for the violation of window tinting regulations.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.8 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 6, ENTITLED "PARKING IN SPACES DESIGNATED FOR DISABLED PERSONS," SECTION 6-6-7, TO ESTABLISH THE PUNISHMENT FOR PARKING UNLAWFULLY IN A SPOT DESIGNATED FOR PHYSICALLY DISABLED PERSONS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

This amendment will establish the penalty for unlawfully parking in a spot designated for physically disabled persons.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.9 AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 8, ENTITLED "NOISE," SECTION

5-8-1, TO REGULATE AND INCREASE THE PENALTY FOR SOUND AMPLIFICATION WITHIN THE CITY OF ENID CITY LIMITS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

This amendment will increase the penalty and move from a class system of offenses for violating the sound amplification ordinance.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.10 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TO RENAME TITLE 3, CHAPTER 12 TO "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS"; SECTION 3-12-1, ENTITLED "DEFINITIONS," TO ADD DEFINITIONS FOR SECONDHAND DEALERS AND SCRAP METAL DEALERS; SECTION 3-12-2, ENTITLED "REGULATORY FEE REQUIRED," TO ADD SCRAP METAL AND SECONDHAND DEALERS TO THE LICENSING REQUIREMENTS ALREADY IN PLACE FOR PAWNBROKERS; SECTION 3-12-3, ENTITLED "COPY OF REPORTS OF BUY OR PAWN TRANSACTIONS" TO RENAME THE SECTION TO "ELECTRONIC RECORDS AND REPORTS" AND REPLACE HARD COPY REPORTING WITH ELECTRONIC REPORTING; SECTION 3-12-4, ENTITLED "EXAMINATION, INVESTIGATIONS AND ACCESS TO RECORDS," TO CREATE PRESUMPTIONS AND TO REQUIRE THE KEEPING OF ELECTRONIC RECORDS FOR A PERIOD OF TIME; SECTION 3-12-6, ENTITLED "PROHIBITED PRACTICES," TO EXPAND THIS SECTION TO GOVERN ALL COVERED BUSINESSES; REPEALING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 13, ENTITLED "SECONDHAND DEALERS" BECAUSE SECONDHAND DEALERS HAVE BEEN INCLUDED IN CHAPTER 12; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the December 3, 2013 Study Session.

These amendments will require pawn shops, second hand dealers, and scrap metal dealers to use online reporting of all purchases to assist in the recovery of stolen property by the Enid Police Department and other law enforcement agencies.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.11 CONSIDER A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO LEVY AGAINST THE TAX ROLLS A JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA, ENTERED IN FAVOR OF ELDON R. STEPHENS IN THE AMOUNT OF \$40,375.00; APPROVING AN AGREEMENT ACKNOWLEDGING SUCH JUDGMENT, PROVIDING FOR THE PAYMENT OF SUCH JUDGMENT IN EXCHANGE FOR THE CITY'S PROMISE TO REPAY SUCH JUDGMENT FROM COLLECTED TAX LEVIES.

BACKGROUND: This is a companion to Item 12.1. Eldon R. Stephens was a Heavy Equipment Operator with the Solid Waste Services Department. On July 27, 2012, he injured his back in a motor vehicle accident which subsequently resulted in surgery. On July 22, 2013, Mr. Stephens reached Maximum Medical Improvement with permanent restrictions. Mr. Stephens is no longer employed by the City of Enid. This case was resolved by Compromise Settlement before the Worker's Compensation Court on December 4, 2013 and Mr. Stephens was awarded \$40,375.00 with no continuing medical or other compensation.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Tax Rolls.

ATTACHMENTS: Resolution and Acknowledgment of Judgment.

RECOMMENDATION: Approve Resolution.

PRESENTER: Andrea Chism, City Attorney.

- 8.12 CONSIDER AN ORDINANCE TO CLOSE THE UTILITY EASEMENT SITUATED ON PARTS OF LOTS THREE (3) AND FOUR (4), BLOCK ONE (1), KINGS

GARDENS ADDITION TO THE CITY OF ENID, LOCATED UNDERNEATH THE SOUTH END OF THE HOMELAND BUILDING.

BACKGROUND: This is a companion to Item 6.1. The City received a request to close this utility easement. Pursuant to Title 7, Chapter 1 of the Enid Municipal Code and Title 11, Chapter 42 of the Oklahoma Statutes, all required parties were notified by mail. Neither SuddenLink nor Oklahoma Natural Gas have registered objections to the closing.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Andrea Chism, City Attorney.

- 8.13 CONSIDER A RESOLUTION OF SUPPORT TO CARLAND GROUP, LLC, OKLAHOMA CITY, OKLAHOMA, TO CONSTRUCT A 35 UNIT HOUSING DEVELOPMENT LOCATED IN ENID CITY LIMITS, EAST OF THE INTERSECTION OF VALLEY VIEW ROAD AND FORESTRIDGE DRIVE.**

BACKGROUND: This item will fulfill a proposal rating criterion under the Oklahoma Housing Finance Agency's (OHFA) Affordable Housing Tax Credit Program. Under OHFA's competitive rating system, proposals garner points for tangible contributions directly related to proposed developments. To qualify for points, contributions must reduce total development costs or add to the value of proposed developments and be specifically related to developments. They may include but are not restricted to, cash donations, waivers of fees, or donations in kind. Additionally, this commitment will reduce total development costs and the amount of first mortgage, bolstering eligibility for federal funding. The estimated offset basis is \$14,500.00.

2013-2014 BUDGETED ITEM: Not applicable.

ATTACHMENTS: Resolution, Letter, and Location Map.

RECOMMENDATION: Approve Resolution.

PRESENTER: Bill Shewey, City Mayor.

- 9. CONSENT.**

9.1 ACCEPT TWO (2), 5-FOOT WIDE UTILITY EASEMENTS FROM WES MADISON FOR DEVELOPMENT AT 4218 N. 4TH STREET.

BACKGROUND: This item will accept utility easements to increase an existing 10-foot utility easement to twenty feet where a sanitary sewer main is located.

These easements are part of the requirement for Site Plan approval and are provided at no cost to the City.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Accept Utility Easements.

PRESENTER: Robert Hitt, P.E., City Engineer.

9.2 APPROVE ADDITIONAL SERVICES WITH ENVIROTECH ENGINEERING & CONSULTING, INC., ENID, OKLAHOMA, FOR INSPECTION AND TESTING SERVICES ON THE EVENT CENTER CONSTRUCTION, PROJECT NO. M-1109B-7.

BACKGROUND: Inspection and testing services for the Enid Event Center and Convention Hall were awarded to Envirotech Engineering & Consulting on January 27, 2012 in the amount of \$49,663.00.

Five (5) amendments totaling \$40,000.00 have been approved for call backs, retesting, and re-inspections.

A majority of these additional costs are due to re-inspection and follow-up of discrepancies due to the general contractor's actions. On December 27, 2012, \$23,944.00 was deducted from the general contractor's contract for these re-tests, and consequently, a future deduct in the amount of \$8,050.00 will be presented.

Amendment No. 6 is presented to add \$4,000.00 for re-inspection, follow-up of discrepancies, close-out of the original scope of work, and the addition of aggregate testing for the North parking lot.

All work is complete and this will close out all re-testing costs for the Event Center building construction.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve additional services with Envirotech Engineering & Consulting, Inc. in the amount of \$4,000.00.

PRESENTER: Robert Hitt, P.E., City Engineer.

9.3 APPROVE CHANGE ORDER NO. 1 WITH RICK LORENZ CONSTRUCTION, ENID, OKLAHOMA, FOR AMERICANS WITH DISABILITIES ACT (ADA) INTERSECTION IMPROVEMENTS, PROJECT NO. R-1309A.

BACKGROUND: This project provides for the construction of ADA sidewalk ramps and pedestrian signals at the following intersections:

- Garriott Road and Cleveland Street
- Garriott Road and 10th Street
- Van Buren Street and Broadway

Change Order No. 1 adds \$7,520.00 for new signal heads at Garriott Road and 10th Street, and at Van Buren Street and Broadway, as the existing signal heads are not in compliance with the current Manual for Uniform Traffic Control Devices. The revised total contract amount is \$300,875.24.

To be compliant, new installations or modifications requiring “permissive” left-turn movements, (permitted but required to yield while the oncoming through traffic has a green light) must have a flashing yellow arrow, not a green ball. No change was required at Garriott Road and Cleveland Street, since the left-turn movement is not “permissive” at this intersection.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

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

RECOMMENDATION: Approve Change Order No. 1.

PRESENTER: Robert Hitt, P.E., City Engineer.

- 9.4 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR SLUDGE PUMP AND PIPING MODIFICATIONS TO SERVE THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, CONTRACTS 1 AND 2, S-0703P.

BACKGROUND: ODEQ approved the construction permit for the sludge building pump and piping modifications at the Water Reclamation Facility.

Contract 1 will provide for the installation of two (2) Moyno pumps, control panels, and piping to mix Primary Sludge with Waste Activated Sludge.

Contract 2 will provide for improvements of the sludge piping system and will construct a merging line for the Primary Sludge and Waste Activated Sludge lines outside the sludge pumping building; and install 2,900 LF of 6-inch HDPE DR9 pipe from the sludge pumping building to the existing 10-inch sludge line at the Water Pollution Control Plant.

This project will consolidate the sludge management system, improve sludge transfer operations, and reduce the cost of sludge treatment by eliminating excess water usage.

Upon acceptance of Permit No. ST000024130886 by the Commission, it will be recorded as permanent record.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Accept ODEQ Permit.

PRESENTER: Robert Hitt, P.E., City Engineer.

- 9.5 AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 1400-1900 WEST RUPE AVENUE WATERLINE EXTENSION, PROJECT NO. W-1401A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND: This project will extend approximately 2,600 linear feet of 10-inch waterline from the elevated water storage tank in Meadowlake Park to Cleveland Street along Rupe Avenue, and tie to the existing 10-inch water line servicing Vance Air Force Base. This project is

part of the Green Study that was submitted to the Oklahoma Department of Environmental Quality.

Four (4) bids were received:

Luckinbill, Inc.	\$ 168,898.00
Matthews Trenching	\$ 234,455.00
Goins Enterprises	\$ 272,070.00
Continental Construction	\$ 290,009.00

Luckinbill, Inc. submitted the lowest, responsive bid in the amount of \$168,898.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Water Capital Improvement Fund.

ATTACHMENTS: Canvass of Bids.

RECOMMENDATION: Award a contract to Luckinbill, Inc., and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Robert Hitt, P.E., City Engineer.

9.6 CONSIDERATION AND DENIAL OF TORT CLAIM OF RICHARD POTTS, BARBARA MCHENDRY, JOHN QUIGGLE & TERESA RAKE, AND KENNY & LACY KING.

BACKGROUND: On October 16, 2013, Richard Potts at 1620 South Quincy Street submitted a tort claim for property damage in the amount of \$35,600.00. The claim alleged that sewer backed up in the living room, bathroom and basement. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

On August 28, 2013, Barbara McHendry at 1401 Gannon Avenue submitted a tort claim for property damage in the amount of \$632.68. The claim alleged that a City of Enid trash truck damaged the driver side mirror of her 2011 Cadillac Escalade. The City forwarded that claim to its insurer, OMAG, which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

On September 24, 2013, John Quiggle and Teresa Rake at 310 Wellington Avenue submitted a tort claim for property damage in the amount of \$15,000.00. The claim alleged that a berm located behind the residence failed in several locations causing flooding throughout the home. The City forwarded that claim to its insurer, OMAG, which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

On September 24, 2013, Kenny and Lacy King at 306 Wellington Avenue submitted a tort claim for property damage in the amount of \$3,885.55. The claim alleged that a berm located behind the residence failed in several locations causing flooding throughout the home. The City forwarded that claim to its insurer, OMAG, which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Deny tort claims.

PRESENTER: Andrea Chism, City Attorney.

9.7 APPROVE AND EXECUTE LOCAL FUNDING PROGRAM CONTRACT WITH ENID REGIONAL DEVELOPMENT ALLIANCE.

BACKGROUND: In accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid found that the above local program met and served a proper public purpose and appropriated \$600,000.00 for the local program in the City of Enid's Fiscal Year 2013-2014 budget. The City of Enid establishes the terms and conditions with which the local programs shall comply in order to receive funding.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Contract.

RECOMMENDATION: Approve and execute local program funding contract.

PRESENTER: Andrea Chism, City Attorney.

- 9.8 APPROVE THE PURCHASE OF WORKERS' COMPENSATION EXCESS INSURANCE THROUGH MIDWEST EMPLOYERS CASUALTY COMPANY, CHESTERFIELD, MISSOURI.

BACKGROUND: Workers' Compensation Excess Insurance protects the City from catastrophic loss. The City retains the first \$1 million of liability and additional (or excess liability) is borne by the insurer.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve the purchase of Workers' Compensation Excess Insurance through Midwest Employers Casualty Company in the amount of \$112,831.00.

PRESENTER: Andrea Chism, City Attorney.

- 9.9 APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,043,873.92.

ATTACHMENTS: List of claims.

10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.

- 12.1 APPROVE AN AGREEMENT ACKNOWLEDGING AND PROVIDING FOR THE PAYMENT OF THE JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA ENTERED IN FAVOR OF ELDON R. STEPHENS.

BACKGROUND: This is a companion to Item 8.11.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Tax Rolls.

ATTACHMENTS: Acknowledgment of Judgment.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

12.2 APPROVAL OF CLAIMS IN THE AMOUNT OF \$91,980.19.

ATTACHMENTS: List of claims.

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

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

15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15.1 APPROVAL OF CLAIMS IN THE AMOUNT OF \$746.00.

ATTACHMENTS: List of claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. PUBLIC DISCUSSION.

18. ADJOURN.

MINUTES OF REGULAR MEETING OF
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST
HELD ON THE 3RD DAY OF DECEMBER 2013

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in regular meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 6:30 P.M. on the 3rd day of December 2013, pursuant to notice given by December 15, 2012 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 2nd day of December 2013.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: None.

Staff present were City Manager Eric Benson, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Chris Gdanski, Chief Financial Officer Jerald Gilbert, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Director of Long Range Planning Whitney Box, Safety Director Billy McBride, Director of Aviation Dan Ohnesorge, and Ex-Officio Member Col. Darren James.

Pastor Brad Mendenhall from World Harvest Church gave the Invocation, and Mr. Chris Bauer led the Flag Salute.

Motion was made by Commissioner Stuber to approve the minutes of the regular Commission meeting of November 19, 2013, with the amendment to correct the motion on Item 12.4, Approval of Claims In The Amount Of \$1,224.00.

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

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

NAY: None.

Mr. William Breeze presented a two-year old French Bull Dog/Boston Terrier mix, available for adoption at the Enid Animal Shelter.

A hearing was held regarding the rezoning of Lots 1-12, Block 18, Garfield Addition, located at 1714 South 4th Street, from "R-3" Residential Mobile Home Neighborhood District to "C-1" Light Commercial District.

Opening comments were made by Planning Administrator Chris Bauer who stated that this item concerned the vacant property at 1714 South 4th Street, located across from the New View Apartments. He stated that the applicant, Forgotten Ministries, was proposing to construct a shop/warehouse facility at the site to use during the repair and maintenance of the New View Apartments.

A video depicting Forgotten Ministries' mission and plans to renovate the apartments was presented.

Mr. Bauer advised commissioners that water and sewer infrastructure was adequate to support the higher intensity use, but fire flows were extremely low. He stated that a broken valve had been repaired, which had increased the flows, but not to the level of adequate fire protection. He noted that the Fire

Marshall had indicated he would approve the site plan for this project if the applicant was willing to sprinkle the facility, but went on to say that as repairs continued to be made in the area, and fire flows increased, that requirement may not be necessary.

Mr. Bauer stated that staff was concerned that residential roads in the area would not be adequate for commercial delivery use. However, after conferring with the applicant, he had been assured that no deliveries would be made by semi-tractor or trailer type delivery vehicles, and felt that the road system would be adequate.

In closing, Mr. Bauer stated that it was staff's recommendation that the rezoning be approved.

Commissioner Ezzell stated that in interest of full disclosure, his firm had performed work on this project, and he would not participate in discussion or voting on this issue for that reason.

There being no further comments, the hearing concluded.

Motion was made by Commissioner Stuber and seconded by Commissioner Wilson to adopt an ordinance rezoning Lots 1-12, Block 18, Garfield Addition, located at 1714 South 4th Street, from Class "R-3" Residential Mobile Home Neighborhood District, to "C-1" Light Commercial District, and the vote was as follows:

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

NAY: None.

Commissioner Ezzell absent from vote.

ORDINANCE NO. 2013-52

AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2003, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.

Brief discussion was held with respect to an ordinance creating Chapter 7 in Title 7 of the Enid Municipal Code, 2003, entitled "Art In Public Places."

A brief review of the ordinance, that would implement an Arts in Public Places Program to incentivize art through public/private partnerships and/or a percentage based on construction costs of public improvements projects, was provided by Ms. Whitney Box, Director of Long Range Planning.

Motion was made by Commissioner Stuber to approve said ordinance, with the amendment to increase the membership on the Visual Arts Commission from five (5) members to seven (7) members.

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

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

NAY: None.

ORDINANCE NO. 2013-53

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2003, CREATING TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 11, ENTITLED "ART IN PUBLIC PLACES," SECTION 7-11-1, ENTITLED "PURPOSE," TO INCLUDE THE PURPOSE OF THIS CHAPTER; CREATING SECTION 7-11-2, ENTITLED "DEFINITIONS" TO DEFINE ALL RELEVANT TOPICS; CREATING SECTION 7-11-3, ENTITLED "FUND ESTABLISHED," TO ALLOW FOR THE CREATION OF THE ART IN PUBLIC PLACES FUND AND ESTABLISH USE OF THE FUND; CREATING SECTION 7-11-4, ENTITLED "ADMINISTRATION," TO ALLOW FOR THE CREATION OF THE VISUAL ARTS COMMISSION; CREATING SECTION 7-11-5, ENTITLED "MEMBERSHIP OF THE VISUAL ARTS COMMISSION," TO ESTABLISH THE DUTIES AND FUNCTIONS AS WELL AS THE MEMBERSHIP REQUIREMENTS FOR THE VAC; CREATING SECTION 7-11-6, ENTITLED "GUIDELINES," TO OUTLINE THE OBJECTS FOR THE VAC; CREATING SECTION 7-11-7, ENTITLED "POLICIES AND PROCEDURES FOR PROCESSING ARTWORK PURCHASES," TO OUTLINE REQUIREMENTS FOR THE ACQUISITION AND PLACEMENT OF ALL ARTWORK; CREATING SECTION 7-11-8, ENTITLED "SELECTION AND DISPLAY STANDARDS," TO SET FORTH THE MINIMUM STANDARDS OF ARTWORK SELECTION AND DISPLAY; CREATING SECTION 7-11-9, ENTITLED "DISPLAY OF ART IN PUBLIC PLACES," TO OUTLINE CONDITIONS OF PARTNERSHIP FOR THE ACQUISITION OF ARTWORK; CREATING SECTION 7-11-10, ENTITLED "DEDICATION FOR ART," TO ALLOW FOR A MAJOR CONSTRUCTION PROJECT DEDICATED FUNDING OPTION; CREATING SECTION 7-11-11, ENTITLED "ADMINISTRATION, INSTALLATION, MAINTENANCE AND REPAIR," TO OUTLINE THE RESPONSIBILITIES OF THIS PROGRAM; CREATING SECTION 7-11-12, ENTITLED "OWNERSHIP", TO SPECIFY THAT ALL ACQUIRED ARTWORK WILL BE SOLELY OWNED BY THE CITY OF ENID; CREATING SECTION 7-11-13, ENTITLED "CITY COUNCIL REVIEW," TO ENABLE CONTINUAL REVIEW OF THIS TITLE.

Discussion was held regarding contract award for Project No. S-0703P, Contract 1, Clean Water State Revolving Fund No. ORF-09-0019-CW, Water Reclamation Facility (WRF) Sludge Building Modification. It was noted that the lowest responsible bid was submitted by Luckinbill, Inc., Enid, Oklahoma, in the amount of \$124,500.00.

City Engineer Robert Hitt provided a brief overview of the project which would provide for the installation of two (2) additional pumps, control panels, and piping in the WRF, to mix primary sludge with waste activated sludge to consolidate the sludge management system, improve the sludge transfer operation, and reduce the cost of sludge treatment by eliminating excess water usage.

Following further discussion, motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to award said contract to Luckinbill, Inc., and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

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

NAY: Commissioner Vanhooser.

Motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to award a contract for Project No. R-1404A, Downtown Signal Pole Painting, to the lowest responsible bidder, S. Crow Painting, Inc., Enid, Oklahoma, in the amount of \$91,891.00, and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Ezzell and seconded by Commissioner Stuber to approve Amendment No. 2 to the Owner-Engineer Agreement dated April 16, 2013, with Cobb Engineering Company, which will provide for construction administration of the Southgate Road Realignment Project to facilitate the extension of Runway 17/35 at Enid Woodring Regional Airport, and reduce the design fee

in Amendment No. 1 to said agreement by \$5,000.00, due to the necessity of purchasing additional land to relocate the road slightly to the southeast, in the amount of \$20,380.00, and the vote was as follows:

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

NAY: Commissioner Timm.

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve Amendment No. 3 to the Owner-Engineer Agreement dated April 16, 2013, with Cobb Engineering Company, which will provide for the design of plans and specifications, and grant administration services, for the extension of Runway 17/35 at Enid Woodring Regional Airport, in the amount of \$237,000.00, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to award a contract for Project No. R-1316A, Southgate Road Realignment, to the lowest responsible bidder, Cummins Construction Company, Inc., Enid, Oklahoma, in the amount of \$783,524.70, and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Ezzell to adopt an ordinance repealing Section 3-9A-1 in Article A, Chapter 9, Title 3 of the Enid Municipal Code, 2003, entitled "Rates And Charges Generally," to remove the requirement that the City of Enid approve any requested change in taxi rates, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2013-54

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” CHAPTER 9, ENTITLED “PUBLIC CONVEYANCE VEHICLES,” ARTICLE A, ENTITLED “OPERATIONAL RULES AND REGULATIONS,” REPEALING SECTION 3-9A-1, ENTITLED “RATES AND CHARGES GENERALLY,” TO REMOVE THE REQUIREMENT FROM THE CITY OF ENID ORDINANCES REGARDING THE APPROVAL OF TAXI RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

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

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

NAY: None.

- (1) Approval of Change Order No. 2 with Continental Construction, LLC, in Project No. M-1201A, Pedestrian Trail Project, Phase III, which will deduct \$275.00 from the contract to adjust for final quantities placed, for a total revised contract amount of \$495,790.93;
- (2) Approval of Change Order No. 1 with Henson Construction Company, in Project No. M-1206A, Cleveland Street Trailhead Modified Project, which will deduct \$241.00 from the contract to adjust for final quantities placed, for a total revised contract amount of \$349,001.00;
- (3) Approval of Change Order No. 2 with Luckinbill, Inc., in Project No. W-1105A, Van Buren Waterline Extension, which will deduct \$163,577.46 from the contract to adjust for final quantities placed, for a total revised contract amount of \$2,082,420.35; and acceptance of said project completed by the contractor;
- (4) Approval of award and execution of contract for Fiber Optic Internet Service, to the lowest responsible bidder, AT&T Corporation, Enid, Oklahoma, in the amount of \$1,505.20 per month for 36 months;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY-

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

ABSENT: None.

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

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

NAY: None.

(List Claims)

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

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

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

ABSENT: None.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

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

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

NAY: None.

The meeting adjourned at 7:11 P.M.

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 7, ENTITLED "ANIMAL CONTROL" ARTICLE A, ENTITLED "DOGS, CATS, FERRETS AND POTBELLIED PIGS," SECTIONS 5-7A-1, 5-7A3 THROUGH 5-7A-4, AND 5-7A-7 TO GOVERN ANIMALS RUNNING AT LARGE AND ATTACKS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER ANIMALS WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 7, Article A, Section 5-7A-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7A-1: REGISTRATION AND INOCULATION REQUIREMENTS:

- A. Registration Required: Every person who owns or has charge, care, custody, possession or control of any dog, cat, ferret or potbellied pig over the age of six (6) months shall register it annually with the police department.
- B. Inoculate Dogs, Cats ~~A~~and Ferrets; Examine Potbellied Pigs:
 - 1. Inoculation ~~O~~of Dogs, Cats And Ferrets: No dog, cat or ferret shall be registered until after it shall have been inoculated by a licensed veterinarian with an approved and recognized rabies vaccine and a certificate signed by such licensed veterinarian certifying to such inoculation shall have been presented to the police department showing that the animal has been inoculated, which will render such animal immune from rabies for the period of registration.
 - 2. Examining Potbellied Pigs: No potbellied pig shall be registered until after it has been tested and examined by a licensed veterinarian against infectious disease and a certificate signed by such licensed veterinarian certified to such examination shall have been presented to the police department for the period of the registration.

- C. Record Kept ~~B~~by Police Department: The ~~p~~P~~e~~Police ~~d~~D~~e~~Department shall record in a book kept for that purpose the name and address of the person who owns or has charge of the dog, cat, ferret or potbellied pig, a brief description of the dog, cat, ferret or potbellied pig and the registration number assigned to it.
- D. Tag Worn ~~B~~by Animal: The ~~p~~P~~e~~Police ~~d~~D~~e~~Department shall furnish the registrant, at the time of registration, with a tag which will be securely and visibly attached to the dog, cat or potbellied pig, and which shall indicate the calendar year for which the license has been issued. Tags for ferrets should be kept in a secure, readily available location associated with the ferret. All tags shall be valid for the calendar year in which they are issued regardless of when the tag is obtained.
- E. Exceptions: The provisions of this section shall not apply to dogs, cats, ferrets or potbellied pigs owned by, or in the charge of, nonresidents of the ~~e~~ity~~C~~ity so long as the dogs, cats, ferrets or potbellied pigs do not remain in the ~~e~~ity~~C~~ity for more than fifteen (15) days.
- F. Rabies Vaccine Sales Restrictions: Any seller of recognized rabies vaccine, who provides for the sale of the vaccine to persons other than licensed veterinarians, must provide written notice to those individuals prior to sale of the vaccine that inoculations made other than by a licensed veterinarian will not be sufficient for registration under this chapter and if not properly administered may not provide adequate protection from rabies for the animal. Written notice will be deemed to have been provided to such purchaser by seller, if seller has posted a placard giving written notice in type no smaller than three-eighths inch ($\frac{3}{8}$ ") at all checkout counters or at all public entrances. Failure of such seller to provide such written notice shall constitute an offense.
- G. Number ~~H~~in Possession Limited: There shall be no more than five (5) dogs, cats or potbellied pigs in any combination thereof, of more than six (6) months of age, per property, excepting property zoned agriculture. (Ord. 2006-13, 9-5-2006)
- H. Penalty: A violation of this section shall be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs.

Section II: That Title 5, Chapter 7, Article A, Section 5-7A-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7A-2: RUNNING AT LARGE¹:

- A. Confinement; Enclosure Or Leash: Every person who owns, has charge, care, custody, possession or control of any dog, cat, ferret or potbellied pig within the city shall confine the dog, cat, ferret or potbellied pig to premises owned or controlled by him. Confinement shall be accomplished by means of a substantial fence or similar enclosure of sufficient strength and height to prevent the dog, cat, ferret or potbellied pig from escaping therefrom, or inside a house or other building, or by a leash consisting of a metal chain or other material of sufficient strength to prevent the dog, cat, ferret or

potbellied pig from escaping from the premises when the leash is stretched to its full length.

- B. Failure To Confine: No person who owns, has charge, care, custody, possession or control of any dog, cat, ferret or potbellied pig within the city shall fail to confine any dog, cat, ferret or potbellied pig as required by subsection A of this section.
- C. Exceptions: The provisions of subsection A of this section shall not apply:
 - 1. To any person who takes a dog, cat, ferret or potbellied pig upon private property with the consent of the owner or person in control of the property, or upon any street or other public place when the dog, cat, ferret or potbellied pig is under control of the person in a vehicle, or by means of a chain or leash of sufficient strength and length to control the actions of the dog, cat, ferret or potbellied pig.
 - 2. To A agriculture zones as defined by the zoning ordinance of the city.
 - 3. To no leash dog areas.
- D. ~~Violations; Classification Of Offense~~Penalty: The violation of this section shall be ~~a class C offense, unless the person charged has been convicted under this section within the last three (3) years, then a violation of this section shall be a class B offense. (Ord. 2008-27, 10-21-2008)~~punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs for each offense.

Section III: That Title 5, Chapter 7, Article A, Section 5-7A-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7A-3: DANGEROUS AND POTENTIALLY DANGEROUS DOGS²:

- A. Compliance ~~W~~with City Requirements:
 - 1. No person shall own, possess, keep, or harbor any dangerous dog, except as provided for in subsection D of this section.
 - 2. The violation of this subsection A shall ~~be a class B offense~~be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs.
- B. Exceptions:
 - 1. This section shall not apply to any animal owned by the police department or other law enforcement agencies.
 - 2. Dogs shall not be declared dangerous if the threat, injury or damage was sustained by a person who, at the time, was committing a ~~wilful~~willful trespass or other tort upon the premises occupied by the owner of the dog or was tormenting, abusing,

or assaulting the dog or has, in the past, been observed or reported to have tormented, abused or assaulted the dog or was committing or attempting to commit a crime.

C. Court Determination; Destruction; Appeal:

1. Complaint; Animal Confined: When any complaint is filed in the municipal court alleging that a dangerous dog is owned, possessed, kept, or harbored, then the person against whom the complaint is filed, or any other person having control or custody of the dog alleged to be dangerous, shall deliver the dog to the animal control shelter.
2. Decision ~~T~~Io Destroy Dog; Appeal:
 - a. If the court finds the party against whom the complaint is filed guilty of owning, possessing, keeping or harboring a dangerous dog, the court must determine whether the dog should be destroyed.
 - b. If the municipal court finds the party against whom the complaint is filed guilty of owning, possessing, keeping or harboring a dangerous dog; and determines the dog is to be destroyed; and the court's judgment is appealed, then the dog shall not be destroyed until the appeal is disposed of by the district court. If the judgment is not appealed, the dog shall be immediately destroyed.

D. Special Conditions ~~F~~Ior Maintaining Dangerous Dog:

1. Registration; Special Conditions: If the court finds the dog should not be destroyed, the dog may be released to the owner only upon completion of these special conditions:
 - a. Register the animal as a dangerous animal with the animal shelter for the ~~city~~City. The application for such registration shall contain the name and address of the owner, the breed, age, sex, color, any other identifying marks of the animal, and the location where the animal is to be kept.
 - b. Confine the animal, at all times, either indoors or outdoors, in a proper enclosure for a dangerous dog.
 - c. At any time when a dangerous dog is not confined in a proper enclosure as herein defined, the animal shall be muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person over sixteen (16) years of age. The muzzle must not cause injury to the animal or interfere with its vision or respiration, but must prevent the dog from biting any person or dog.

- d. Display in a conspicuous place on the owner's premises and on the dog's enclosure a clearly visible warning sign stating that there is a dangerous dog on the property and stating "Beware Of Dangerous Dog". The sign must include a warning symbol that informs children of the dog's presence.
- e. Maintain, in full force and effect, a policy of liability insurance such as homeowner's insurance or surety issued by an insurer qualified under 36 Oklahoma Statutes in the amount of not less than fifty thousand dollars (\$50,000.00) insuring the owner for any personal injuries inflicted by the dangerous dog.
- f. Arrange for the alteration of the reproductive capacity of the dog through spaying or neutering of the dog. Such alteration shall be at the owner's expense.
- g. Periodic inspections of premises by animal control are required. The fee for such inspections is set forth in section [2-6D-2](#) of this code.
- h. The court may provide any additional conditions particular to the circumstance surrounding the maintenance of a dangerous dog.

2. Noncompliance ~~B~~y Owner; Destruction ~~O~~f Dog: If the owner does not meet all the special conditions required by the court under this subsection, the dog will not be released to the owner and it will be destroyed.

3. Confiscation ~~A~~and Impoundment:

- a. If the owner of a dangerous animal violates any of the conditions imposed, the dog shall be immediately confiscated and impounded by the animal control department.
- b. Such violation ~~will be considered a class A offense~~ shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs.
- c. Upon conviction, the dog will be destroyed.

E. Change ~~O~~f Custody ~~O~~f Dangerous Dog; Notification:

- 1. Any owner of a dog that has been found to be dangerous must notify the animal control shelter if the dangerous dog is sold, given away or custody is otherwise transferred. Such written notification shall occur within forty eight (48) hours of the event and shall contain the name, address and telephone number of the new owner.
- 2. Any owner of a dangerous dog must notify in writing the potential owner of the dog's status and conditions of maintenance prior to transferring custody.

3. The violation of this subsection E ~~is a class B offense~~ shall be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs.

F. Notification ~~O~~of Escape ~~O~~or Bites:

1. Any owner of a dog that has been found to be dangerous must notify, within forty eight (48) hours, the animal control shelter if the animal is unconfined, loose, or if it has attacked a person, domestic animal or other dog.
2. Violation of this subsection F ~~is a class B offense~~ shall be punishable by a fine of up to seven hundred and fifty dollars (\$750.00) plus costs.

G. Potentially Dangerous Dog:

1. Complaint: Any person may file a complaint alleging that a person owns, possesses, keeps or harbors a potentially dangerous dog.
2. Exceptions:
 - a. This subsection G shall not apply to any animal owned by the police department or other law enforcement agencies.
 - b. Dogs shall not be declared potentially dangerous if the threat, injury or damage was sustained by a person who, at the time, was committing a ~~wilful~~willful trespass or other tort upon the premises occupied by the owner of the dog or was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused or assaulted the dog or was committing or attempting to commit a crime.
3. Court Determination: The court shall set the matter for a hearing to determine whether the dog is potentially dangerous. The court will render a finding in writing to the owner.
4. Conditions: If the following conditions are not met, the potentially dangerous dog will be seized and destroyed:
 - a. Registration: Upon a finding that the dog is potentially dangerous, the owner must register the dog as potentially dangerous. The application for such registration shall contain the name and address of the owner, the breed, age, sex, color, and any other identifying marks of the animal, and location where the animal will be kept.
 - b. Fence ~~A~~and Sign: Confine the dog while it is outside within a fence of sufficient height and type to keep the dog secured. The fence must be in good condition and it must have a clearly visible warning sign stating

"Beware of Dog". The sign must include a warning symbol that informs children of the dog's presence.

- c. Inspection: Periodic inspections of the premises by animal control are required. The fee for such inspections is set forth in section [2-6D-2](#) of this code.
- d. Other Conditions: The court may provide any additional conditions particular to the circumstances surrounding the maintenance of a potentially dangerous dog.

5. Confiscation ~~A~~and Impoundment:

- a. If the owner of a potentially dangerous dog violates any of the conditions, the dog shall be immediately confiscated and impounded by the animal control department.
- b. Such violation ~~will be considered a class A offense~~ shall be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs.
- c. Upon conviction, the dog will be destroyed.

H. Concealing Dangerous ~~O~~r Potentially Dangerous Dogs:

- 1. It shall be unlawful for any person to conceal, or cause to be concealed, any dog which has bitten or attacked any person or has been determined to be a dangerous or potentially dangerous dog from any animal control officer or police officer.
- 2. The violation of this subsection H shall ~~be a class A offense~~ have a maximum be punishable by a fine of up to five hundred dollars (\$500.00) plus costs.

I. Running ~~A~~t Large ~~A~~and Subsequent Attacks:

- 1. No owner of any dog that has previously, when unprovoked, inflicted bites on any human or severely injured any human either on public or private property or when unprovoked, created an imminent threat of injury or death to any person, may permit such dog to run at large or aggressively bite or attack any person while such person is lawfully upon public or private property.
- 2. The violation of this subsection I shall ~~be a class A offense~~ be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs. (Ord. 2008-11, 4-1-2008)

Section IV: That Title 5, Chapter 7, Article A, Section 5-7A-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7A-4: RABIES SUSPECTED; IMPOUNDMENT³:

A. Rabies Quarantine Procedures:

1. Voluntary Impound: Any dog, cat or ferret suspected of being afflicted with rabies, or which has bitten a person, shall immediately be voluntarily impounded by the owner under the supervision of a licensed veterinarian for a period of ten (10) days, unless one of the exceptions found in subsection B of this section is applicable.
2. Seizure ~~A~~and Impound: If the animal is not immediately voluntarily impounded, the animal shall be seized pursuant to warrant by officers of the animal control shelter and impounded under the supervision of a licensed veterinarian for a period of ten (10) days, or euthanized to allow for immediate rabies testing.
3. Multiple ~~A~~and Severe Wounds; Euthanasia: If the impounded animal has inflicted multiple and severe bite wounds or deep punctures or lacerations to the face, head, or neck it may be subject to immediate euthanasia to allow for immediate rabies testing.
4. Release ~~O~~r Disposal: For all other impounded dogs, cats or ferrets, if upon examination by a veterinarian at the end of the impoundment, the animal has no signs of rabies, it may be released to the owner, or in the case of a stray, it shall be disposed of in accordance with applicable ordinances.
5. Stray Animals: Any stray dog, cat or ferret suspected of being afflicted with rabies or which has bitten a person shall be subject to being euthanized to allow for immediate rabies testing.

B. Exceptions:

1. A dog, cat or ferret that has an owner and is currently vaccinated by a licensed veterinarian with an approved antirabies vaccine and has not inflicted severe injury may be placed in a home quarantine if the animal control officer determines that home circumstances are adequate until the end of a ten (10) day period from the bite.
2. A dog, cat or ferret that has an owner, that bites a member of the owner's immediate family and the animal is apparently healthy at the time of the bite incident may be placed in a home quarantine, if the animal control officer determines that the home circumstances are adequate, regardless of vaccination status. The owner must provide proof of rabies vaccination on unvaccinated pets to the animal shelter after completion of the ten (10) day home observation period.

3. Animals in service to the blind or hearing impaired, search and rescue dogs or other animals used for police enforcement duties shall be exempt from any quarantine when a proper record of immunization against rabies is established. However, the animal must be examined at the end of the ten (10) day period by a licensed veterinarian.
4. For other special circumstances, the communicable disease division (CDD) of the Oklahoma department of health will be contacted to determine whether the animal should be quarantined or euthanized.

C. Failure ~~To~~ Surrender Animal; ~~Classification Of Offense~~: Any person who fails to surrender any animal to an animal control officer or to a licensed veterinarian for impoundment pursuant to the provisions of this section shall ~~be guilty of a class B offense~~ have a maximum be punished by a fine of up to seven hundred fifty dollars (\$750.00) plus costs.

D. Redemption ~~Of~~ Impounded Animals:

1. Any impounded dog or cat which has a current license on it shall be held ten (10) days, during which time the owner or keeper of such dog or cat may redeem it upon payment of the fees as established in subsection 2-6D-2B of this code.
2. Any unlicensed or unredeemed animal may be destroyed or adopted by any person who follows the procedures identified in section 5-7A-5 of this article and pays the fees as established in subsection 2-6D-2B of this code. No such animal shall be destroyed or sold unless its owner has been given at least two (2) days' written notice of such impoundment. Such notice shall be written and shall be either mailed to the owner, if his name and address are known, or posted at the animal control shelter if the name and address of the owner are not known.

E. Authority ~~Of~~ Police ~~To~~ Destroy: Notwithstanding the provisions of subsections A and C of this section, members of the police department and authorized employees of the animal control shelter may kill or destroy any animal which is vicious or which they are unable to take up and have impounded.

F. Spaying ~~Or~~ Castrating; Refund ~~Of~~ Certain Fees:

1. Any owner who redeems a dog or cat under the terms of subsection D of this section shall have the impoundment fees charged under subsection D of this section refunded, exclusive of the license and boarding fees, if the dog or cat is spayed or castrated within sixty (60) days of the date of redemption for an adult animal or in the case of an infant animal, within thirty (30) days of the date a female animal attained the age of six (6) months and a male animal attained the age of eight (8) months.

- 2 A certificate presented to the ~~city~~City, signed by a licensed veterinarian certifying to the spaying or castration shall be proof that the dog or cat has been spayed or castrated. (Ord. 2006-13, 9-5-2006)

Section V: That Title 5, Chapter 7, Article A, Section 5-7A-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7A-7: NO LEASH DOG AREAS:

- A. Rules: No leash dog areas are ~~city~~City owned property where dogs may be exercised off leash in the company of their owners if the following rules are observed:
 1. The dogs must have a current license with the ~~city~~City of Enid or another municipality within the state.
 2. The owners may only exercise the dogs during daylight hours while the park is open.
 3. The owners must remain with their dogs at all times.
 4. Dogs that are aggressive towards other dogs or persons may not be exercised off leash. Owners and dogs may be banned from the park for violation of these rules.
- B. Designated No Leash Dog Areas:
 1. The undeveloped part of South Government Springs park boarded on the south and west by North Boggy Creek, to the east by Tenth Street to the animal shelter and to the north by the park roads.
 2. North Garland detention.
 3. ~~Any City owned and designated dog park.~~
- C. Violations; ~~Classification Of Offense~~: The violation of this section shall ~~be a class C offense~~ be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs. (Ord. 2008-27, 10-21-2008)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: State law reference - authority to prohibit animals from running at large, 11 O.S. § 22-115.

Footnote 2: State law reference- dangerous dogs, 4 O.S. § 46

Footnote 3: State law reference - authority to provide for impoundment, 11 O.S. § 22-115.

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

Section VII: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or 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 VIII: 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 IX: Codification. This ordinance shall be codified as Title 5, Chapter 7, Article A, Sections 5-7A-1 through 5-7A-4 and 5-7A-7 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 7, CURRENTLY ENTITLED "ANIMAL CONTROL," SECTIONS 5-7-3 THROUGH 5-7-5, AND 5-7-7 THROUGH 5-7-10 TO GOVERN DOMESTIC ANIMALS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER ANIMALS WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 7, Section 5-7-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7-3: FOWL AND CERTAIN ANIMALS RUNNING AT LARGE⁴:

- A. Owner Responsibility: Every person who owns, has charge, care, custody, possession or control of any chickens, turkeys or other domestic fowl, or any horse, cow, mule, goat, sheep or any other domestic animal, shall keep such fowl and animals exclusively upon his own premises and to restrain them from running at large.
- B. Impoundment ~~A~~and Redemption:
 - 1. Any fowl or animal, described in subsection A of this section, found running at large shall be impounded by persons assigned to the city's animal control shelter. Such fowl or animal may be redeemed by the owner or person in charge of it upon payment of a fee as provided in subsection [2-6D-2A](#) of this code for each fowl or animal, plus a fee as provided in said subsection [2-6D-2A](#) for each day said fowl or animal was impounded.
 - 2. If such fowl or animal is not redeemed within five (5) days, it shall be sold or disposed of; provided, that the owner of such animal or fowl has been given at least two (2) days' notice of such impoundment. Such notice shall be written and shall be either mailed to the owner, if his name and address is known, or posted at the animal control shelter if the name or address is not known.

- C. Authority ~~To Kill Or Destroy Animals Or Fowl~~: Notwithstanding the provisions of subsection B of this section, members of the police department may kill or destroy any animals or fowl which are vicious or which they are unable to take up and impound.
- D. Exceptions: The provisions of subsections A and B of this section shall not apply to dogs, cats or potbellied pigs.
- E. ~~Violation; Classification Of Offense~~: The violation of this section shall ~~be a class C offense, unless the person charged has been previously convicted under this section within the last three (3) years, then a violation under this section shall be a class B offense~~ be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs for each offense. (1994 Code § 5-2)

Section II: That Title 5, Chapter 7, Section 5-7-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7-4: KEEPING OF SWINE⁵:

- A. Limitations ~~On~~ Keeping: No person shall keep or maintain swine within the limits of the city, except in those areas zoned for agricultural purposes or for the hauling or transportation of swine into or through the city for the purpose of shipment, processing or sale so long as said swine are not permitted to remain in the city for a longer period than twenty four (24) hours.
- B. Potbellied Pigs Excepted; Conditions: This section shall not apply to the keeping within the limits of the city of Asian potbellied pigs, subject to the following:
 - 1. Each potbellied pig shall be a pet kept for personal enjoyment and not raised for human consumption;
 - 2. Each potbellied pig shall be registered through a bona fide registry firm;
 - 3. Each potbellied pig shall not exceed seventy five (75) pounds in weight and twenty inches (20") in height. (Ord. 2009-29, 12-21-2009)
- C. Violation of this section shall be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs.

Section III: That Title 5, Chapter 7, Section 5-7-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7-7: KEEPING DISEASED ANIMALS PROHIBITED⁷:

- A. Keeping Prohibited: No person shall keep any animal which is known or believed by him to be infected with a dangerous or communicable disease.

B. Exception: Subsection A of this section shall not apply to any veterinary hospital, zoo, ranch, or other place where such animals are adequately cared for with due regard for public health and safety. (1994 Code § 5-7)

C. Violation: The violation of this section shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs.

Section IV: That Title 5, Chapter 7, Section 5-7-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7-8: OUTDOOR SHELTERS:

A. Shelter Required; Drainage: Natural or artificial shelters appropriate to the local climatic conditions for the particular species of animal or fowl shall be provided for all animals or fowl kept outdoors. A suitable method of drainage shall be provided to rapidly eliminate excess water.

B. Requirements ~~F~~for Cold ~~O~~or Hot Weather: A shelter for a dog, cat or potbellied pig shall protect against the cold and the heat. The cold weather shelter shall include a moistureproof and windproof structure of suitable size to accommodate the animal, to allow retention of body heat in the winter. It shall be made of durable material, and shall be provided with a sufficient quantity of suitable bedding material to provide insulation and protection against cold and dampness and to promote retention of body heat. The warm weather shelter should provide for air ventilation and shading from the sun.

C. Maintain ~~I~~n Clean And Safe Condition: Any shelter must be maintained in a clean and safe condition. Prosecution for the failure to so maintain a shelter in a clean and safe condition for the animal will be in addition to possible prosecution for nuisance under [title 4, chapter 4](#) of this code.

D. Compliance ~~W~~with City ~~A~~and State Laws: All shelters required to be provided by this section shall comply with all other city and state laws.

E. Failure To Provide: No person shall fail to provide the shelter required in this section. Violation of this section shall be punishable by a fine of up to seven hundred fifty dollars (\$750) plus costs. (1994 Code § 5-8)

Section V: That Title 5, Chapter 7, Section 5-7-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7-9: LOUD ANIMALS:

A. Prohibition: No person shall own, possess, keep or harbor any animal which by loud, persistent and frequent barking, howling, squealing, hissing, yelping or other noise causes annoyance or disturbance to any of the citizens of the city.

- B. ~~Violation; Classification Of Offense: The violation of this section shall be a class C offense be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs for each offense, unless the person charged has been previously convicted under this section within the last three (3) years, then a violation of this section shall be a class B offense.~~ (1994 Code § 5-9)

Section VI: That Title 5, Chapter 7, Section 5-7-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-7-10: KEEPING LIVESTOCK:

The keeping of livestock, including miniature or dwarf varieties, in violation of any provision of this code is hereby declared to be a nuisance against the public health, safety and welfare of the people of the city of Enid.

A. Definitions:

EGREGIOUS: A violation affecting the health, safety or welfare of persons or animals and which offends common decency.

VIOLATION: The plea of guilty or nolo contendere, a finding of guilt by the court, a deferred adjudication of the charge, or a deferred sentence.

B. Requirements: Livestock may not be kept except on property zoned A agricultural, or R-1 residential estate, or lots one acre or larger.

1. Preexisting Operations; Restrictions: Livestock operations inconsistent with this section that were in existence prior to August 15, 2007, are allowed to continue if registered. Male chickens over six (6) months of age shall not be eligible for registration and shall not be kept except on property zoned A agricultural, or R-1 residential estate, or lots one acre or larger.

2. Registration Required: Registration is intended to protect the current "grandfathering" of livestock operations, and shall only apply to owners/operators of livestock operations which were in existence prior to August 15, 2007, and which do not comply with this subsection B. Owners/operators of such livestock operations shall have through May 15, 2011, to register. The registration shall include the number and the type of livestock that the operation had prior to August 15, 2007.

a. Conditions:

- (1) Applicant shall submit an application on a city of Enid authorized form and provide documentation acceptable to the city clerk showing ownership of livestock prior to August 15, 2007; and

- (2) A stable or other housing where animals may be kept shall be maintained in a sanitary condition and in compliance with all applicable local, state and federal laws and administrative rules; and
- (3) Livestock must be contained inside of a substantial fence of sufficient strength and height to prevent the livestock from escaping therefrom; and
- (4) The property on which livestock is kept must be maintained in such a manner as to prevent livestock waste from draining or otherwise transferring onto adjoining property, to prevent potential contamination of groundwater, and to otherwise prevent conditions which constitute a nuisance; and
- (5) Applicant shall authorize city officials and livestock board members to enter and inspect any property or animal housing at a reasonable time and under reasonable circumstances for the purpose of determining whether the registration requirements have been met and/or maintained.

b. Proof of Registration: Should applicant's registration be approved, the city shall mail a letter confirming registration to the applicant's address. Registration shall be valid only for the applicant and address listed and shall remain valid unless revoked. Should applicant move the livestock from the registered address to another address within the city, applicant shall be required to update his or her registration to reflect the new address.

c. Revocation: Livestock registration shall be revoked:

- (1) Upon the recommendation of the livestock board; or
- (2) Upon three (3) violations of any local, state or federal law or administrative rule reasonably related to the keeping of livestock; or
- (3) Upon one egregious violation of any local, state or federal law or administrative rule reasonably related to the keeping of livestock; or
- (4) If the registrant ceases livestock operations for a period of six (6) months; or
- (5) Upon the death of the registrant.

- d. Notice: Upon denial or revocation of registration, the city shall give notice of such action to the applicant or registrant, in writing, stating the action which has been taken and the reason ~~therefor~~therefore. Such notice shall either be hand delivered or mailed by certified mail, return receipt requested, to the address listed on the application.
- (1) Within thirty (30) days of the notice of denial or revocation, the applicant or registrant shall remove all livestock, enclosures, shelter, feed and containers from the premises. Permanent fixtures such as barns and outbuildings shall not be required to be removed.
- e. Appeal: The applicant or registrant shall have the right to appeal the decision to deny or revoke registration to the mayor and board of commissioners by filing written notice thereof with the city clerk within ten (10) days of the denial or revocation.

C. Penalty: The violation of this section shall ~~be a class B offense~~ be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs. Each separate day a violation continues shall constitute a separate offense. Livestock kept in violation of this section shall be subject to abatement by the city. (Ord. 2010-15, 12-14-2010)

Footnotes - Click any footnote link to go back to its reference.

Footnote 4: State law reference - 2 O.S. § 9-138.

Footnote 5: State law reference - authority to regulate or prohibit animals from running at large, 11 O.S. § 22-115.

Footnote 6: State law reference - cruelty to animals, 21 O.S. § 1685.

Footnote 7: State law reference- keeping diseased animals, 21 O.S. § 1224

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

Section VIII: 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 IX: 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 X: Codification. This ordinance shall be codified as Title 5, Chapter 7, Sections 5-7-3, 5-7-5, and 5-7-7 through 5-7-10 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 6 ENTITLED "MINORS," ARTICLE C, ENTITLED "ENHANCED VIOLATIONS," SECTION 5-6C-3, TO INCREASE THE PENALTY AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 6, Article C, Section 5-6C-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-6C-3: VIOLATIONS:

- A. Separate Offense Each Day: Each separate day of violation shall constitute a separate offense whether against the parent of a minor for violation of subsection [5-6C-1A](#) of this article, or the minor for violation of subsection [5-6C-1B](#) of this article.
- B. ~~Classification Penalty Of Offense~~: The violation of this article, for the first offense, shall ~~be a class B offense~~ be punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than fifty dollars (\$50) plus costs or imprisonment for not more than five (5) days, or both such fine and imprisonment; the second offense shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) plus costs or imprisonment for not more than ten (10) days, or both such fine and imprisonment; the third or subsequent offense shall be punishable by a fine of not less than one hundred dollars (\$100.00) nor more than two hundred and fifty dollars (\$250.00) plus costs or imprisonment for not more than fifteen (15) days, or both such fine and imprisonment. (1994 Code § 18-171.1)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: State law reference – Neglect or Refusal to Compel Child to Attend School, 70 O.S. § 10-105.

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

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

repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

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

Section V: Codification. This ordinance shall be codified as Title 5, Chapter 6, Article C, Section 5-6C-3 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "GENERAL OFFENSES," CHAPTER 6, ENTITLED "MINORS," ARTICLE B, ENTITLED "CURFEW," SECTION 5-6B-4, TO INCREASE THE PENALTY AND MOVE FROM A CLASS SYSTEM OF OFFENSE TO A SPECIFIC FINE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 6, Article B, Section 5-6B-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

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

A. Arrest; Juvenile Court:

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

- B. Charging Minor ~~W~~with Violation; Notice ~~F~~to Parent: In the case of a violation of this article by a minor, the minor shall be charged with violation of curfew. In addition, the police shall send the minor's parent, legal guardian or adult person having the care and custody of the minor, written notice of the violation, by certified mail, return receipt requested, or by serving such notice personally on such person, warning them that further violations may result in the filing of a charge against such parent, legal guardian or adult person having the care and custody of the minor for a violation of subsection C of this section.
- C. Parental Responsibility: No parent, legal guardian or other adult person having the care and custody of a minor shall permit such minor to violate the provisions of section [5-6B-2](#) of this article. In any prosecution for violation of the provisions of this article, conviction of the minor for violation of section [5-6B-2](#) of this article, together with proof that the parent, legal guardian or adult person having the care and custody of such minor was given written notice of a previous violation of section [5-6B-2](#) of this article, shall constitute in evidence a prima facie presumption that the parent, legal guardian or adult person having the care and custody of such minor permitted such minor to violate section [5-6B-2](#) of this article.
- D. ~~Violation; Classification Of Offense~~Penalty: The violation of this article shall ~~be a class C offense~~ be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs. (Ord. 2006-24, 10-17-2006, eff. 12-1-2006)

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

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

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

Section V: Codification. This ordinance shall be codified as Title 5, Chapter 6, Article B, Sections 5-6B-4 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 6 ENTITLED "MINORS" ARTICLE A, CURRENTLY ENTITLED "TOBACCO PRODUCTS," SECTIONS 5-6A-2 THROUGH 5-6A-7, TO CONTROLL THE SALE AND DISTRIBUTION OF TOBACCO TO MINORS WITHIN THE CITY OF ENID CITY LIMITS RESPONSIBLY AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER THESE ACTIVITIES WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 6, Article A, Section 5-6A-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-6A-2: TOBACCO VENDING MACHINES¹:

- A. Conditions ~~Of~~for Operation ~~Of~~ Vending Machines: It shall be unlawful for the owner or manager of any building or business, and any other person in lawful possession or control of the space, upon which a tobacco vending machine sits, to permit or allow to be operated a tobacco vending machine unless:
1. The machine is located in an area not accessible to persons under eighteen (18) years of age; or
 2. The machine is located in a workplace where the general public is not usually admitted and where such machines are for the use of the employees therein. In such cases, it shall be the responsibility of the owner or manager of any building or business and any other person in lawful possession of said machine to bar access to the machine by persons under eighteen (18) years of age.
- B. ~~Penalty: Violation; Classification Of Offense:~~ The violation of this section shall ~~be a class B~~ have a maximum be punishable by a fine of up to five hundred dollars (\$500.00) plus cost of offense. (Ord. 2004-30, 9-7-2004)

Section II: That Title 5, Chapter 6, Article A, Section 5-6A-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-6A-3: FURNISHING TOBACCO PRODUCTS TO MINORS²:

- A. Prohibition: It is unlawful for any person to sell or furnish in any manner any tobacco product to any person under the age of eighteen (18), or to purchase in any manner a tobacco product on behalf of any such person. It shall not be unlawful for an employee under eighteen (18) years of age to handle tobacco products when required in the performance of the employee's duties.
- B. Demanding Proof ~~Of~~ Age: A person engaged in the sale or distribution of tobacco products shall demand proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser may be under eighteen (18) years of age.
- C. Defense: Proof that the defendant demanded, was shown, and reasonably relied upon proof of age shall be a defense. Provided, however, that this defense is not available, that if said defendant failed to exercise reasonable diligence to determine whether the physical description and picture appearing on the license or identification used was that of the person who presented it.
- D. Identification: Proof of age includes a driver's license or other government issued photo identification purporting to establish that the purchaser was eighteen (18) years of age or older and the defendant confirmed the validity of the driver's license or other government issued photo identification presented by the purchaser by performing a transaction scan by means of a transaction device.
- E. ~~Violation~~Penalty; Classification Of Offense: The violation of this section shall ~~be a class C offense be punishable by a fine of up to one hundred dollars (\$100.00) plus costs,~~ unless the person charged has been convicted previously within a ~~one two~~ year period, and then a violation of this section shall ~~be a class B offense have a maximum be punishable by a fine of up to two hundred dollars (\$200.00) plus costs, unless the person charged has been convicted previously within a two year period, and then a violation of this section shall be punishable by a fine of up to three hundred dollars (\$300.00) plus costs.~~ (Ord. 2004-30, 9-7-2004)

Section III: That Title 5, Chapter 6, Article A, Section 5-6A-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-6A-4: PURCHASE, RECEIPT OR POSSESSION BY MINORS:

- A. Minor Persons: It shall be unlawful for a person who is under eighteen (18) years of age to purchase, receive, or have in their possession a tobacco product.

- B. Minor Employees: It shall not be unlawful for an employee under eighteen (18) years of age to handle tobacco products when required in the performance of the employee's duties.
- C. ~~Violation; Classification Of Offense~~ Penalty: The violation of this section shall ~~be a class C offense~~ be punishable by a fine of up to one hundred dollars (\$100.00) plus costs, unless the person charged has been previously convicted within a one year period, and then a violation of this section shall ~~be a class B offense~~ have a maximum fine of two hundred dollars (\$200.00) plus costs, unless the person charged has been convicted previously within a two year period, and then a violation of this section shall be punishable by a fine of up to three hundred dollars (\$300.00) plus costs. (1994 Code § 18-82)

Section IV: That Title 5, Chapter 6, Article A, Section 5-6A-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-6A-5: DISPLAY OF TOBACCO AGE RESTRICTION SIGNAGE³ 

- A. Any person who sells or displays tobacco products at retail must post conspicuously at the place of business a sign stating the following:

~~IT IS IT'S~~ THE LAW. WE DO NOT SELL TOBACCO PRODUCTS TO PERSONS UNDER 18 YEARS OF AGE.

The sign shall also provide a toll free telephone number for the purpose of reporting violations of the prevention of youth access to tobacco act.

- B. The violation of this section ~~earries~~ shall be punishable by a fine of up to fifty dollar (\$50.00) ~~fine~~ plus costs. (Ord. 2004-30, 9-7-2004)

Section V: That Title 5, Chapter 6, Article A, Section 5-6A-6 of the Enid Municipal Code, 2003, is hereby amended to read as follows

5-6A-6: PUBLIC ACCESS TO TOBACCO PRODUCTS⁴ 

- A. It is unlawful for any person to display or offer for sale tobacco products in any manner that allows public access to the tobacco product without assistance from the person displaying the tobacco product or an employee or owner of the store.
- B. If the business does not admit into the store persons under eighteen (18) years of age, this section does not apply.
- C. The violation of this offense shall ~~be a class B offense~~ be punishable by a fine of up to two hundred dollars (\$200.00) plus costs. (Ord. 2004-30, 9-7-2004)

Section VI: That Title 5, Chapter 6, Article A, Section 5-6A-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows

5-6A-7: TOBACCO PARAPHERNALIA⁵: 

A. It is unlawful for any person to sell, give, or furnish in any manner to a person under the age of eighteen (18) years of age any material or device used in the smoking, chewing, or other method of consumption of tobacco, including cigarette papers, pipes, holders of smoking materials of all types, and other items designed primarily for the smoking or ingestion of tobacco products.

B. Penalty: The violation of this section shall be punishable by a fine of up to one hundred dollars (\$100.00) plus costs. (Ord. 2004-30, 9-7-2004)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: State law reference - 37 OS § 600.7.

Footnote 2: State law reference - tobacco, 37 OS § 600.1 et seq.

Footnote 3: State law reference - 37 OS § 600.5.

Footnote 4: State law reference - 37 OS § 600.10A.

Footnote 5: State law reference - 37 OS § 600.13.

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

Section VIII: 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 IX: 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 X: Codification. This ordinance shall be codified as Title 5, Chapter 6, Article A, Sections 5-6A-2 through 5-6A-7 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this _____ day of _____, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 8, ENTITLED "VEHICLE EQUIPMENT," SECTIONS 6-8-1 THROUGH 6-8-5, TO DESCRIBE PROPER EQUIPMENT, USE AND PENALTIES WITHIN THE CITY OF ENID CITY LIMITS. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; 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 6, Chapter 8, Section 6-8-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-8-1: COMPLIANCE WITH STATE LAW¹:

A. No person shall drive or operate a vehicle which does not have the equipment thereon required by the laws of the state or which has equipment prohibited by the laws of the state. No person shall drive or operate a vehicle if such vehicle's size, weight or load violates state law.

B. Penalty: A violation of this section shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs. (Ord. 2005-20, 8-2-2005)

Section II: That Title 6, Chapter 8, Section 6-8-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-8-2: LIGHTING REQUIREMENTS²:

A. Headlights: Headlights shall be used between the hours of thirty (30) minutes after sunset and thirty (30) minutes before sunrise, or at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of five hundred feet (500') ahead.

B. Parking Lights ~~A~~and Low Beams: Parking lights shall not be used. If lights are needed, only the low beam or dimmer headlights should be used.

C. Motorcycles:

1. Every motorcycle and every motor driven cycle, except motorcycles or motor driven cycles used in official law enforcement capacities, shall display lighted lamps and illuminating devices at all times.
2. When headlights are required, only the low beam or dimmers shall be used. (Ord. 2004-14, 4-6-2004)

D. Violation: A violation of this section shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs

Section III: That Title 6, Chapter 8, Section 6-8-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-8-3: SECURING VEHICLE OR LOAD; EXCEPTION³:

- A. Vehicle: The person driving or in charge of a motor vehicle shall not permit it to stand unattended without first stopping the engine, and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway.
- B. Load:
 1. No vehicle shall be driven or moved on any street unless such vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking, blowing or otherwise escaping therefrom, except that sand may be dropped for the purpose of securing traction, or water or other substances may be sprinkled on a roadway in cleaning or maintaining such roadway.
 2. No person shall operate on any street any vehicle with any load unless said load and any covering thereon is securely fastened so as to prevent said covering or load from becoming loose, detached or in any manner a hazard to other users of the highway. Any vehicle loaded with sand, cinders, or other loose material susceptible to blowing or otherwise escaping shall have such load covered so as to prevent the blowing or escaping of said load from the vehicle.
- C. Exception: This section shall not apply to trucks loaded with livestock, poultry or agricultural products only, except baled agricultural products; provided, that any such truck shall be so constructed or loaded as to prevent such livestock or poultry from escaping therefrom. (1994 Code § 20-480)

D. Penalty: A violation of this section shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs.

Section IV: That Title 6, Chapter 8, Section 6-8-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-8-4: USE OF COMPRESSION BRAKING OR JAKE BRAKES PROHIBITED:

- A.** It shall be unlawful for any person to employ any engine braking system which utilizes engine exhaust or a decompression device to slow the vehicle except in cases of emergency. Such braking systems are commonly referred to as engine braking, jake brakes, Jacobs vehicle systems, PacBrake, or TecBrake.
- B.** Penalty: A violation of this section shall be punishable by a fine of up to seven hundred fifty dollars (\$750.00) plus costs. (Ord. 2005-01, 1-18-2005)

Section V: That Title 6, Chapter 8, Section 6-8-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-8-5: WINDOW TINTING⁴:

- A.** Window Obstructions Prohibited: It shall be unlawful for any person to sell, install or operate a motor vehicle with an object or material placed, displayed, installed, affixed or applied upon the windshield or side or rear windows, or so placed, displayed, installed, affixed or applied in or upon the motor vehicle so as to obstruct or reduce the driver's clear view through the windshield or windows.
- B.** Transparency Materials Prohibited: It shall be unlawful for any person to place, install, affix or apply any transparent material upon the windshield or side or rear windows of any motor vehicle if such material alters the color or reduces the light transmittance of such windshield or windows.
- C.** Certification Required: It shall be unlawful for any person who sells or installs any product regulated by subsection A or B of this section to fail to certify in a written statement, which shall be part of the contract for sale or installation and shall be in boldface type, that:
 - 1. The product sold or installed is in compliance with the reflectivity and transmittance requirements in this section;
 - 2. The installation of the product to the driver's or passenger's side windows may be illegal in some states.
- D.** Definitions: As used in this section:

GLASS COATING MATERIAL OR SUN SCREENING DEVICES: Materials, films, applications or devices which are in conjunction with approved vehicle glazing materials for the purpose of reducing the effects of the sun, but shall not include materials, films, applications, or devices with a mirrored or mirror like finish.

LIGHT TRANSMISSION: The percentage of total light which is allowed to pass through a window.

LUMINOUS REFLECTION: The ratio of the amount of total light expressed in percentages which is reflected outward by the glass coated material or sun screening device to the amount of total light falling on the glass coating material.

MANUFACTURERS: A person engaged in the manufacturing or assembling of sun screening devices or a person who fabricates, laminates, or tempers glazing materials, incorporating the capacity to reflect or to reduce the transmittance of light during the manufacturing process.

WINDOW: The windshield, side or rear glass of a motor vehicle, including any glazing material, glass coating or sunscreening device.

E. Exceptions: The provisions of subsection A, B or C of this section shall not apply to:

1. Side or back windows that have a substance or material in conjunction with glazing reflectance of at most twenty five percent (25%), or side or back windows on vehicles manufactured prior to 1996 year models that have a substance or material in conjunction with glazing material that has a light transmission of at least ten percent (10%), and a luminous reflectance of at most twenty five percent (25%), if the vehicle is equipped with outside mirrors on both the left and right hand sides of the vehicle that are so located as to reflect to the driver a view of the highway through each mirror for a distance of at least two hundred feet (200') to the rear of the vehicle.
2. Front side window vents and windows that have a substance or material not attached in conjunction with glazing material which is used by a vehicle operator on a moving vehicle during daylight hours.
3. Rearview mirrors.
4. Adjustable nontransparent sun visors, which are not attached to the glass.
5. Signs, stickers or other materials which are displaced in a forty nine (49) square inch area in the lower corner on either side of the windshield.
6. Direction, designation, or termination signs on buses that do not interfere with the driver's clear view of approaching traffic.
7. Rear window wiper motors, defrosters, or defoggers.
8. Rear truck lid handles or hinges.
9. Transparent material which is installed, affixed, or applied to the topmost portion of the windshield if:

- a. It does not extend downward beyond the AS-1 line or more than five inches (5") from the top of the windshield, whichever is closer to the top of the windshield; and
 - b. The material is not red or amber in color.
10. All windows to the rear of the driver's seat in a vehicle licensed as a bus or taxicab.
 11. Vehicles not subject to registration in the state of Oklahoma.
 12. Implements of husbandry.
 13. Law enforcement vehicles.
 14. Motor vehicles given an exemption by the commissioner of public safety pursuant to 59 Oklahoma Statutes section 495. (Ord. 2009-13, 4-21-2009)

F. [Penalty: A violation of this section shall be punishable by a fine of up to five hundred dollar \(\\$500.00\) plus costs](#)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: State law reference – 47 O.S. § 12-101

Footnote 2: State law reference- 47 O.S. § 12-201

Footnote 3: State law reference- 47 O.S. § 14-105

Footnote 4: State law reference - 47 O.S. § 12-422.

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

Section VII: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or 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 VIII: 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 IX: Codification. This ordinance shall be codified as Title 6, Chapter 8, Sections 6-8-1 through 6-8-5 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 6, ENTITLED "PARKING IN SPACES DESIGNATED FOR DISABLED PERSONS," SECTION 6-6-7, TO ESTABLISH THE PUNISHMENT FOR PARKING UNLAWFULLY IN A SPOT DESIGNATED FOR PHYSICALLY DISABLED PERSONS; 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 6, Chapter 6, Section 6-6-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-6-7: PARKING IN SPACES DESIGNATED FOR DISABLED PERSONS⁵:

- A. It shall be unlawful for any person to place or park a motor vehicle in any parking space on private property accessible to the public and where the public is invited or public property that is designated and posted as a reserved area for parking of motor vehicles of a physically disabled person unless such person has applied for and been issued a detachable insignia indicating physical disability pursuant to 47 Oklahoma Statutes section 15-112 or has a physically disabled special license plate pursuant to 47 Oklahoma Statutes section 1135.1(3) and such insignia or license plate is displayed pursuant to Oklahoma law.
- B. It shall also be unlawful for any person to place or park a motor vehicle with or without a physically disabled placard or plate in any disabled parking space access aisle, wheelchair ramp, wheelchair loading/unloading area, or any portion thereof.
- C. Penalty: Violation of these provisions shall ~~be a class B offense and, upon conviction, such person shall be fined as provided by ordinance~~ be punishable by a fine of up to two hundred dollars (\$200.00) plus costs. Provided, any person cited for a first offense of subsection A of this section who has displayed a placard which has expired shall be entitled to dismissal of such charge and shall not be required to pay the fine or court costs if the person shall present to the court within thirty (30) days of the issuance of the citation a notice from the state of Oklahoma that the person has received a valid placard.
- D. In addition, vehicles unlawfully parked in violation of these provisions shall be subject to immediate tow by a licensed tow truck operator at the request of the landowner, the duly appointed agent of the landowner, at the request of any person unable to lawfully gain

access to or move their vehicle, at the request of any person unable to lawfully gain access to the area blocked by the unlawfully parked vehicle or at the request of appropriate law enforcement personnel. The owner of any vehicle unlawfully parked in violation of these provisions shall pay any and all reasonable and necessary costs associated with towing and storage of the vehicle. (Ord. 2005-35, 12-6-2005)

Footnotes - Click any footnote link to go back to its reference.

Footnote 5: State law reference - similar provisions, 47 OS § 11-1007.

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

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

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

Section V: Codification. This ordinance shall be codified as Title 6, Chapter 6, Section 6-6-7 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 8, ENTITLED "NOISE," SECTION 5-8-1, TO REGULATE AND INCREASE THE PENALTY FOR SOUND AMPLIFICATION WITHIN THE CITY OF ENID CITY LIMITS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 5, Chapter 8, Section 5-8-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

5-8-1: SOUND AMPLIFICATION:

- A. Advertising **By** Loudspeaker, Amplifying Device: No person shall make, cause to be made, or persist in making, in or upon any street, sidewalk or alley, or upon any private property, any loud, unnecessary, unusual or objectionable noise which disturbs the public peace or annoys the inhabitants of the city by maintaining or operating any music box, phonograph, piano, or any other music device, or any radio, phonograph amplifier, radio amplifier, or loudspeaker or other amplifying device, for the purpose of attracting the attention of persons upon the public streets to any business or trade, or for the purpose of advertising goods, wares or merchandise to the public, except as otherwise provided in this section. Such loud, unnecessary, unusual or objectionable noise which disturbs the public peace or annoys the inhabitants, and the maintenance or operation thereof, is hereby declared to be a nuisance.
- B. Exemption: The provisions of this section shall not apply to music furnished by any person to the exclusive enjoyment of persons actually on the premises or within the place of business of such person, provided the music so furnished shall not be sufficiently loud or offensive to annoy the public generally or to disturb the peace; provided further, that no loudspeaker located upon any premises outside the walls of any building located thereon shall be operated between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. (Ord. 2005-30, 10-4-2005, eff. 12-1-2005)
- C. Violation: Violation of this chapter shall have a maximum fine of seven hundred fifty dollars (\$750.00) plus costs.

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

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

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

Section V: Codification. This ordinance shall be codified as Title 5, Chapter 8, Section 5-8-1 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 12, ENTITLED "PAWNBROKERS" TO RENAME THE CHAPTER TO "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS"; TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 12, ENTITLED "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS," SECTION 3-12-1, ENTITLED "DEFINITIONS," TO ADD DEFINITIONS FOR SECONDHAND DEALERS AND SCRAP METAL DEALERS; TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 12, ENTITLED "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS," SECTION 3-12-2, ENTITLED "REGULATORY FEE REQUIRED," TO ADD SCRAP METAL AND SECONDHAND DEALERS TO THE LICENSING REQUIREMENTS ALREADY IN PLACE FOR PAWNBROKERS; TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 12, ENTITLED "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS," SECTION 3-12-3, ENTITLED "COPY OF REPORTS OF BUY OR PAWN TRANSACTIONS" TO RENAME THE SECTION TO "ELECTRONIC RECORDS AND REPORTS" AND REPLACE HARD COPY REPORTING WITH ELECTRONIC REPORTING; CHAPTER 12, ENTITLED "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS," SECTION 3-12-4, ENTITLED "EXAMINATION, INVESTIGATIONS AND ACCESS TO RECORDS," TO CREATE PRESUMPTIONS AND TO REQUIRE THE KEEPING OF ELECTRONIC RECORDS FOR A PERIOD OF TIME; CHAPTER 12, ENTITLED "PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS," SECTION 3-12-6, ENTITLED "PROHIBITED PRACTICES," TO EXPAND THIS SECTION TO GOVERN ALL COVERED BUSINESSES; REPEALING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 13, ENTITLED "SECONDHAND DEALERS" BECAUSE SECONDHAND DEALERS HAVE BEEN INCLUDED IN CHAPTER 12; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

Chapter 12

PAWNBROKERS¹, SECONDHAND DEALERS AND SCRAP METAL DEALERS

Section I: That Title 3, Chapter 12, Section 3-12-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-12-1: DEFINITIONS²:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ADMINISTRATOR: The administrator of consumer affairs defined in the uniform consumer credit code.

PAWN TRANSACTION: The act of lending money on the security of pledged goods or the act of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

PAWNBROKER: A person engaged in the business of making pawn transactions.

PLEDGED GOODS: Tangible personal property other than choses in action, securities of printed evidences of indebtedness, which property is deposited with or otherwise delivered into the possession of a pawnbroker in the course of his business in connection with a pawn transaction. (1994 Code § 33-16; amd. 2003 Code)

SECONDHAND DEALERS: "Secondhand dealer" shall mean any person, other than "pawnbrokers" as defined in section 3-12-1 of this title, who shall engage in the occupation or business of dealing in any secondhand or previously used goods, wares or merchandise from individuals other than other licensed dealers, garage sale licensees, or from estate sales. (1994 Code § 33-70)

SCRAP METAL DEALERS: A person engaged in the business of buying or selling old ("scrap") metals.

Section II: That Title 3, Chapter 12, Section 3-12-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-12-2: REGULATORY FEE REQUIRED:

No person shall carry on the business of pawnbroker, secondhand dealer or scrap metal dealer without first having paid an annual regulatory fee provided for in section 2-6B-10 of this code. (1994 Code § 33-21; amd. 2003 Code)

Section III: That Title 3, Chapter 12, Section 3-12-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-12-3: ~~COPY OF REPORTS OF BUY OR PAWN TRANSACTION~~ ELECTRONIC RECORDS AND REPORTS:

~~A. Requirement; Contents Of Report: Any pawnbroker shall make available a copy of reports within three (3) days of any buy or pawn transaction to the chief of police or his designee; provided, that merchandise bought on invoice from a manufacturer or wholesaler with an established place of business is exempt from this reporting requirement. However, such invoice shall be shown upon request to the chief of police or his designee. The copy of report shall include:~~

- ~~1. The name and address of the pawnshop.~~
 - ~~2. The name, address, weight, height, date of birth and either identification number of the seller or customer making the pawn transaction with the pawnshop as verified by either a state issued identification card, driver's license or federal government issued identification card or by readable fingerprint of right or left index finger on the back of the pawn or buy transaction copy to be retained for the pawnbroker's record.~~
 - ~~3. The buy or pawn transaction number.~~
 - ~~4. The date of the transaction.~~
 - ~~5. The manufacturer of the item.~~
 - ~~6. A description of the item.~~
 - ~~7. The serial number and model number, where available, and any other identifying markings.~~
- A. Beginning January 1, 2014, all pawnbrokers, secondhand dealers and scrap metal dealers shall subscribe to LeadsOnline or the City's then current electronic reporting system and maintain said subscription throughout the term of the business license. Every business governed by this chapter shall enter and upload all information from its books and records regarding contracts for purchase, pledges, and purchase transactions to LeadsOnline on a daily basis. Every data field shall be utilized. The online subscription service is currently provided at no cost to the business owner. In the event that the reporting system used by the City malfunctions or is otherwise not operational, the business shall keep a written record of any and all transactions made during the time the service is not operational, and shall input those records into the reporting system within twenty-four (24) hours after the service becomes operational. Additionally, should the service remain non-operational for more than twenty-four (24) hours, written reports shall be forwarded to the Chief of Police on a daily basis.
- B. Holding Items Bought: Items bought, except on invoice from a manufacturer or wholesaler with an established place of business, shall be held for ten (10) days before being disposed of or sold.
- C. Declaration ~~O~~of Ownership ~~F~~from Seller: The business shall obtain a written declaration of ownership from the seller or pledgor on all buy and/or pawn transactions, except refinance pawn transactions or merchandise bought from a manufacturer wholesaler with an established place of business. The seller or pledgor shall be required to state how long he has owned the property described in the transaction. The declaration of ownership shall appear on the bill of sale or pawn ticket, to be completed by the seller or the pledgor at the time of the transaction. (1994 Code § 33-17)

Section IV: That Title 3, Chapter 12, Section 3-12-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-12-4: EXAMINATION, INVESTIGATIONS AND ACCESS TO RECORDS:

A. Police Examination ~~Or~~ Inspection; Information Confidential:

1. The books, accounts, papers, correspondence, records and property taken, purchased or received shall be open for inspection at any reasonable time to the Cehief of police or his written designee, without any need of judicial writ or other process. In the course of an examination, any authorized peace officer shall have free access to the office, place of business, files, safes and vaults of the pawnbroker, and shall have the right to make copies of any books, accounts, papers, correspondence and records insofar as they pertain to ~~the a~~ business regulated by this chapter.
2. The information obtained in the course of any examination or inspection shall be confidential, except in civil or administrative proceedings conducted by the administrator, or criminal proceedings instituted by the state or unless required to be released under Oklahoma law.

B. ~~Presumption; Acting as Pawnbroker: For the purpose of this section, any person who advertises for, solicits or holds himself out as willing to make pawn transactions shall be presumed to be a pawnbroker.~~

1. Acting as Pawnbroker: For the purpose of this ordinance, any person who advertises for, solicits or holds himself out as willing to make pawn transactions shall be presumed to be a pawnbroker.
2. Acting as a Secondhand Dealer: For the purpose of this ordinance, any person who advertises for, solicits or holds himself out as willing to make secondhand transactions shall be presumed to be a secondhand dealer.
3. Acting as a Scrap Metal Dealer: For the purpose of this ordinance, any person who advertises for, solicits or holds himself out as willing to make scrap metal transactions shall be presumed to be a scrap metal dealer.

C. Maintaining Records: Each ~~pawnbroker-business goverend by this chapter~~ shall preserve or make available the ~~books and electronic~~ records required by this chapter for each of its ~~pawn~~ transactions for at least four (4) years from the date of the transaction, or two (2) years from the date of the final entry thereon, whichever is later. ~~Each pawnbroker's system of records shall be accepted if it discloses such information as may be reasonably required under this chapter.~~-(1994 Code § 33-18)

Section V: That Title 3, Chapter 12, Section 3-12-6 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-12-6: PROHIBITED PRACTICES:

A ~~pawnbroker business governed under this chapter~~ shall not:

- A. Accept a pledge or purchase property from a person, male or female, under the age of eighteen (18) years.
- B. Accept any waiver, in writing or otherwise, of any right or protection accorded a customer under this chapter.
- C. Fail to exercise reasonable care to protect pledged goods from loss or damage.
- D. Fail to return pledged goods to a customer upon payment of the full amount due the pawnbroker on the pawn transaction.
- E. Enter any pawn transaction which has a maturity date more than one month after the date of the transaction.
- F. Accept collateral or buy merchandise from a person unable to supply verification of identity by photo identification by either a state issued identification card, driver's license or federal government issued identification card or by readable fingerprint of right or left index finger on the back of the pawn or buy transaction copy to be retained for the pawnbroker's record. (1994 Code § 33-20)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): State law reference - pawnshop act, 59 OS § 1501 et seq.

[Footnote 2](#): State law reference - similar provisions, 59 OS § 1502.

Section VI: That Title 3, Chapter 13, Sections 3-13-1 through 3-13-6 of the Enid Municipal Code, 2003, are hereby repealed.

~~3-13-1: DEFINITION:~~

~~"Secondhand dealer" shall mean any person, other than "pawnbrokers" as defined in section [3-12-1](#) of this title, who shall engage in the occupation or business of dealing in any secondhand or previously used goods, wares or merchandise from individuals other than other licensed dealers, garage sale licensees, or from estate sales. (1994 Code § 33-70)~~

~~3-13-2: LICENSE REQUIRED; FEE:~~

~~No person shall engage in the occupation or business of dealing in secondhand goods, wares or merchandise without having procured a license, which shall be issued upon the payment of the fee provided for in section [2-6B-10](#) of this code, and the completion of a secondhand dealer application. (1994 Code § 33-71)~~

~~3-13-3: RECORD OF PURCHASES; BILL OF SALE:~~

~~A. Record Of Purchases: The dealers shall keep a record of all purchases made and goods received from individuals showing a description of each article received or purchased, with serial or other identification number, if available, and the date of receipt. The name and address of the individual should be recorded as well as the information obtained from a photo identification card, and the dealer shall also require the individual to sign a receipt.~~

~~B. Exception; Bill Of Sale: No person shall be required to furnish a description of any property purchased from manufacturers or wholesale dealers having an established place of business or of any goods purchased from bankrupt stock, or from any other person having an established place of business. Such goods shall be accompanied by a bill of sale or other evidence of open and legitimate purchase; the bill shall be shown to any officer upon demand. (1994 Code § 33-72)~~

~~3-13-4: RESTRICTION ON DISPOSITION OF GOODS:~~

~~All persons, firms or corporations engaged in the business of secondhand dealers are hereby required to hold separate and apart for a period of ten (10) days, before mixing with other goods already in stock in such establishment, all goods or chattels, pawned, hypothecated, left or mortgaged from individuals, as outlined in section 3-13-1 of this chapter, to such establishment. (1994 Code § 33-73)~~

~~3-13-5: INSPECTION OF RECORDS OR ARTICLES BY AUTHORIZED PERSONS:~~

~~All records required by this chapter shall, at all times, be kept open to the inspection of the chief of police and the sheriff of the county, or the deputy of either, to any officer of the police department, to the city attorney and to the district attorney, and to anyone authorized, in writing, for the purpose by the chief of the police department, and exhibiting that authority to the secondhand dealer. The secondhand dealer shall, upon request, show and exhibit any article or articles purchased, taken or received by him to the authorized person or officer for inspection. (1994 Code § 33-74)~~

~~3-13-6: PROHIBITED TRANSACTIONS:~~

~~A. Minors: No secondhand dealer shall buy or receive any secondhand goods at any time from a minor under eighteen (18) years of age unless he is accompanied by his parent or legal guardian. A record of all such sales shall be permanently kept giving the date and description of the goods received, with the name and address of the minor and his parent or legal guardian, as required by section 3-13-3 of this chapter.~~

~~B. Intoxicated Persons: It is unlawful for any secondhand dealer to purchase, take or receive on deposit, or to accept possession of, any article or property from any person under the influence of intoxicating liquors or drugs. (1994 Code § 33-75)~~

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

Section VIII: 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 IX: 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 X: Codification. This ordinance shall be codified as Title 3, Chapter 12, Section 3-12-1 through 3-12-4 and Section 3-12-6 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 17th day of December, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

RESOLUTION

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY ATTORNEY TO LEVY A JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA ENTERED IN FAVOR OF ELDON R. STEPHENS, AND AGAINST THE CITY OF ENID IN THE AMOUNT OF FORTY THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$40,375.00); PROVIDING THAT THIS JUDGMENT WILL BE LEVIED PURSUANT TO 62 OKLA. STAT. §§ 365.1-365.6 AND TITLE 2, CHAPTER 3, SECTION 2-3-2D OF THE ENID MUNICIPAL CODE, 2003; APPROVING AN AGREEMENT ACKNOWLEDGING SUCH JUDGMENT; PROVIDING FOR THE PAYMENT OF SUCH JUDGMENT IN EXCHANGE FOR THE CITY'S PROMISE TO REPAY SUCH JUDGMENT FROM COLLECTED TAX LEVIES; AND DECLARING AN EMERGENCY.

EMERGENCY RESOLUTION

WHEREAS, Eldon R. Stephens suffered a work-related injury to his lumbar spine on July 27, 2012, during the course of his employment; and,

WHEREAS, This matter was adjudicated before the Workers' Compensation Court of the State of Oklahoma on **December 4** 2013, with the Court entering an Order awarding Eldon R. Stephens Forty Thousand three hundred seventy-five dollars (\$40,375.00) and,

WHEREAS, the Mayor and Board of Commissioners deem it in the best interest of the City of Enid to take the actions as provided for in this Resolution.

NOW, THEREFORE, be it resolved by the Mayor and Board of Commissioners of the City of Enid, that:

1. This judgment shall be levied as provided by 62 O.S. §§ 365.1 - 365.6 and Title 2, Chapter 3, Section 2-3-2D of the Enid Municipal Code, 2003; and be paid as follows:
 - A. Payment on June 15, 2015, of one-third (1/3) of the principal amount together with statutory interest, if any, accrued to date;
 - B. Payment on June 15, 2016, of one-third (1/3) of the principal amount with statutory interest, if any, accrued since first payment;
 - C. Payment on June 15, 2017, of the balance of the principal and statutory interest due, if any.
2. An agreement acknowledging such judgment pursuant to an Acknowledgment of Judgment attached hereto and providing for the payment of such judgment in

exchange for the City's promise to repay such judgment from collected tax levies is hereby approved.

EMERGENCY. WHEREAS, it being immediately necessary for the preservation of the peace, health, safety, and public good of the City and the inhabitants thereof and the prompt payment of lawful claims that the provisions of this Resolution be put in full force and effect, an emergency is hereby declared to exist. By reason whereof, this Resolution shall take effect and be in full force and effect after its passage, as provided by law.

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

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

ATTEST

(SEAL)

Linda Parks, City Clerk

APPROVED AS TO FORM AND LEGALITY

Andrea L. Chism, City Attorney

**ACKNOWLEDGMENT OF JUDGMENT AND
AGREEMENT FOR PAYMENT OF JUDGMENT**

WHEREAS, judgment was entered in the Workers' Compensation Court of the State of Oklahoma, in favor of Eldon R. Stephens in the amount of Forty Thousand Three Hundred Seventy-Five Dollars (\$40,375.00); and,

WHEREAS, the above described judgment requires payment in full of the amount specified, with interest accruing at the applicable Oklahoma statutory judgment rate on the unpaid balance; and,

WHEREAS, the Mayor and Board of Commissioners determined it to be in the best interest of The City of Enid to pay this judgment by levy for ad valorem tax according to the provisions of Title 62 §§ 365.1 – 365.5 of Oklahoma Statutes of 2001, as amended, and Title 2, Chapter 3, Section 2-3-2D of the Enid Municipal Code of 2003, as amended; and,

WHEREAS, the Mayor and Board of Commissioners of The City of Enid, Oklahoma, desire to place this judgment on the county judgment rolls and have the payment of said judgment be made in full on ~~April 16~~December 4, 2013; and,

WHEREAS, The Enid Municipal Authority (EMA), a Public Trust, is willing to purchase and accept assignment of the judgment, and it understands that payment of the judgment will be made from the EMA, through the collection of ad valorem taxes.

NOW THEREFORE, in consideration of the mutual covenants of the parties, the Mayor and Board of Commissioners of the City of Enid and the Enid Municipal Authority, hereby covenant and agree:

1. That by virtue of assignment by Eldon R. Stephens of his judgment to the EMA, it is entitled to payment of the judgment in the sum of Forty Thousand Three Hundred Seventy-Five Dollars (\$40,375.00), with interest accruing at the

applicable Oklahoma statutory judgment rate on the unpaid balance.

2. That the EMA accepts assignment of this judgment and payment according to tax levy as cited herein.
3. That the dates for payment of the judgment from tax levy proceeds by the Mayor and Board of Commissioners of the City of Enid, Oklahoma is as follows:
 - A. Payment on June 15, 2015, of one-third (1/3) of the principal amount together with statutory interest, if any, accrued to date;
 - B. Payment on June 15, 2016, of one-third (1/3) of the principal amount with statutory interest, if any, accrued since first payment;
 - C. Payment on June 15, 2017, of the balance of the principal and statutory interest due, if any.
4. That the parties understand that the amount of the interim annual payments may vary according to tax collections by Garfield County and allocation and receipt thereof by Enid and that payment shall be applied first to interest, then to principal.

DATED this ___ day of _____, 2013.

THE ENID MUNICIPAL AUTHORITY

EMA Trust Manager

(SEAL)

ATTEST:

Linda Parks, Secretary

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

APPROVED AS TO FORM AND LEGALITY

Andrea L. Chism, City Attorney

ORDINANCE NO. _____

AN ORDINANCE CLOSING THE UTILITY EASEMENT SITUATED ON PARTS OF LOTS THREE (3) AND FOUR (4), BLOCK ONE (1), KINGS GARDENS ADDITION TO THE CITY OF ENID.

SECTION I. EASEMENTS CLOSED. The required notices of hearing on passage of this Ordinance having been given, the easements described below is hereby closed:

Utility Easements situated on parts of Lots Three (3) and Four (4), Block One (1), Kings Gardens Addition to the City of Enid, more particularly described as follows:

A strip of land 20 feet in width and being 10 feet wide on each side of a center line, beginning at a point 265.5 feet South of the Northwest Corner of Lot 3, Block 1, Kings Gardens Additions; thence East 165 feet to the East line of said Lot.

AND

A strip of land 20 feet in width and being 10 feet wide on each side of a center line, beginning at a point 265.5 feet South of the Northwest Corner of Lot 4, Block 1, Kings Gardens Additions; thence East 165 feet to the East line of said Lot.

SECTION II. UTILITIES. Closing of this easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein.

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

City of Enid, Oklahoma

William Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

RESOLUTION

A RESOLUTION PROVIDING LOCAL SUPPORT TO CARLAND GROUP, LLC'S APPLICATION TO THE OKLAHOMA AFFORDABLE HOUSING AGENCY FOR AFFORDABLE HOUSING TAX CREDIT

WHEREAS, Oklahoma's Affordable Housing Tax Credits Program uses federal tax credits available under Section 42 of the Internal Revenue Code as a tool for the creation and maintenance of rental housing units for low and very-low income households; and,

WHEREAS, Carland Group, LLC develops and operates affordable housing throughout the State in an effort to support and empower low-income residents living in those units; and,

WHEREAS, Carland Group, LLC is proposing to construct Forest Ridge Heights, a thirty-five (35) unit low-income housing development to be located east of the intersection of Valley View Road and Forestridge Drive in the City of Enid; and,

WHEREAS, the proposal directly addresses some of the needs identified in the 2013 "Enid Area Housing Demand Study"; and,

WHEREAS, the City of Enid, Oklahoma, supports economic development and promotes affordable housing for the benefit of the citizens of Enid, Oklahoma and through this resolution pledges contributions in kind or cash support in the amount of \$14,500.

NOW THEREFORE, BE IT RESOLVED by the City of Enid by and through its Mayor and Board of Commissioners, that the City of Enid supports favorable consideration to be given for a tax credit award for this development.

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with Enid's affordable housing strategies and comprehensive plan.

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

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Carland Group

11032 Quail Creek Road, Suite 108 Oklahoma City, OK 73120
Phone: 405.286.3434 Fax: 405.286.3336



November 21, 2013

Eric Benson, Enid City Manager
401 West Owen K. Garriott Road
Enid, Oklahoma 73702

Dear Mr. Benson,

Enclosed you will find Carland Group's application for a "Resolution of Support" and \$14,001 in "Community Support" for our proposed Internal Revenue Service Section 42 Affordable Housing Tax Credit rental development. The development, Forest Ridge Heights, will consist of up to 35 single family detached homes.

The requested \$14,001 in "Community Support" will fulfill a very important proposal rating criterion under the Oklahoma Housing Finance Agency's (OHFA) Affordable Housing Tax Credit Program. Under OHFA's competitive rating system, proposals are awarded points for tangible contributions directly related to proposed developments. To qualify for points, contributions must reduce total development costs or add to the value of proposed developments and be specifically related to developments. The form of support we seek is a waiver of building permits and/or water/sewer tap fees. Additionally, a "Community Support" commitment will reduce total development costs and the amount of first mortgage debt.

In order to assist the Council in determining how the proposed development promotes the best interests of the city we are providing the following:

- ✓ A summary of the development cost, number of units, unit sizes, unit and resident amenities, energy efficiency features, income targeting, proposed rents.
- ✓ Information regarding the proposed development's ability to address the market demand and development opportunities identified by the "Enid Area Housing Demand Study" date July 2013.
- ✓ Local economic benefits resulting from the development.
- ✓ An overview of the rent-to-own structure and process.

We are excited at the opportunity to contribute to Enid's local economy through the addition of quality affordable housing and hope you will support our development proposal.

Should you or any of the Council members have questions, do not hesitate to contact me or our consultant, Byron DeBruler (Office: 405.396.2032 or Cell: 405.202.1610).

Sincerely,

Terry Carty,
Managing Member
Carland Group, LLC

Enclosure



Summary of the Development:

- ☑ Development Name: Forest Ridge Heights
- ☑ Location: to be located east of the intersection of Valley View Rd. and Forest Ridge Dr. in Census Tract 6. (**Exhibit #1**)
- ☑ Ownership Entity: Forest Ridge Heights, LP (“To Be Formed”)
- ☑ Total Development Cost: approximately \$6.5 to \$7 million
- ☑ Number of units: 35 income and rent restricted units
- ☑ Unit Sizes: 1,100 to 1,300 square feet of living area with approximately 400 square foot garages
- ☑ Unit Amenities: Ceiling fans in bedrooms and living rooms; dishwashers; garbage disposals; microwaves; security alarm system in each unit; storm shelters for each dwelling that meets or exceeds FEMA guidelines; building facades that are a minimum of 60% brick or stone; and, washers and dryers in each unit
- ☑ Development Amenities: Onsite computer workstations with internet access, playground/tot lot with equipment, library, splash pad, outdoor covered seating, club house/community room, sidewalk/walking trail, sports facilities (e.g. soccer field, basketball court, etc.) and fitness center with equipment
- ☑ Energy Efficiency Features: shower heads with a maximum of 2.5 gallons per minute flow rate; R-2 insulation on exposed hot water pipes; Energy Star qualified appliance; Energy Star qualified windows with Low E glass; Energy Star qualified HVAC; Energy Star qualified efficiency water heaters; use of low or no VOC paint throughout the development; on-site recycling for aluminum, newspaper, glass, and plastics; photovoltaic (solar powered) exterior lighting; programmable thermostats; R-3 or better insulation installed around the exterior foundation of every building; and spray foam insulation.
- ☑ Income Targeting: 50% of the units will target households at 50% of the median family income and 50% will target those at 60% of the median family income (see **Exhibit #2** Income Table)
- ☑ Approximate Proposed Net Rents: 50%MFI/\$489, 60%MFI/\$627; 50%MFI handicapped/\$244, 60%MFI handicapped/\$313
- ☑ Utilities: total electric, paid by tenant

Proposed Development’s Ability to Address the Market Demand and Development Opportunities Identified in the 2013 “Enid Area Housing Demand Study”

The “Enid Area Housing Demand Study” indicates the following:

- 📊 A strong base demand for affordable rentals particularly affordable rentals with monthly contract rents under \$850
- 📊 Limited multifamily supply relative to demand
- 📊 A demand for single family rentals

Carland’s proposed single family rental development addresses the the items above by:

- 📊 Producing affordable rental dwellings with net rents ranging from approximately \$500 to \$650 per month.
- 📊 Adding 35 rental dwellings that address the high rental demand market
- 📊 Adding single family rental in response to market demand

Economic Benefits

The construction of 35 single family dwellings is anticipated to result in the following economic benefits:

- ☑ One-time state sales taxes: \$95,130
- ☑ One-time local sales taxes: \$43,225
- ☑ Annual ad valorem taxes: \$22,750
- ☑ Temporary employment per unit: 45 man-years

The above economic benefits are calculated using a model created by the Oklahoma Department of Commerce that relies on the following assumptions:

- ☑ Materials constitute 50% of construction costs
- ☑ Payroll constitutes 20% of construction costs
- ☑ Average state consumption taxes on income of 2.25%
- ☑ Average local consumption taxes on income of 1.00%
- ☑ Average income tax rate on \$20,000 of household income of 2.58%
- ☑ Effective property tax rate as a percent of fair market value of 1.00%
- ☑ State sale tax on construction purchases of 4.50%
- ☑ Local sales taxes on construction purchases of 3.00%

Overview of Rent-to Own

Forest Ridge Heights will be a single-family lease-purchase development in which tenants have the option to purchase their homes after the fifteen (15) year federal tax credit program period of affordability is completed. This type of lease-purchase program offers a tangible benefit to low-income residents: the opportunity for homeownership and instant equity upon purchase.

Experience in rent-to-own tax credit developments has shown residents are more likely to take an active role in the care of their units and invest their own funds in maintenance and upgrades. Additionally, residents who plan to buy their units are less likely to move out which in turn helps maintain high occupancy rates for the duration of a project and minimize vacancy losses and related expenses.

Tenants that choose to enter into Lease-Purchase Agreements are given leases that allow them to be eligible to purchase their unit. Tenants have the right to the purchase option during the first year of their occupancy or anytime within the fifteen (15) year federal Program Period of Affordability. Tenants are required to attend homebuyer education and, if needed, credit counseling to prepare them for homeownership. In the Forest Ridge Heights development, homebuyer education and credit counseling will be offered to tenants as they approach year 13 of residency by Community Development Support Association (CDSA).

Tenants participating in the lease-to-own option are responsible for typical homeowner tasks such as:

- ✓ Cutting grass, trimming bushes and shrubs, weeding and fertilizing, planting flowers as needed
- ✓ Maintaining front and rear yard (keep free of trash, leaves and debris) and keeping trash cans covered at all times
- ✓ Shoveling snow in winter and keeping service walks free from snow and ice at all times (unless handicap prevents performance of tasks)
- ✓ Replacing broken or missing address house numbers on house

- ✓ Painting interior walls, ceilings, trim and any other paintable surfaces as needed
- ✓ Cleaning carpets as needed (no less than annually)
- ✓ Caulking sink and tub areas as needed
- ✓ Changing furnace air filters at least every quarter
- ✓ Testing smoke and CO2 detectors monthly and replacing batteries every six months or sooner if needed

Tenants choosing the lease-purchase option will have access to an “Applied Equity Account” (AEA). These accounts accrue “paper” credits in subsidiary ledgers only; no cash is saved or deposited to bank accounts on behalf of tenants. Management accumulates purchase credits into the tenant’s AEA based satisfying program requirements. After year 15, tenants in the lease purchase program may access credits to reduce sales prices provided they meet the mutually agreed upon terms [maintenance duties, attends required credit counseling and/or homebuyer education classes and maintain a good rental history].

Purchase credits will accumulate as follows:

- Years 1 to 5 at the rate of \$500.00 per year (\$2,500 for the period)
- Years 6 to 10 at the rate of \$1,000 per year (\$5,000 for the period)
- Years 11 to 15 at a rate of \$1,500 per year (\$7,500 for the period)
- Tenants entering Lease-Purchase Agreements in year one, Applied Equity accounts can accumulate to \$15,000 by the end of year fifteen (15). If a tenant with lease-purchase option moves, the next **tenant provided they elect to participate** in the lease-purchase option may assume the accumulated Applied Equity Account.
- Funds in the Applied Equity Account remain with the unit and may be assumed by subsequent tenants that elect to participate in the lease-to-own option.

Continued Affordability is addressed at the time homes are sold through the use of a resale provision recorded with mortgages that restrict future sales to income eligible buyers. At the end of fifteen years, the tenant may purchase their home at market price. This market price will be determined by a third party independent appraisal and will be reduced by the amount of the Applied Equity Account; down payment assistance from federal sources such as HOME funds, Federal Home Loan Bank’s Affordable Housing Program; and/or, the developer lowering the sale price of homes. Since the market value of the homes will exceed the outstanding first mortgage debt at year 15, the developer will have flexibility in the pricing of the homes at the time of sale.

Exhibit #1

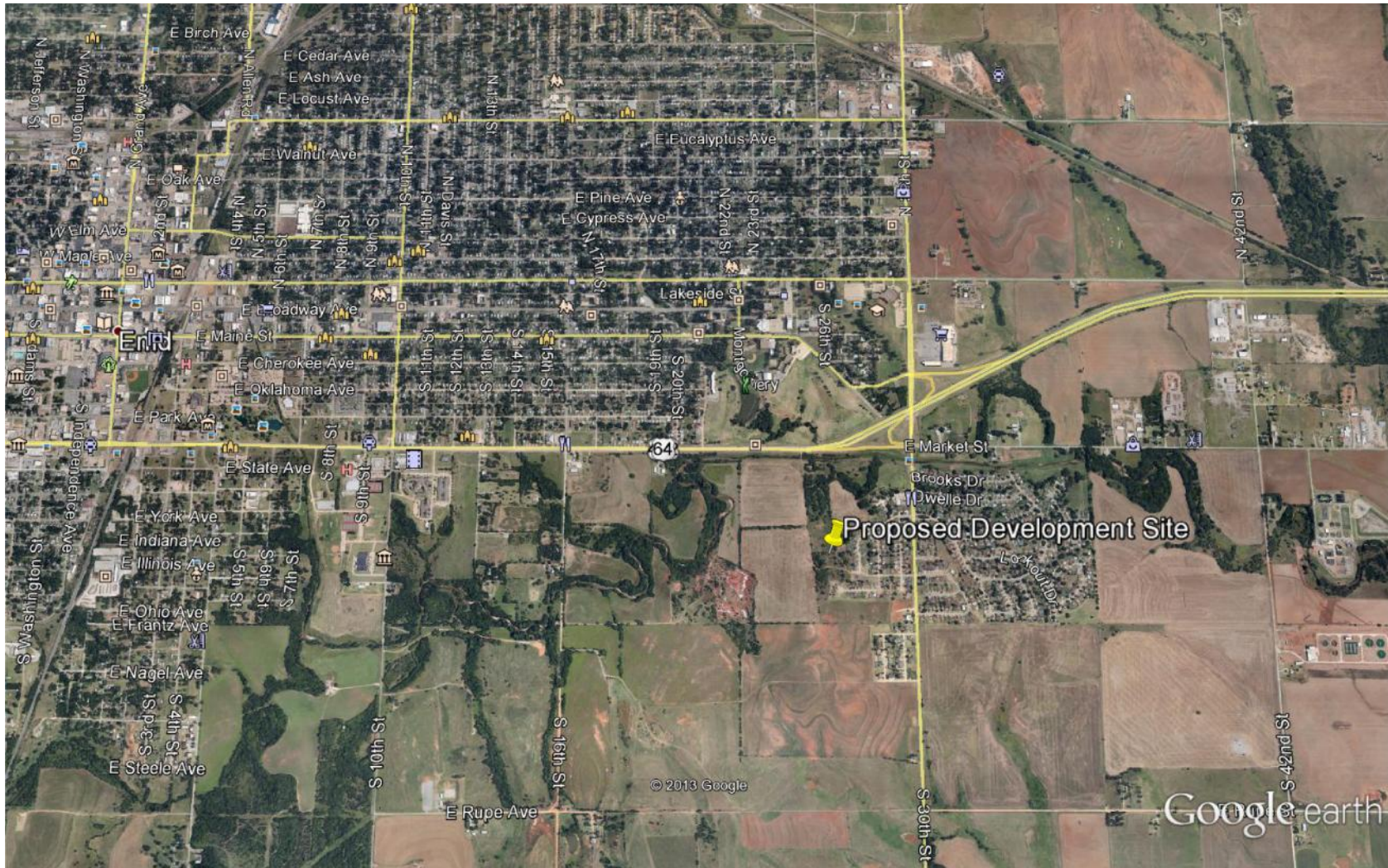


Exhibit #2

Income Table Garfield County 50% & 60% Median Family Income Limits

Family Size	50% Income Limit	60% Income Limit
1 person	\$18,700	\$22,440
2 person	\$21,350	\$25,620
3 person	\$24,000	\$28,800
4 person	\$26,650	\$31,980
5 person	\$28,800	\$34,560

FROM: Murali Katta, Project Engineer
DATE: December 5, 2013

PAGE 1 OF 1

CANVASS OF BIDS
for
1400-1900 West Rupe waterline Extension
Project Number W-1401A

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
------------------------------	----------------------------	--------------

Continental Construction 5720 N. Industrial Blvd., Edmond, OK 73034	Base Bid	\$ 290,009.00
---	----------	---------------

Total	\$290,009.00
-------	--------------

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

DEVIATIONS: Did not meet the specifications.

Goins Enterprises 3255 N County Ln 252 Joplin, MO	Base Bid	\$ 272,070.00
---	----------	---------------

Total	\$ 272,070.00
-------	---------------

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

DEVIATIONS: Did meet the specifications.

Luckinbill, Inc P.O.BOX: 186 ENID, OK	Base Bid	\$ 168,898.00
---	----------	---------------

Total	\$ 168,898.00
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: Did meet the specifications.

Mathew's Trenching Co., Inc P.O.Box: 15479 Oklahoma City, OK	Base Bid	\$ 234,455.00
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Total	\$ 234,455.00
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: Did meet the specifications.

RECOMMENDATION: Award contract to Luckinbill, Inc., in the amount of \$ 168,898.00

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN
ENID ECONOMIC DEVELOPMENT AUTHORITY AND
ENID REGIONAL DEVELOPMENT ALLIANCE, INC.**

This Contract is made and entered into by and between Enid Economic Development Authority, a Public Trust, hereinafter called "EEDA", and Enid Regional Development Alliance, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Alliance."

WITNESSETH

WHEREAS, EEDA intends and desires to contract with the Alliance to promote the economic development of the City of Enid, Oklahoma (hereinafter "Enid"); and,

WHEREAS, EEDA desires to contract with Alliance to increase the revenue of Enid and its inhabitants and to provide employment for them by attracting, developing, retaining, and encouraging business, industry, and quality job creation; therefore, both economic development and this contract serve a public purpose, which is to promote the general health, safety, and welfare of the citizens of Enid; and,

WHEREAS, EEDA makes this contract for the additional purpose of continuing a long-term relationship with Alliance, and promoting continuity and stability for economic development programs within Enid; and,

WHEREAS, the Trustees of the EEDA deem this contract and the services to be performed hereunder to be unique as a professional services contract; and,

WHEREAS, This contract and EEDA's investment commitment are made with the parties anticipating similar investment from the other members of the Alliance in cooperation to accomplish the purpose hereinbefore stated and economic development for Garfield County in general; and,

WHEREAS, Alliance is a non-profit corporation, comprised of public and private members, with a mission to assure the economic prosperity of the Enid region.

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 Alliance. EEDA hereby engages Alliance for Alliance to perform certain economic development services for the benefit of Enid and EEDA. Alliance accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Alliance to promote the economic development of Enid by, including, but not limited to, advertising Enid to potential new industries, attracting new industries to Enid, retaining existing jobs, creating additional jobs by the expansion of existing industry, and providing such capital

improvements that may be required to locate such new industry or to retain or expand existing industry. Alliance shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work includes the following objectives:

- a. Develop and implement a mission statement, goals, and program of work for comprehensive economic development for Enid.
 - b. Attract new jobs with an emphasis on higher paying jobs.
 - c. Facilitate expansion and job growth in existing businesses.
 - d. Develop, package, and recommend performance based local incentives to enhance the creation of new jobs (shell buildings, low interest financing, job credits, tax inducements, etc.).
 - e. Raise per capita income and median household income in Enid and Garfield County.
 - f. Achieve a population growth rate above the average of that of the state of Oklahoma.
3. Term. This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
 4. Budget. In order to be considered for future fiscal year funding, on or before April 30, 2014, Alliance shall submit a budget to EEDA's Trust Manager for the following July 1st through June 30th fiscal year.
 5. Compensation. Alliance will be compensated in the amount of six hundred thousand dollars (\$600,000.00) to provide economic development services as described in Paragraph 2 to be paid in four (4) equal quarterly installments.
 6. Independent Contractor Status of Alliance. Alliance is a separate, legal entity subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for Alliance under this contract shall be employees of Alliance and shall not be considered employees of EEDA. The hiring, discharge, supervision, and management of the employees of Alliance who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Alliance employees who are required to perform the duties of Alliance, 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 Alliance hereunder shall be within the sole direction of Alliance.

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. Authority. Neither by this agreement, nor by its membership in Alliance does EEDA delegate any authority to Alliance to make decisions for EEDA. Alliance's powers and purpose by virtue hereof are fact finding, informational, recommendatory, or advisory with no decision-making authority in relation to EEDA. EEDA maintains its autonomy to operate and accomplish its purpose and objectives as prescribed in its founding documents. Alliance has no authority to obligate EEDA or any of its funds but only has the use and support of its investment commitment paid as provided herein for economic development services.
9. Compliance with Laws. Alliance 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.
10. 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.
11. Termination, Remedies Upon Default.
 - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
 - b. A default by Alliance shall result in the requirement to return funds to the EEDA and/or disqualification from future funding.
 - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

12. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

13. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

14. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

EEDA:
Attn: Trust Manager
P. O. Box 1768
Enid, Oklahoma 73702

Alliance:
Attn: Brent Kisling
2020 Willow Run, STE 135
Enid, Oklahoma 73703

or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be effective on the date of delivery.

15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.

16. Indemnification and Hold Harmless. Alliance shall defend, indemnify and hold harmless the EEDA and any and all officers, agents and employees of the EEDA, 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 Alliance, 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.

17. 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.

18. 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.
19. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
20. 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.
21. 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 such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
22. 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.
23. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
24. Identity Theft Prevention. Alliance, 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. Alliance 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.
26. Governmental Tort Claims Act. By entering into this Agreement, EEDA 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. Employment Verification. The EEDA requires all contractors to verify that employees working pursuant to contracts with the EEDA are legally authorized to work in the United States. Alliance agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Alliance 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.

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

Date: _____

"EEDA"
Enid Economic Development Authority,
a Public Trust

William E. Shewey, Trust Chair

(SEAL)

ATTEST:

Linda Parks, Secretary

Date: _____

"ALLIANCE"
Enid Regional Development Alliance, Inc.
an Oklahoma Non-Profit Corporation

Brent Kisling, Executive Director

WITNESS:

Signature

Printed Name and Title

PURCHASING CARD CLAIMS LIST

12/13/2013

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

DE SOUSA LLC	PO0118338	CLOCK	150.98
FRONTIER 42221772413180	PO0118338	AIRFARE/SHOTSHOW/E BENSON	377.80
JUMBO FOODS	PO0118338	BOTTLED WATER	16.97
LOWES #00205*	PO0118338	LIGHT BULBS	30.54
SYX*TIGERDIRECT.COM	PO0118338	CLOCK	72.76
ADMINISTRATIVE SERVICES TOTAL			649.05

FUND 10 DEPT 110 - HUMAN RESOURCES

754 THE ENID NEWS & EA	PO0118338	ONLINE ACCESS 12/13	11.99
ACE HARDWARE	PO0118338	PUSH BROOM/MINI LIGHTS	24.98
AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	30.00
BINDERTEK	PO0118338	BINDERS/INDEX/TABS	32.43
PREHIRE SCREENING SERV	PO0118338	PREHIRE BACKGROUND CHECK	367.70
HUMAN RESOURCES TOTAL			467.10

FUND 10 DEPT 120 - LEGAL SERVICES

AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	25.00
HOLIDAY INNS	PO0118338	MEAL/TAKINGS CONFERENCE/A CHISM	50.31
HUDSON NEWSNEWARK A	PO0118338	MEAL/TAKINGS CONFERENCE/A CHISM	13.35
MARKET FRESH (A1)	PO0118338	MEAL/TAKINGS CONFERENCE/A CHISM	5.50
MICROTEL INN & SUITES	PO0118338	TAX REFUND/TAKINGS CONFERENCE	-9.01
NYC TAXI 1C45	PO0118338	TAXI/TAKINGS CONFERENCE/A CHISM	149.85
OKLAHOMASEL	PO0118338	OSIA 2014 RENEWAL	250.00
TERMINAL A	PO0118338	MEAL/TAKINGS CONFERENCE/A CHISM	9.47
UNITED 01626093620152	PO0118338	BAGGAGE FEE/TAKINGS CONFERENCE/A CHISM	50.00
LEGAL SERVICES TOTAL			544.47

FUND 10 DEPT 140 - SAFETY

FRONTIER 42221772413191	PO0118338	AIRFARE/SHOTSHOW/B MCBRIDE	377.80
STAPLES 00106633	PO0118338	SIGN/HANGER	7.78
SAFETY TOTAL			385.58

FUND 10 DEPT 200 - GENERAL GOVERNMENT

CHICKEN EXPRESS WOODWA	PO0118338	MEAL/OML TRAINING/B EZZELL	8.94
FARMERS GRAIN 07017346	PO0118338	FUEL/OML CONF/R TIMM	40.01
WAL-MART #0499	PO0118338	VENDING MACHINE SNACKS	139.84
GENERAL GOVERNMENT TOTAL			188.79

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

COLORID	PO0118338	LANYARDS/ID BADGES	39.00
DRI*FARONICS	PO0118338	SECURITY SOFTWARE	45.00
LIVEPERSON, INC	PO0118338	ON-LINE CHAT/COE WEB SITE	159.00
INFORMATION TECHNOLOGY TOTAL			243.00

FUND 10 DEPT 400 - ENGINEERING

BENCHMARK GPS LLC	PO0118338	GPS CORRECT SOFTWARE MAINTENANCE	295.00
OKLAHOMA SOCIE00 OF 00	PO0118338	OSLS MEMBERSHIP DUES/T COSSIN	50.00
ENGINEERING TOTAL			345.00

PURCHASING CARD CLAIMS LIST

12/13/2013

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

ACE HARDWARE	PO0118338	BRASS COUPLING/FITTINGS	19.03
ADVANCED WATER SOLUTIO	PO0118338	WATER COOLER RENTAL 12/13	49.00
AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	25.00
ATHEY LUMBER COMPANY	PO0118338	NAILS	49.99
GOLDEN CORRAL - #636	PO0118338	MEAL (2)/DEPT MEETING	20.26
GREAT PLAINS C07056328	PO0118338	EMPLOYEE ERROR	10.63
LOCKE SUPPLY WHC ENID	PO0118338	IGNITION CONTROL/SPARK ELECTRODE	198.07
LOWES #00205*	PO0118338	DRILL DRIVER/LETTERS/MOLDING/BITS	657.35
MCKINLEY HARDWOODS	PO0118338	MAHOGANY WOOD	205.84
PDQ PRINTING	PO0118338	SAFETY MANUALS	60.00
<u>PUBLIC WORKS MGMT TOTAL</u>			<u>1295.17</u>

FUND 10 DEPT 710 - FLEET MGMT

ALBRIGHT STEEL & WIRE	PO0118338	SCRAP METAL	47.58
ATHEY LUMBER COMPANY	PO0118338	CROWN MOULDING/PLYWOOD	120.97
ATW OF ENID # 01	PO0118338	CAULK GUN	16.67
HUGHES LUMBER COMPANY	PO0118338	DRYWALL MUD	17.38
LOWES #00205*	PO0118338	CABLE/METAL TAPE/DRYWALL MUD	386.69
NAPA TRACS	PO0118338	ONLINE VEHICLE INFO 12/13	132.00
SHERWIN WILLIAMS #7185	PO0118338	PAINT	189.63
<u>FLEET MGMT TOTAL</u>			<u>910.92</u>

FUND 10 DEPT 730 - PARKS & RECREATION

ACE HARDWARE	PO0118338	SAFETY ROPE	133.17
AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	30.00
BRADFORD INDUS SUPPLY	PO0118338	CONTACTOR	26.78
CARPET PLUS	PO0118338	RUBBER BASE BOARDS	240.00
FASTENAL COMPANY01	PO0118338	DRILL/BITS	271.44
IM *IMPROVEMENTS	PO0118338	IRRIGATION COVER ROCK	147.94
KESTREL	PO0118338	DIGITAL WIND METER	149.00
LOWES #00205*	PO0118338	PRIMER/GLUE/PLASTIC/MASK	1641.22
MORRISON SUPPLY 90	PO0118338	AIR FILTERS	21.15
SEARS ROEBUCK 2291	PO0118338	INFARED THERMOMETER	38.99
SHERWIN WILLIAMS #7185	PO0118338	PAINT/TAPE/ROLLERS	364.98
SQ *D W LOCK & KEY	PO0118338	V615 UNLOCK TRUCK	40.00
STAPLES 00106633	PO0118338	BINDERS/PENS	35.53
<u>PARKS & RECREATION TOTAL</u>			<u>3140.20</u>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

DMI* DELL K-12/GOVT	PO0118338	DESKTOP COMPUTER	1290.00
SHI CORP	PO0118338	MS OFFICE LICENSE	332.00
SQ *BYRINS LAWN CARE	PO0118338	POTHOLE REPAIR (146)	600.00
SQ *BYRINS LAWN CARE	PO0118338	POTHOLE REPAIR (76)	950.00
SQ *BYRINS LAWN CARE	PO0118338	POTHOLE REPAIR (256)	900.00
SQ *BYRINS LAWN CARE	PO0118338	POTHOLE REPAIR (300)	950.00
SQ *BYRINS LAWN CARE	PO0118338	POTHOLE REPAIR (54)	300.00
SQ *BYRINS LAWN CARE	PO0118338	POTHOLE REPAIR (450)	950.00
SQ *BYRINS LAWN CARE	PO0118338	TREE REMOVAL (13)	950.00
SQ *BYRINS LAWN CARE	PO0118338	TREE REMOVAL/TREE TRIMMING	950.00
STAPLES 00106633	PO0118338	BINDERS/NOTEBOOKS	68.51
<u>STRMWTR & ROADWAY MAINT TOTAL</u>			<u>8240.51</u>

PURCHASING CARD CLAIMS LIST

12/13/2013

FUND 10 DEPT 750 - TECHNICAL SERVICES

AMAZON MKTPLACE PMTS	PO0118338	BATTERIES	216.42
AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	50.00
JENKINS & PRICE	PO0118338	COFFEE CUPS	41.48
TECHNICAL SERVICES TOTAL			307.90

FUND 10 DEPT 900 - LIBRARY

ADVANCED WATER SOLUTIO	PO0118338	BOTTLED WATER	5.00
AMAZON MKTPLACE PMTS	PO0118338	TABLET CHARGERS/SCREEN PROTECTORS	121.47
BAKER & TAYLOR - BOOKS	PO0118338	BOOKS (4)	191.01
BRADFORD INDUS SUPPLY	PO0118338	AIR FILTERS/DRIVE BELTS	91.80
CENTER POINT LARGE PRI	PO0118338	BOOKS (8)	174.96
COPIERS PLUS LLC	PO0118338	COPIER SERVICE 10/13	242.06
DMI* DELL K-12/GOVT	PO0118338	DESKTOP COMPUTER	645.00
GREAT AMERICAN COOKIE	PO0118338	MEAL/EMP APPRECIATION	45.69
HOBBY-LOBBY #0008	PO0118338	CHRISTMAS LIGHTS	4.99
MERRIFIELD OFFICE P	PO0118338	LABEL/FILE/FOLDER	11.96
PLANNER PADS CO	PO0118338	CALENDAR	38.44
RECORDED BOOKS	PO0118338	BOOKS (13)	648.28
STAPLES 00106633	PO0118338	COPY PAPER/WHITE OUT	24.66
WAYFAIR*WAYFAIR	PO0118338	DESK/DIRECTOR OFFICE	1870.57
LIBRARY TOTAL			4115.89

FUND 12 DEPT 125 - SPECIAL PROJECT

THE BIKE SHOP	PO0118338	PATROL BICYCLES (2)	995.00
SPECIAL PROJECT TOTAL			995.00

FUND 20 DEPT 205 - AIRPORT

LOWES #00205*	PO0118338	SHOVELS/PAINT	84.72
MERRIFIELD OFFICE P	PO0118338	USED PORTABLE PODIUM	75.00
STAPLES 00106633	PO0118338	STATIONARY	32.99
WAL-MART #0499	PO0118338	AIRPORT SNACKS/LABELS	42.05
AIRPORT TOTAL			234.76

FUND 22 DEPT 225 - GOLF

AUTOPAY/DISH NTWK	PO0118338	MONTHLY DISH SERVICE 12/13	211.00
EVENTBEEINC	PO0118338	OTRF CONFERENCE (2)	320.00
SUDDENLINK-NAT'L SITE	PO0118338	MONTHLY INTERNET SERVICE 12/13	49.95
GOLF TOTAL			580.95

FUND 31 DEPT 760 - SOLID WASTE

ALBRIGHT STEEL & WIRE	PO0118338	SCRAP METAL	70.64
AMAZON MKTPLACE PMTS	PO0118338	GATE SENSORS/CIDER/COCOA	378.48
AQUA BAILERS, INC	PO0118338	WATER BAILER	142.37
ATW OF ENID # 01	PO0118338	HAND WARMERS	34.95
ENID IRON & METAL CO	PO0118338	SCRAP METAL	89.60
LITTLE CAESARS 0129 00	PO0118338	MEAL/EMP APPRECIATION	13.00

PURCHASING CARD CLAIMS LIST

12/13/2013

LOWES #00205*	PO0118338	RECYCLING CENTER RAKE	29.96
PAYPAL *AGAPE	PO0118338	COFFEE CREAMER	39.72
PAYPAL *TJENANH	PO0118338	CUPS	43.60
SHERWIN WILLIAMS #7185	PO0118338	SANDING PAD/SPRAY PAINT	6.00
SUBWAY 00111849	PO0118338	MEAL/EMP APPRECIATION	80.30
UNITED SUPERMARKET 3	PO0118338	MEAL/EMPLOYEE APPRECIATION	23.47
WAL-MART #0499	PO0118338	TOWER HEATERS (4)	176.74
		SOLID WASTE TOTAL	1128.83

FUND 31 DEPT 790 - WATER PRODUCTION

LOWES #00205*	PO0118338	BLOCKS/CONCRETE/CEMENT	262.94
SHI CORP	PO0118338	MS OFFICE LICENSE/UPGRADE	455.00
		WATER PRODUCTION TOTAL	717.94

FUND 31 DEPT 795 - WATER RECLAMATION SVS

AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	94.99
ATW OF ENID # 01	PO0118338	ICE SCRAPERS/RUBBER BOOTS/REFLECTOR	84.85
BB MACHINE & SUPPLY IN	PO0118338	GARAGE DOOR BELTS	29.45
DEPT OF ENV QUALITY	PO0118338	CLASS D TEST/J MEIER	124.00
LOCKE SUPPLY WHC ENID	PO0118338	AIR FILTERS/FITTINGS	192.98
LOWES #00205*	PO0118338	SHELVES/HOSE REELS/LADDER HANGERS	992.31
MCMASTER-CARR	PO0118338	REPLACEMENT WEATHER STATION	506.65
NOR*NORTHERN TOOL	PO0118338	LADDERS	654.47
ROSE ST COLLEGE	PO0118338	CLASS D TRAINING/W NANCE	358.00
STAPLES 00106633	PO0118338	CALENDARS/FLASH DRIVE	162.94
STUART C IRBY	PO0118338	FUSE REDUCERS/FUSE HOLDER	1710.16
		WATER RECLAMATION SVS TOTAL	4910.80

FUND 50 DEPT 505 - 911

PUBLIC SAFTY RECRUIT.C	PO0118338	APPLICANT TESTING	136.00
		911 TOTAL	136.00

FUND 51 DEPT 515 - POLICE

BAYSINGER POLICE SUPPL	PO0118338	SERGEANTS CHEVRONS	19.90
EMSER TILE - OKOKL	PO0118338	GRANITE PLAQUES (3)	355.35
HOBBY-LOBBY #0008	PO0118338	FOAM BOARD	5.99
STEVENS FORD LINCOLN M	PO0118338	V2019 ABS CONTROL	690.42
TIRES PLUS 517917	PO0118338	V2057 ALIGNMENT	59.99
USPS 39282704133607748	PO0118338	ANNUAL PO BOX RENTAL	78.00
WWW GUNBROKER COM	PO0118338	SHIPPING FEES	60.95
		POLICE TOTAL	1270.60

FUND 65 DEPT 655 - FIRE

HOBBY-LOBBY #0008	PO0118338	CHIEF CLOVER FUND/TABLECLOTH (20)	19.80
JUMBO FOODS	PO0118338	MEAL/CHIEF CLOVER DINNER	385.36
WAL-MART #0499	PO0118338	MEAL/CHIEF CLOVER DINNER	170.66
AMAZON MKTPLACE PMTS	PO0118338	PLATFORM BOX SET/MEDICINE BALL	606.93
AMAZON.COM	PO0118338	HEAVY BAG KIT	79.99
AT&T DATA	PO0118338	IPAD DATA PLAN 12/13	25.00
ATW OF ENID # 01	PO0118338	COFFEE (18)/ICE MELT	211.72
COUNTRY BREAKFAST CAFE	PO0118338	MEAL/PIERCE SCHOOL/J BULLER	9.99
FLEETPRIDE 450	PO0118338	TIRE CHAINS (2)	228.74
LOWES #00205*	PO0118338	KEYED ENTRY LEVER/DOOR HANDLES (2)	149.77
MSFT *MICROSOFTSTORE	PO0118338	MAPPING SOFTWARE	19.95

PURCHASING CARD CLAIMS LIST

12/13/2013

NATL NOTARY ASSN ECOMM	PO0118338	NOTARY RENEWAL	51.00
OUTBACK 1715	PO0118338	MEAL/PIERCE SCHOOL/J BULLER	17.92
PEN*PENNWELL BOOKS	PO0118338	BOOKS (3)	154.30
SPANGLES #02	PO0118338	MEAL/PIERCE SCHOOL/J BULLER	8.56
STAPLES 00106633	PO0118338	BOXES	6.98
TEXAS ROADHOUSE FR 21	PO0118338	MEAL/PIERCE SCHOOL/J BULLER	23.65
THE FLIGHT DECK	PO0118338	MEAL/PIERCE SCHOOL/J BULLER	23.73
USPS.COM CLICK66100611	PO0118338	SHIPPING FEES	18.11
WAL-MART #0499	PO0118338	TV (2)/TV MOUNTS (2)	1495.92
WENDYS #3505	PO0118338	MEAL/PIERCE SCHOOL/J BULLER	6.85
		FIRE TOTAL	3714.93

FUND 99 DEPT 995 - EPTA

CELL PHONE SHOP SVCS I	PO0118338	TABLET CHARGERS (12)	52.87
JUMBO FOODS	PO0118338	MEAL/DEPT MEETING	31.40
LOCKE SUPPLY WHC ENID	PO0118338	TAPE/THERMOCOUPLE	11.83
PHILLIP S PRINTING	PO0118338	INK STAMP	24.99
RIB CRIB 44	PO0118338	GIFT CARD/EMPLOYEE INCENTIVE	25.00
WAL-MART #0499	PO0118338	SANITARY WIPES/FEBREZE	37.79
		EPTA TOTAL	183.88

JP MORGANCHASE CLAIMS LIST TOTAL **\$ 34,707.27**

PURCHASE ORDER CLAIMS LIST

12/17/2013

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

01-01472	STAPLES ADVANTAGE	PO0118116	BATTERIES/PENS/SCISSORS/ST	\$141.14
01-01955	T-MOBILE USA, INC.	PO0118168	MONTHLY SERVICE 11/13	\$3,128.56
01-03030	OKLAHOMA UNIFORM BUILDING CODE COM	PO0118138	OUBCC FEES 11/13	\$420.00
01-03624	ALVA VETERINARY CLINIC	PO0118213	REIMB/SPAY/NEUTER	\$114.00
01-03732	ASAP ENERGY INC.	PO0118185	DIESEL/ST	\$22,799.79
01-04296	NEEL VETERINARY HOSPITAL	PO0118268	REIMB/SPAY/NEUTER	\$277.00
01-04298	BOOKER, GLEN	PO0118352	REFUND/SPAY FEE	\$60.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0118178	DIESEL/ST	\$23,396.18
01-08123	HOLDINGS FOOD STORE, INC.	PO0118304	UNLEADED FUEL/ST	\$20,204.11
01-15125	OK GAS & ELECTRIC	PO0118151	MONTHLY SERVICE 11/13	\$6,017.90
01-15125	OK GAS & ELECTRIC	PO0118152	MONTHLY SERVICE 11/13	\$287.62
01-15125	OK GAS & ELECTRIC	PO0118153	MONTHLY SERVICE 11/13	\$16,058.70
01-15125	OK GAS & ELECTRIC	PO0118154	MONTHLY SERVICE 11/13	\$341.71
01-15125	OK GAS & ELECTRIC	PO0118276	MONTHLY SERVICE 11/13	\$60,990.88
01-15125	OK GAS & ELECTRIC	PO0118279	MONTHLY SERVICE 11/13	\$2,411.68
01-15125	OK GAS & ELECTRIC	PO0118283	MONTHLY SERVICE 11/13	\$406.37
01-15125	OK GAS & ELECTRIC	PO0118276	MONTHLY SERVICE 11/13	\$29.83
01-15127	OK NATURAL GAS	PO0118156	MONTHLY SERVICE 11/13	\$2,014.33
01-16010	PIONEER TELEPHONE CO., INC.	PO0118261	MONTHLY SERVICE 12/13	\$952.85
01-23055	WHEATLAND ANIMAL CLINIC	PO0118140	REIMB/SPAY/NEUTER	\$670.00
01-33090	CAT CLINIC, INC.	PO0118212	REIMB/SPAY/NEUTER	\$60.00
01-42400	AT & T	PO0118260	MONTHLY SERVICE 11/13	\$1,560.52
01-53300	ANIMAL CARE OF ENID, INC.	PO0118214	REIMB/SPAY/NEUTER	\$235.00
01-67400	WESTEL	PO0118220	MONTHLY SERVICE 11/13	\$544.69
01-67400	WESTEL	PO0118262	MONTHLY SERVICE 11/13	\$570.06
01-80343	FENTRESS OIL COMPANY, INC.	PO0118174	OIL/ST	\$476.38
N.A. TOTAL				\$164,169.30

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

01-01163	ADVANCED WATER SOLUTIONS	PO0118142	WATER COOLER RENTAL 11/13	\$34.25
01-01338	J & P SUPPLY, INC.	PO0118222	ICE MELT	\$183.92
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$649.05
01-02790	GLOBAL SPECTRUM	PO0118184	TICKETS/D RUCKER (124)	\$6,288.00
01-04289	STARR FISHER	PO0118157	EMP XMAS PARTY ENTERTAINMENT	\$4,000.00
01-04292	THE PIN CENTER	PO0118219	COMMEMORATIVE COINS (500)	\$1,492.50
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0118297	MEMBERSHIP INVESTMENT 2014	\$1,269.00
01-15006	OK GLASS & WALLPAPER	PO0118169	CLEAR GLASS/INSTALLATION	\$489.00
01-16004	PDQ PRINTING	PO0118346	NEWSLETTERS (19000)	\$1,680.00
01-16145	PETTY CASH	PO0118311	REIMB/MILEAGE/J RILEY	\$171.39
01-16145	PETTY CASH	PO0118311	REIMB/MILEAGE/E BENSON	\$30.00
01-60600	ENID FLORAL & GIFTS	PO0118225	FLORAL ARRANGEMENTS	\$150.40
ADM. SERVICES TOTAL				\$16,437.51

FUND 10 **DEPT 110 - HUMAN RESOURCES**

01-01338	J & P SUPPLY, INC.	PO0118093	FOAM CUPS/CLEANER/TOWELS	\$919.12
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$467.10
01-02661	STRATEGIC GOVERNMENT RESOURCES, IN	PO0118094	2014 MEMBERSHIP	\$175.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0118092	SECURITY CONSOLE 11/13	\$20.00
01-07014	GARDEN HOUSE	PO0118238	POINSETTIAS (50)	\$750.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0118170	EMPLOYEE SCREENING	\$45.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0118170	PHYSICALS (2)	\$160.00
HUMAN RESOURCES TOTAL				\$2,536.22

FUND 10 DEPT 120 - LEGAL SVCS.

01-01284	MOORAD, AMAL E. MD.	PO0118209	WC/MEDICAL	\$197.36
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$544.47
01-02425	MCGEE EYE INSTITUTE	PO0118211	WC/MEDICAL	\$74.25
01-02568	MSC GROUP, INC.	PO0118210	WC/MEDICAL	\$111.53
01-03022	CULLIGAN WATER CONDITION, INC.	PO0118111	WATER COOLER RENTAL 10/13	\$9.00
01-03028	ALLIANCE BENEFIT GROUP	PO0118299	WC INS POLICY RENEWAL 2014	\$112,831.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0118092	SECURITY CONSOLE 11/13	\$40.00
01-03309	JACQUE BRAWNER DEAN LAW, PLLC	PO0118215	WC/ATTORNEY FEES	\$78.32
01-03701	TYLER TECHNOLOGIES, INC.	PO0118188	SUBSCRIPTION FEES 6/13	\$2,081.43
01-03701	TYLER TECHNOLOGIES, INC.	PO0118188	SUBSCRIPTION FEES 7/13	\$2,527.20
01-03701	TYLER TECHNOLOGIES, INC.	PO0118188	SUBSCRIPTION FEES 8/13	\$2,021.06
01-03701	TYLER TECHNOLOGIES, INC.	PO0118188	SUBSCRIPTION FEES 9/13	\$2,106.81
01-03701	TYLER TECHNOLOGIES, INC.	PO0118188	SUBSCRIPTION FEES 10/13	\$2,258.03
01-03921	EXPRESS SCRIPTS, INC.	PO0118194	WC/MEDICAL	\$719.00
01-03921	EXPRESS SCRIPTS, INC.	PO0118293	WC/MEDICAL	\$746.17
01-04036	CLAIM ONE, LLC	PO0118197	WC/MEDICAL	\$300.90
01-04118	ARENS, EDWARDS	PO0118216	WC/MILEAGE	\$204.14
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0118195	WC/MEDICAL	\$358.82
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0118292	WC/MEDICAL	\$351.82
01-15029	OK BAR ASSOCIATION	PO0118108	ANNUAL DUES (2)	\$595.00
01-16145	PETTY CASH	PO0118314	REIMB/MILEAGE/A CHISM	\$139.26
01-16145	PETTY CASH	PO0118314	REIMB/FILING FEES	\$158.00
01-16145	PETTY CASH	PO0118315	REIMB/PARKING/A CHISM	\$13.00
01-16145	PETTY CASH	PO0118315	REIMB/FILING FEES	\$341.40
01-16145	PETTY CASH	PO0118327	REIMB/FILING FEES	\$421.40
01-16145	PETTY CASH	PO0118327	REIMB/MILEAGE/A CHISM	\$230.51
01-16145	PETTY CASH	PO0118330	REIMB/FILING FEES	\$426.40
01-33380	OPFER, DAVID	PO0118067	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0118159	WC/MEDICAL	\$317.36
01-39640	RADIOLOGY ASSOC. OF ENID	PO0118199	WC/MEDICAL	\$11.47
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118204	WC/MEDICAL	\$398.17
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118206	WC/MEDICAL	\$397.03
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118207	WC/MEDICAL	\$327.02
LEGAL SVCS. TOTAL				\$131,654.69

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0118099	WATER COOLER RENTAL 11/13	\$8.50
01-01227	AUTRY VO-TECH CENTER	PO0118139	SAFETY TRAINING 11/13	\$210.00
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$385.58
01-02082	AT&T MOBILITY	PO0118341	MONTHLY SERVICE 11/13	\$614.89
01-03890	BOARD OF CERTIFIED SAFETY PROFESSI	PO0118272	2014 RENEWAL FEE/B MCBRIDE	\$60.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0118170	EMPLOYEE SCREENING	\$125.00
SAFETY TOTAL				\$1,403.97

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$188.79
01-02656	ROGGOW CONSULTING	PO0114766	CONSULTING SERVICES 12/13	\$4,000.00
01-03218	MCMORROW-LOVE, MARGARET	PO0118343	PROFESSIONAL LEGAL SERVICES	\$150.86
01-05134	ENID NEWS & EAGLE	PO0118305	PUBLICATIONS	\$1,530.45
01-05134	ENID NEWS & EAGLE	PO0118306	PUBLICATIONS	\$983.25
01-05134	ENID NEWS & EAGLE	PO0118308	PUBLICATIONS	\$328.00
01-10040	JUMBO FOODS, INC.	PO0118239	MEAL/COMMISSION MEETING	\$344.75
01-16145	PETTY CASH	PO0118309	REIMB/FILING FEES	\$58.00
01-16145	PETTY CASH	PO0118309	REIMB/MILEAGE/B EZZELL	\$101.15
01-16145	PETTY CASH	PO0118309	REIMB/TAXI/M STUBER	\$24.00
01-42400	AT & T	PO0118259	MONTHLY SERVICE 11/13	\$473.96
01-58150	MCAFFEE & TAFT	PO0118349	PROFESSIONAL LEGAL SERVICES	\$11,724.60
GENERAL GOVERNMENT TOTAL				\$19,907.81

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0118099	WATER COOLER RENTAL 11/13	\$41.25
01-01472	STAPLES ADVANTAGE	PO0118116	LAMINATE POUCHES	\$3.99
01-01472	STAPLES ADVANTAGE	PO0118172	COPY PAPER	\$10.45
01-03053	NORTHWEST SHREDDERS, LLC	PO0118092	SECURITY CONSOLE 11/13	\$20.00
01-03370	KRONOS INCORPORATED	PO0116202	FMLA UPGRADE	\$547.25
ACCOUNTING TOTAL				\$622.94

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0118116	MONITOR PRIVACY SCREENS	\$222.24
01-03022	CULLIGAN WATER CONDITION, INC.	PO0118111	WATER COOLER RENTAL 10/13	\$9.00
RECORDS & RECEIPTS TOTAL				\$231.24

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$243.00
01-02047	CHICKASAW TELECOM, INC.	PO0118026	SMARTNET RENEWAL 2014	\$22,026.48
01-02072	ALPHA CARD SYSTEMS	PO0117965	ID CARD PRINTER	\$1,745.70
01-03163	SUDDENLINK-COE	PO0114655	INTERNET SERVICE 12/13	\$2,925.00
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0117647	IPADS (3)	\$608.00
INFORMATION TECHNOLOGY TOTAL				\$27,548.18

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01057	AMERICAN PLANNING ASSOCIATION	PO0118342	APA RENEWAL 2014/C BAUER	\$428.00
01-04062	GRAY PLANNING SERVICES, LLC	PO0118290	PROFESSIONAL SERVICES	\$4,000.00
01-55120	QUILL CORPORATION, INC.	PO0118264	TONER	\$177.29
COMMUNITY DEVELOPMENT TOTAL				\$4,605.29

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-02639	RON'S MOWING SERVICE	PO0118143	MOW/2730 N ADAMS	\$250.00
01-02639	RON'S MOWING SERVICE	PO0118143	MOW/514 N JEFFERSON	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118143	MOW/1502 N QUINCY	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118143	MOW/226 E WALNUT	\$175.00
01-02639	RON'S MOWING SERVICE	PO0118143	MOW/514 N 20TH	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118107	MOW/1622 S QUINCY	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118107	MOW/109 N SADDLE	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118107	MOW/226 OAKLEAF CIRCLE	\$175.00
01-02639	RON'S MOWING SERVICE	PO0118107	MOW/1602 W ELM	\$75.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0118244	STAMP/INK	\$19.65
01-16004	PDQ PRINTING	PO0118245	BUSINESS CARD/D DORRELL	\$65.00
01-16145	PETTY CASH	PO0118317	REIMB/FILING FEES	\$65.00
01-16145	PETTY CASH	PO0118322	REIMB/FILING FEES	\$312.00
CODE ENFORCEMENT TOTAL				\$1,511.65

FUND 10 DEPT 400 - ENGINEERING

01-01472	STAPLES ADVANTAGE	PO0118116	MECHINCAL PENCILS	\$9.58
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$345.00
ENGINEERING TOTAL				\$354.58

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01338	J & P SUPPLY, INC.	PO0118173	GLOVES	\$71.28
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$1,295.17
01-02082	AT&T MOBILITY	PO0118161	MONTHLY SERVICE 11/13	\$191.28
01-03178	CARPET PLUS	PO0118298	FLOORING/RSVP	\$858.00
01-04300	THE LOCK PEOPLE	PO0118354	PADLOCK	\$93.14
01-50210	LOWE'S HOME CENTERS, INC.	PO0118233	CALCULATOR/BITS/TAPE	\$228.88
PUBLIC WORKS MGMT TOTAL				\$2,737.75

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$910.92
01-03178	CARPET PLUS	PO0118298	FLOORING/WELDING SHOP	\$468.00
01-16145	PETTY CASH	PO0118325	REIMB/TAGS	\$150.00
01-80246	ATWOODS	PO0118110	COVERALLS/C TOWNLEY	\$85.00
01-80246	ATWOODS	PO0118110	JACKET/C HODGES	\$85.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0118174	OIL	\$360.11
FLEET MAINTENANCE TOTAL				\$2,059.03

FUND 10 DEPT 730 - PARKS & RECREATION

01-01338	J & P SUPPLY, INC.	PO0118266	DEODORIZER	\$95.50
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$3,140.20
01-02082	AT&T MOBILITY	PO0118161	MONTHLY SERVICE 11/13	\$63.76
01-02259	ENID OVERHEAD DOOR	PO0118232	DOOR ADJUSTMENT/1110 W SPRUCE	\$185.00
01-03107	CHEM-CAN SERVICES, INC.	PO0118124	PORTABLE TOILET RENTAL 11/13	\$572.00
01-03107	CHEM-CAN SERVICES, INC.	PO0118229	PORTABLE TOILET RENTAL 11/13	\$462.00
01-03876	A+ CDL TRUCK RENTAL	PO0118267	CDL LICENSE/C BULLER	\$315.00
01-03899	CHILD'S PLAY, INC.	PO0118141	CLIMBER RING SPACER	\$500.00
01-04033	DOLESE BROTHERS CO., INC.	PO0118127	CRUSHER RUN	\$584.29
01-04116	DOWNTOWN THREADS	PO0118227	LOGO SHIRTS (4)	\$122.96
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0118291	FLOURECENT BULBS (15)	\$1,247.80
01-12007	LUCKINBILL, INC.	PO0118189	PAINT TESTING/RAILROAD	\$300.00
01-13017	MUNN SUPPLY, INC.	PO0118269	CUTTER/VISOR	\$20.61
01-30830	LOCKE SUPPLY, INC.	PO0118226	COUPLING/BUSHING/ADAPTER	\$27.64
01-30830	LOCKE SUPPLY, INC.	PO0118228	FITTINGS	\$7.13
01-31350	ADVANCED FIRE EQUIPMENT	PO0118230	F/E RECHARGE	\$55.50
01-50210	LOWE'S HOME CENTERS, INC.	PO0118233	ADJUSTABLE POLE	\$203.83
01-80246	ATWOODS	PO0118110	COVERALLS/L HARRIS	\$85.00
01-80246	ATWOODS	PO0118345	BOOTS/P REUSS	\$119.99
01-80312	DAN CORNFORTH LOCK & SAFE	PO0118231	KEYS (8)	\$12.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118125	MARKING PAINT/SCISSORS	\$53.73
PARKS & RECREATION TOTAL				\$8,173.94

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01227	AUTRY VO-TECH CENTER	PO0118100	ARC FLASH TRAINING/L BARTLETT	\$175.00
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$8,240.51
STRMWTR & ROADWAY MAINT. TOTAL				\$8,415.51

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01227	AUTRY VO-TECH CENTER	PO0118100	ARC FLASH TRAINING (7)	\$1,200.00
01-01530	ALTEC INDUSTRIES	PO0118340	VALVES	\$77.41
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$307.90
01-13010	3M	PO0118171	SHEETING	\$225.00
01-16008	PINKLEY SALES CO.	PO0118148	CABLE	\$90.00
01-49880	DELL MARKETING, LP	PO0117645	LAPTOP	\$1,586.64
01-80246	ATWOODS	PO0118345	JACKET/F SWEET	\$84.99
TECHNICAL SERVICES TOTAL				\$3,571.94

FUND 10 DEPT 900 - LIBRARY

01-01338	J & P SUPPLY, INC.	PO0118243	GLOVES/TOWELS/LINERS/TOISSUE	\$534.12
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$4,115.89
01-03053	NORTHWEST SHREDDERS, LLC	PO0118092	SECURITY CONSOLE 11/13	\$40.00
01-04297	HADA, LILLIE A.	PO0118271	REIMB/RETURNED BOOK	\$7.00
01-08053	HOBBY LOBBY STORES, INC.	PO0118257	TEEN PROGRAM MATERIAL	\$15.74
01-33950	HASTINGS BOOKS/MUSIC/VIDEO, INC.	PO0118270	TEEN PROGRAM GIFT CARDS (4)	\$30.00
01-58431	CDW GOVERNMENT, INC.	PO0118246	UNIVERSAL TAB HOLDER	\$526.60
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0117647	IPAD (3)	\$608.00
LIBRARY TOTAL				\$5,877.35

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0118287	EMA SALES TAX 12/13	\$713,316.86
01-19099	SECURITY NATIONAL BANK	PO0118289	SCHOOL SALE TAX TRANSFER 12/13	\$106,782.42
01-77520	BANK OF OKLAHOMA, NA	PO0118288	SCHOOL BOND TRANSFER 12/13	\$85,074.64
SALES TAX TRANS. TOTAL				\$905,173.92

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03899	CHILD'S PLAY, INC.	PO0117309	P-1401A PLAYGROUND EQUIPMENT	\$146,243.00
01-03899	CHILD'S PLAY, INC.	PO0118356	P-1401A PLAYGROUND EQUIPMENT	\$322,244.00
01-10003	JANZEN OLDS-GMC, INC.	PO0117949	GMC TERRAIN	\$26,509.00
CAPITAL ASSETS & PROJECTS TOTAL				\$494,996.00

FUND 12 DEPT 125 - SPECIAL PROJECT

01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$995.00
01-04254	THE NIGHT VISION STORE	PO0117341	THERMAL CAMERA	\$5,046.00
01-07098	GARFIELD CO. TREASURER	PO0118277	ILLEGAL GAMBLING PROCEEDS	\$7,276.00
01-49880	DELL MARKETING, LP	PO0117925	COMPUTERS (8)	\$6,431.92
SPECIAL PROJECT TOTAL				\$19,748.92

FUND 14 DEPT 145 - HEALTH FUND

01-78180	BLUE CROSS BLUE SHIELD OK	PO0118221	DENTAL FEES 11/13	\$1,809.18
01-78180	BLUE CROSS BLUE SHIELD OK	PO0118221	DENTAL CLAIMS 11/13	\$13,062.54
01-78180	BLUE CROSS BLUE SHIELD OK	PO0118221	HEALTH ADMIN FEES 11/13	\$37,826.88
01-78180	BLUE CROSS BLUE SHIELD OK	PO0118221	HEALTH CLAIMS 11/13	\$320,176.31
HEALTH FUND TOTAL				\$372,874.91

FUND 20 DEPT 205 - AIRPORT

01-01338	J & P SUPPLY, INC.	PO0118183	TOWELS/CLEANER/GLOVES	\$112.75
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$234.76
01-01882	WEATHER SERVICES INTERNATIONAL	PO0118177	PILOTBRIEF PRO 12/13-2/14	\$627.00
01-01908	DOUBLE CHECK COMPANY, INC.	PO0118190	PUMP REPAIR/SWIVEL JOINT	\$279.14
01-02269	COBB ENGINEERING CO.	PO0114473	R-1316A ENG SERV/SOUTHGATE RD	\$18,380.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0118181	SOLAR SALT	\$21.00
01-03122	CROWN PRODUCTS, INC.	PO0118180	FILTER/GASKETS	\$853.69
01-05134	ENID NEWS & EAGLE	PO0118179	ADVERTISEMENT	\$300.91
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0118149	LUBRICANT	\$6.49
01-23076	WING AERO PRODUCTS, INC.	PO0118147	CHARTS/SECTIONALS	\$138.94
01-35300	UNIFIRST, INC.	PO0118146	MOP/DEODORIZER/WIPERS	\$120.25
01-42400	AT & T	PO0118259	MONTHLY SERVICE 11/13	\$245.06
01-50210	LOWE'S HOME CENTERS, INC.	PO0118182	PAINT POLE/RAZOR/SCRAPPER	\$78.86
AIRPORT TOTAL				\$21,398.85

FUND 22 DEPT 225 - GOLF

01-00461	HOT SHOT POWER WASHING, INC.	PO0118121	EXHAUST DEGREASE	\$350.00
01-01338	J & P SUPPLY, INC.	PO0118120	DEODORIZER	\$17.50
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$580.95
01-02053	BAKERS ALTERNATOR-STARTER, INC.	PO0118258	ALTERNATOR	\$279.18
01-02446	JOHN DEERE FINANCIAL	PO0114648	MOWER LEASE 12/13	\$622.37
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0115320	GRINDER LEASE 11/13	\$377.15
01-15132	O'REILLY AUTO PARTS, INC.	PO0118117	SPARK PLUG	\$5.10
01-18010	R & R PRODUCTS, INC.	PO0118123	BEDKNIVES/COMPOUND	\$269.73
01-38030	DAL SECURITY, INC.	PO0118118	MONTHLY MONITORING SVC 11/13	\$78.00
01-44810	MICHAEL'S REFRIGERATION	PO0118119	ICE MACHINE MAINTENANCE 11/13	\$408.27
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0118122	SHAFT/TUBE	\$230.43
GOLF TOTAL				\$3,218.68

FUND 30 DEPT 305 - STREET & ALLEY

01-00182	K & O CONSTRUCTION & SUPPLY CO.	PO0118282	R-1410A CULVERTS	\$1,010.40
01-16087	PORTERFIELD SURVEYING	PO0118274	R-1401A PROFESSIONAL SERVICES	\$2,755.00
01-16087	PORTERFIELD SURVEYING	PO0118275	R-1401A PROFESSIONAL SERVICES	\$5,640.35
STREET & ALLEY TOTAL				\$9,405.75

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0118223	WATER COOLER RENTAL 11/13	\$16.25
01-72350	SUMMIT BUSINESS SYS., INC.	PO0117958	IMB UPGRADE	\$999.00
UTILITY BILLING TOTAL				\$1,015.25

FUND 31 DEPT 315 - EMA

01-01232	HERRING, RUSSELL	PO0118070	WC/MEDICAL	\$289.00
01-01232	HERRING, RUSSELL	PO0118162	WC/MEDICAL	\$289.00
01-03880	STEPHENS, ELDON	PO0118071	WC/SETTLEMENT	\$40,375.00
01-04032	CHARTIER, NATHAN	PO0118069	WC/MEDICAL	\$323.00
01-04032	CHARTIER, NATHAN	PO0118160	WC/MEDICAL	\$323.00
EMA TOTAL				\$41,599.00

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0118187	WHEEL LOADER RENTAL 7/13	\$2,873.00
01-00146	CINTAS CORPORATION LOC. 624	PO0118132	SHOP TOWEL SERVICE 11/13	\$66.57
01-00878	BROWN'S SHOE FIT COMPANY	PO0118109	BOOTS/R HENSLEE	\$125.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0118294	STEEL HUB WHEEL	\$26.45
01-01163	ADVANCED WATER SOLUTIONS	PO0118106	WATER COOLER RENTAL 12/13	\$60.00
01-01338	J & P SUPPLY, INC.	PO0118126	LINERS	\$89.58
01-01363	J & R EQUIPMENT, LLC	PO0118237	V213 CABLE	\$331.49
01-01647	BASS BAPTIST HEALTH CENTER	PO0118208	WC/MEDICAL	\$219.47
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$1,128.83
01-02082	AT&T MOBILITY	PO0118161	MONTHLY SERVICE 11/13	\$63.76
01-03022	CULLIGAN WATER CONDITION, INC.	PO0118105	WATER COOLER RENTAL 10/13	\$8.50
01-03022	CULLIGAN WATER CONDITION, INC.	PO0118105	WATER COOLER RENTAL 11/13	\$6.00
01-03107	CHEM-CAN SERVICES, INC.	PO0118131	PORTABLE TOILET RENTAL 11/13	\$164.00
01-03110	VERMEER GREAT PLAINS	PO0118129	V252 SWITCH	\$289.38

01-03876	A+ CDL TRUCK RENTAL	PO0118296	CDL TESTING (3)	\$945.00
01-04116	DOWNTOWN THREADS	PO0118115	LOGO SHIRTS (11)	\$374.54
01-07102	GARFIELD R W D #5	PO0118091	WATER USAGE 11/13	\$39.35
01-08022	HUGHES LUMBER CO., LLC	PO0118130	GRAVEL MIX	\$37.50
01-16104	PAVING MAINTENANCE SUPPLY	PO0118350	RUBBER SPEED BUMPS (2)	\$1,185.30
01-16145	PETTY CASH	PO0118331	REIMB/CDL/B SMITH	\$220.59
01-16145	PETTY CASH	PO0118331	REIMB/CLASS A/R WALLACE	\$97.89
01-16145	PETTY CASH	PO0118331	REIMB/BOOTS/JACKET/R WATKINS	\$162.50
01-50210	LOWE'S HOME CENTERS, INC.	PO0118145	PORTABLE HEATER	\$120.25
01-50210	LOWE'S HOME CENTERS, INC.	PO0118113	MAILBOX REPAIR	\$22.39
01-61010	B-K PROPANE, INC.	PO0118133	PROPANE	\$843.34
01-64080	AIRGAS	PO0118112	SAW WHEEL	\$176.51
01-80246	ATWOODS	PO0118114	ROPE	\$29.50
01-80246	ATWOODS	PO0118114	BOTTLED WATER	\$22.74
01-80246	ATWOODS	PO0118110	COVERALLS/R HENSLEE	\$69.99
01-80246	ATWOODS	PO0118345	JACKET/M KOCH	\$79.99
01-80246	ATWOODS	PO0118345	BOOTS/M KOCH	\$125.00
SOLID WASTE SERVICES TOTAL				\$10,004.41

FUND 31 DEPT 790 - WATER PRODUCTION

01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0118163	MONTHLY SERVICE 11/13	\$12,094.58
01-01178	ACCURATE, INC.	PO0118134	SAMPLE ANALYSIS 11/13	\$230.00
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$717.94
01-02525	PAGE PLUS, INC.	PO0118164	MONTHLY SERVICE 12/13	\$8.97
01-04033	DOLESE BROTHERS CO., INC.	PO0118136	CRUSHER RUN	\$165.17
01-04260	PENNCO, INC	PO0117521	HYDROFLUOROSILICIC ACID	\$13,229.13
01-38030	DAL SECURITY, INC.	PO0118135	MONTHLY MONITORING SVC 11/13	\$50.00
01-61010	B-K PROPANE, INC.	PO0118234	PROPANE	\$212.10
01-67710	HAYNES EQUIPMENT CO.	PO0118236	SPARE PARTS KIT	\$233.99
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118203	WC/MEDICAL	\$177.48
01-80258	BRENNTAG SOUTHWEST, INC.	PO0114585	CHLORINE	\$1,541.20
WATER PRODUCTION TOTAL				\$28,660.56

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0118088	SHOP TOWEL SERVICE 11/13	\$219.62
01-01178	ACCURATE, INC.	PO0118095	SAMPLE ANALYSIS 11/13	\$205.00
01-01227	AUTRY VO-TECH CENTER	PO0118100	ARC FLASH TRAINING (5)	\$875.00
01-01338	J & P SUPPLY, INC.	PO0118086	HAND SOAP	\$345.58
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$4,910.80
01-04033	DOLESE BROTHERS CO., INC.	PO0117978	CRUSHER RUN	\$470.25
01-04033	DOLESE BROTHERS CO., INC.	PO0118087	CRUSHER RUN	\$302.21
01-08031	HACH COMPANY, INC.	PO0118085	CONSULTING/TRAINING	\$960.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0118097	KEYBOARD	\$60.00
01-14118	NCL OF WISCONSIN	PO0118096	SAMPLE ANALYSIS 11/13	\$449.24
01-16004	PDQ PRINTING	PO0118090	BENCH BOOK	\$135.00
01-16145	PETTY CASH	PO0118310	REIMB/CLASS C LIC/J CAMPBELL	\$149.53
01-16145	PETTY CASH	PO0118310	REIMB/CDL/T HIDDEN	\$70.50
01-38030	DAL SECURITY, INC.	PO0118089	MONTHLY MONITORING SVC 11/13	\$48.00
01-39640	RADIOLOGY ASSOC. OF ENID	PO0118198	WC/MEDICAL	\$18.63
01-50210	LOWE'S HOME CENTERS, INC.	PO0118224	LUMBER	\$208.83
01-50210	LOWE'S HOME CENTERS, INC.	PO0118235	PENDANT LIGHT/TUBING/CORD	\$407.25
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118201	WC/MEDICAL	\$176.70
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118202	WC/MEDICAL	\$298.90
01-80246	ATWOODS	PO0118110	COVERALLS/T HIDDEN	\$69.99
01-80246	ATWOODS	PO0118110	JACKET/C ROBINSON	\$84.99
01-80246	ATWOODS	PO0118110	JEANS/K COULTER	\$74.97
01-80246	ATWOODS	PO0118110	BOOTS/K COULTER	\$104.99
01-80246	ATWOODS	PO0118110	COVERALLS/K COULTER	\$54.99
WATER RECLAMATION SERVICES TOTAL				\$10,700.97

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

01-46000	TRAYNOR, LONG & WYNNE, PC	PO0118295	PROF SVCS/RENAISSANCE PROJECT	\$746.00
<u>E.E.D.A. TOTAL</u>				<u>\$746.00</u>

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

01-00223	COOPER, MICHAEL G.	PO0118351	ADC MEMBERSHIP FEE 2014	\$247.18
01-02828	WAYLAND BAPTIST UNIVERSITY	PO0118166	TUITION ASSISTANCE	\$300.00
01-04290	RIPPKE, TAMICA L.	PO0118167	TEXTBOOK REIMBURSEMENT	\$162.48
01-74730	NORTHERN OKLAHOMA COLLEGE	PO0118165	TUITION ASSISTANCE	\$300.00
<u>V.D.A. TOTAL</u>				<u>\$1,009.66</u>

FUND 40 **DEPT 405 - CAPITAL IMPROVEMENT**

01-01517	LAVICKY SAND COMPANY, INC.	PO0117111	M-1215A DIRT/DEBRIS REMOVAL	\$4,301.00
01-01770	EASLEY ASSOCIATES, INC.	PO0118128	M-1109F PROFESSIONAL SERVICES	\$475.00
01-04288	USAA FEDERAL SAVINGS BANK	PO0118101	R-0303D MTG RELEASE FEE	\$250.00
01-31260	BRUEGGEMANN ENGINEERING	PO0116647	M-1304A PEDESTRIAN TRAIL P-5	\$6,500.00
01-31260	BRUEGGEMANN ENGINEERING	PO0117649	M-1207B PROFESSIONAL SERVICES	\$12,000.00
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0115048	M-1401A TRAFFIC SIGNAL/VAN BUREN	\$2,292.50
01-75990	LANDPLAN CONSULTANTS, INC.	PO0116954	M-1304B PROFESSIONAL SVCS/TRL	\$5,990.00
<u>CAPITAL IMPROVEMENT TOTAL</u>				<u>\$31,808.50</u>

FUND 43 **DEPT 435 - STORMWATER FUND**

01-01406	GUARANTEE ABSTRACT	PO0118065	F-1307A CLOSING COSTS	\$895.65
01-01735	OKLAHOMA BIBLE ACADEMY	PO0118285	F-0406F GARLAND STORM WATER	\$4,200.00
<u>STORMWATER FUND TOTAL</u>				<u>\$5,095.65</u>

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

01-01918	GUERNSEY	PO0095773	W-1004A WATER SOURCE EXPANSION	\$16,989.35
01-02066	PROFESSIONAL ENG. CONSULTANTS	PO0095521	W-1107A WATER PLANT RENOVATION	\$3,639.80
01-03682	LANDMARK STRUCTURES I, LP	PO0106347	W-0820A ELEVATED STORAGE TANK	\$536,192.00
01-03684	CB&I, INC.	PO0106357	W-0821A WATER STORAGE TANK	\$86,880.00
01-03917	OVERSTREET, REED & TERESA	PO0118286	W-1401A CROP/LAND DAMAGE	\$3,500.00
01-04232	GABLE GOTWALS	PO0118344	W-1304A PROFESSIONAL LEGAL SVS	\$211.50
01-05050	ENVIROTECH	PO0118355	W-0820A CONCRETE TESTING	\$168.00
01-05134	ENID NEWS & EAGLE	PO0118144	W-1407A PUBLICATION	\$317.96
<u>WATER CAP. IMPROVEMENT FUND TOTAL</u>				<u>\$647,898.61</u>

FUND 50 **DEPT 505 - 911**

01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$136.00
01-42400	AT & T	PO0118241	MONTHLY SERVICE 11/13	\$1,329.48
01-66190	AT&T	PO0118278	MONTHLY SERVICE 12/13	\$10,226.68
<u>911 TOTAL</u>				<u>\$11,692.16</u>

FUND 51 **DEPT 515 - POLICE**

01-01472	STAPLES ADVANTAGE	PO0118116	BINDERS/TONER	\$168.25
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$1,270.60
01-02082	AT&T MOBILITY	PO0118281	MONTHLY SERVICE 11/13	\$1,509.86
01-02799	CRESCENT STORAGE CENTERS	PO0118280	OFF STREET PARKING	\$1,320.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0118092	SECURITY CONSOLE 11/13	\$100.00
01-03921	EXPRESS SCRIPTS, INC.	PO0118194	WC/MEDICAL	\$49.98
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0118253	MEDS/INMATES	\$16.37

01-04164	OK DEPT. OF PUBLIC SAFETY	PO0118242	OLETS USERS FEE 12/13	\$350.00
01-04215	WILSON, JASON	PO0118193	WC/MEDICAL	\$38.28
01-04284	BRECKINRIDGE ARMS & SUPPLY	PO0118051	AMMUNITION	\$4,249.75
01-05134	ENID NEWS & EAGLE	PO0118250	ADVERTISEMENT	\$100.00
01-09021	INT'L. PERSONNEL MGMT. ASSOC.	PO0118256	EXAMS (11)	\$255.00
01-13145	MID-AMERICA WHOLESAL, INC.	PO0118247	COFFEE FILTER	\$182.70
01-15061	OK CORRECTIONAL INDUST.	PO0118252	UNIFORM PANTS (3)	\$58.50
01-16004	PDQ PRINTING	PO0118255	TIME CARDS (500)	\$76.00
01-16087	PORTERFIELD SURVEYING	PO0118273	R-1303A PROFESSIONAL SERVICES	\$396.00
01-16145	PETTY CASH	PO0118323	REIMB/NOTARY/T JACOBI	\$20.00
01-16145	PETTY CASH	PO0118323	REIMB/BULB/A BARBER	\$11.91
01-19087	SIRCHIE FINGER PRINT LAB	PO0118254	CRIME SCENE SUPPLY	\$196.57
01-19087	SIRCHIE FINGER PRINT LAB	PO0118240	DRUG TEST KITS	\$166.00
01-46560	GROOM CLOSET	PO0118251	K9 DOG FOOD	\$71.04
01-50460	ENID DIESEL INC	PO0118249	V709 TOW/IMPOUND	\$136.25
01-53300	ANIMAL CARE OF ENID, INC.	PO0118214	REIMB/VACCINES	\$120.00
01-65460	ACTSHON PEST CONTROL	PO0118248	EXTERMINATING SERVICE 11/13	\$40.00
01-78390	AFIX TECHNOLOGIES	PO0118284	SUPPORT RENEWAL 2014	\$7,203.00
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118205	WC/MEDICAL	\$131.95
			POLICE TOTAL	\$18,238.01

FUND 52 DEPT 525 - C.I.C.

01-02082	AT&T MOBILITY	PO0118265	MONTHLY SERVICE 12/13	\$173.66
			C.I.C. TOTAL	\$173.66

FUND 60 DEPT 605 - CONFERENCE CENTER

01-03789	BEST BUY FOR BUSINESS	PO0108434	M-1109H DIGITAL SIGNAGE	\$31,805.82
01-03789	BEST BUY FOR BUSINESS	PO0112168	M-1109H DIGITAL SIGNAGE	\$11,358.02
01-03789	BEST BUY FOR BUSINESS	PO0118155	M-1109H DIGITAL SIGNAGE	\$2,086.09
01-15125	OK GAS & ELECTRIC	PO0118153	MONTHLY SERVICE 11/13	\$145.15
01-15125	OK GAS & ELECTRIC	PO0118283	MONTHLY SERVICE 11/13	\$12,951.88
			CONFERENCE CENTER TOTAL	\$58,346.96

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0118074	BATTERIES	\$407.07
01-01338	J & P SUPPLY, INC.	PO0118082	PAPER TOWEL/CLEANER	\$174.01
01-01338	J & P SUPPLY, INC.	PO0118320	BOWL CLEANER/BATTERIES	\$62.92
01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$3,714.93
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0118318	SAW BLADES/SCREWS	\$14.16
01-02021	B'S QUALITY DOOR, INC.	PO0118073	AEROSOL	\$76.80
01-02146	SPRINT NEXTEL	PO0118319	AIR CARD	\$19.09
01-02295	MURDOCK, INC.	PO0118332	AUTO CHAIN/BEARINGS	\$47.42
01-02363	CONRAD FIRE EQUIP., INC.	PO0118078	GAUGE	\$96.23
01-02363	CONRAD FIRE EQUIP., INC.	PO0118078	GAUGE	\$60.78
01-03097	LYDIA'S ALTERATIONS	PO0118324	UNIFORM ALTERATIONS/PATCHES	\$163.00
01-03138	POLLARDWATER.COM	PO0118335	GAUGES (8)	\$439.79
01-03575	911 CUSTOM, LLC	PO0118077	SPOTLIGHTS	\$607.15
01-03603	GIBSON HEATING & AIR, LLC	PO0118081	ICE MACHINE/SERVICE CALL	\$80.00
01-03897	MORGAN, NANCY	PO0118066	WC/MEDICAL	\$505.28
01-03897	MORGAN, NANCY	PO0118158	WC/MEDICAL	\$505.28
01-03943	LUCKY'S FIXTURE CO.	PO0117811	ICE MACHINE	\$3,772.90
01-04026	NORTHERN OKLAHOMA DIAGNOSTIC IMAGI	PO0118196	WC/MEDICAL/T CROSS	\$794.49
01-04030	WELDON PARTS, INC.	PO0118337	V1031/1034 WIPER BLADES	\$83.68
01-04073	DERRICK CANVAS, INC.	PO0118098	VINYL COVERS	\$430.00
01-04078	WILLIAM R. GILLOCK, M.D.	PO0118200	WC/MEDICAL/J MITCHELL	\$553.19
01-04162	K & S TIRE, INC.	PO0118348	V1029 TIRES (2)	\$1,252.86
01-04221	SOUTHERN UNIFORM & EQUIPMENT	PO0118336	BUTTONS	\$12.98
01-04256	GOOD EARTH PRODUCTS, INC.	PO0118339	CLEANER	\$155.56
01-04299	INDUSTRIAL TRUCK EQUIPMENT	PO0118353	V1029 PAINT/BODY REPAIR	\$17,728.21
01-05162	EMBLEM ENTERPRISES INC	PO0118080	PATCHES (30)	\$191.70
01-13089	MERRIFIELD OFFICE SUPPLY	PO0118326	TONER	\$68.99

01-13145	MID-AMERICA WHOLESAL, INC.	PO0118328	MEAL/CHIEFS DINNER	\$402.24
01-15132	O'REILLY AUTO PARTS, INC.	PO0118333	MOTOR OIL/FLUID/LIGHTS	\$238.04
01-15132	O'REILLY AUTO PARTS, INC.	PO0118333	V1040 BATTERY CHARGER	\$29.99
01-16006	PHILLIPS PRINTING, INC.	PO0118084	MEDICAL REPORTS FORMS (1000)	\$218.00
01-16145	PETTY CASH	PO0118329	REIMB/TAXI/J BULLER	\$4.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0118307	M-1409 PAINT/CAULK/PAINT/BRUSH	\$245.74
01-30830	LOCKE SUPPLY, INC.	PO0118321	LIGHTS	\$133.90
01-30830	LOCKE SUPPLY, INC.	PO0118321	M-1409 BRACKETS	\$2.36
01-31350	ADVANCED FIRE EQUIPMENT	PO0118313	FIRE SUPPRESSION INSPECTIONS	\$209.80
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0118170	HEP B VACCINATION	\$50.00
01-37890	OK STATE UNIVERSITY	PO0118218	FIREFIGHTER ACADEMY REG (2)	\$2,500.00
01-49880	DELL MARKETING, LP	PO0117667	COMPUTERS (3)	\$1,935.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0118312	EARPLUGS	\$14.19
01-55160	BOUND TREE MEDICAL, LLC	PO0118083	EAR PLUGS/RESCUE BAGS	\$328.00
01-56090	K J PRODUCTIONS	PO0118347	PROFESSIONAL SERVICES	\$1,250.00
01-70950	COPIERS PLUS, INC.	PO0118079	COPIER MAINTENANCE 11/13	\$72.22
01-79290	SIGN SHACK THE	PO0118075	V1015 GRAPHICS	\$150.00
01-79980	PIONEER BUSINESS SOLUTION	PO0118334	MONTHLY SERVICE 12/13	\$30.76
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0117647	IPAD (3)	\$608.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118102	V1031 SCREWDRIVER/CORDS	\$26.44
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118102	V1034 PLIERS/CORD	\$32.97
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118102	BATTERIES/FILTER/BLADE	\$72.96
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118316	EXTENSION CORD/PLUG/CONNECTORS	\$58.84
			FIRE TOTAL	\$40,631.92

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0118338	CHASE PAYMENT	\$183.88
01-02082	AT&T MOBILITY	PO0118161	MONTHLY SERVICE 11/13	\$63.76
01-03921	EXPRESS SCRIPTS, INC.	PO0118194	WC/MEDICAL	\$39.75
01-03921	EXPRESS SCRIPTS, INC.	PO0118293	WC/MEDICAL	\$55.47
			EPTA TOTAL	\$342.86

COMBINED BREAKDOWN OF TOTALS

EMA	\$91,980.19
EEDA	\$746.00
REMAINING FUNDS	\$3,043,873.92
TOTAL CLAIMS	\$3,136,600.11