



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 6th day of May, 2014, 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 APRIL 15, 2014.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
 - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.

5.2 CONSIDER APPOINTMENTS TO THE SPECIAL SALES TAX OVERSIGHT COMMITTEE.

BACKGROUND: Terms for the wards 2, 3, 5 and 6 representatives to this committee have expired. Members of this committee are appointed by the commissioner from each respective ward. These appointments will be made by commissioners Stuber, Ezzell, Wilson, and Vanhooser. The newly appointed representatives will serve until March 1, 2017.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None.

RECOMMENDATION: Consider appointments.

PRESENTER: Joan Riley, Assistant City Manager.

6. HEARINGS.

6.1 CONDUCT A PUBLIC HEARING PURSUANT TO TITLE 11, SECTION 43-104, OF THE STATUTES OF THE STATE OF OKLAHOMA, REGARDING AMENDMENTS TO THE SIGN ORDINANCE.

BACKGROUND: This is a companion to Item 8.15. Pursuant to 11 O.S. § 43-104, citizens must have the opportunity to be heard before any zoning regulation may become effective. Pursuant to statute, notice was published on April 21, 2014. This ordinance corrects grammar throughout, adds and amends definitions for clarification, clarifies the computation of sign area and display surface area, exempts a-frame signs from permitting requirements, allows a display surface area 10% larger in size than the sign area, clarifies the elements to be met for a variance, and clarifies several requirements throughout the ordinance.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None.

RECOMMENDATION: Conduct Public Hearing.

PRESENTER: Shandi Campbell, Assistant City Attorney.

7. COMMUNITY DEVELOPMENT.

7.1 CONSIDER INSTALLING NO PARKING SIGNS ON THE SOUTH SIDE OF PONCA AVENUE BETWEEN JOHNSON STREET AND KESTERFIELD BOULEVARD.

BACKGROUND: Surveys were sent to 73 property owners on Ponca Avenue between Johnson Street and Kesterfield Boulevard. They were given 20 days to respond. The survey provided a map of the proposal and a self-addressed stamp envelope. Staff received 36 (49%) responses to the proposal that would allow parking on the north side of Ponca Avenue and prohibit parking on the south side. Of the 36 responses, 26 (72%) were in favor of the proposal, nine (25%) were against the proposal, and one (3%) was in favor of no parking on both sides of Johnson Street.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Location Map.

RECOMMENDATION: Approve.

PRESENTER: Chris Bauer, Planning Administrator.

7.2 CONSIDER AN APPEAL CONCERNING THE SIDEWALK ORDINANCE 12-6-2: Y CONCERNING THE PROPOSED TRAVEL PLAZA SITE PLAN LOCATED AT 106 SOUTH 42ND.

BACKGROUND: Section 12-6-2: Y requires all commercial developments include sidewalks which abut Owen K. Garriott Road, Van Buren Street, an arterial highway, an auxiliary service highway, an arterial street or a collector street that parallels those streets. This particular site abuts Owen K. Garriott Road, which is a principal arterial.

The Metropolitan Area Planning Commission determined the site location will be distant from residential development, with little pedestrian activity anticipated.

Metropolitan Area Planning Commission unanimously recommended approval at their April 21, 2014 meeting.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Appeal Letter, Site Plan.

RECOMMENDATION: Approve the sidewalk variance.

PRESENTER: Chris Bauer, Planning Administrator.

8. ADMINISTRATION.

- 8.1 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 5 ENTITLED "GENERAL OFFENSES," ARTICLE G, ENTITLED "WEAPONS, FIREWORKS AND RELATED OFFENSES," SECTIONS 5-5G-2 THROUGH 5-5G-6, 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 April 15, 2014, Study Session. This amendment updates the maximum fines as allowed by State Law, corrects grammatical errors, provides for penalties, and moves from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.2 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 OFFENSE TO A SPECIFIC FINE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the April 15, 2014, Study Session. This amendment updates the maximum fines as allowed by State Law, corrects grammatical errors, and moves from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.3 CONSIDER 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 CERTAIN ANIMALS WITHIN THE CITY OF ENID CITY LIMITS, 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 April 15, 2014, Study Session. This amendment updates the maximum fines as allowed by State Law, corrects grammatical errors, and moves from a class system of offenses to specific fines and imprisonment.

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 7, ENTITLED "ANIMAL CONTROL" ARTICLE A, ENTITLED "DOGS, CATS, FERRETS AND POTBELLIED PIGS," SECTIONS 5-7A-1 THROUGH 5-7A-4, AND 5-7A-7 TO GOVERN ANIMALS RUNNING AT LARGE AND ANIMAL ATTACKS WITHIN THE CITY OF ENID CITY LIMITS AND 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 April 15, 2014, Study Session. This amendment updates the maximum fines as allowed by State Law, corrects grammatical errors, and moves from a class system of offenses to specific fines and imprisonment.

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 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE D, ENTITLED "PUBLIC SAFETY AND EMERGENCY SERVICES," SECTION 2-6D-2, ENTITLED "ANIMAL IMPOUNDMENT," TO INCREASE AND AMEND FEES ASSOCIATED WITH IMPOUNDING ANIMALS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the April 15, 2014, Study Session. This amendment updates the fees charged by the Enid Animal Shelter.

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 CREATING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 7, ENTITLED "ANIMAL CONTROL," SECTION 5-7-12, ENTITLED "ANIMAL RESCUE," TO INCREASE ACCOUNTABILITY AND REGULATE THE PRACTICE OF RESCUING ANIMALS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND: This ordinance was reviewed by the Commission at the April 15, 2014, Study Session. This amendment prevents the theft of animals by regulating animal rescue.

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 1, CURRENTLY ENTITLED "GENERAL TRAFFIC PROVISIONS," SECTIONS 6-1-4 THROUGH 6-1-14, TO OUTLINE TRAFFIC LAWS AND PUNISHMENT FOR VIOLATIONS WITHIN THE CITY OF ENID CITY LIMITS RESPONSIBLY AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER TRAFFIC VIOLATIONS 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 addresses general traffic provisions within the City of Enid Municipal Code.

This amendment updates the maximum fines as allowed by State law, corrects grammatical errors, provides for penalties, and moves from a class system of offenses to specific fines and imprisonment.

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 4, ENTITLED "OVERTAKING AND PASSING REGULATIONS," SECTIONS 6-

4-1 THROUGH 6-4-12, TO REGULATE DRIVING AND ROADWAYS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER TRAFFIC VIOLATIONS 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 addresses overtaking and passing regulations.

This amendment updates the maximum fines as allowed by State law, corrects grammatical errors, provides for penalties, and moves from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.9 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC," CHAPTER 5, ENTITLED "DRIVING RULES," SECTIONS 6-5-1 THROUGH 6-5-8, TO REGULATE DRIVING HABITS AND ROADWAYS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER TRAFFIC VIOLATIONS 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 addresses driving rules.

This amendment updates the maximum fines as allowed by State law, corrects grammatical errors, provides for penalties, and moves from a class system of offenses to specific fines and imprisonment.

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, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC," CHAPTER 7, ENTITLED "GENERAL MISCELLANEOUS RULES," SECTIONS 6-7-1 THROUGH 6-7-13, TO OUTLINE ASSORTED TRAFFIC LAWS AND PUNISHMENT FOR VIOLATIONS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION 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 addresses miscellaneous driving rules.

This amendment updates the maximum fines as allowed by State law, corrects grammatical errors, provides for penalties, and moves from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.11 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 3, ENTITLED "TRAFFIC CONTROL DEVICES," SECTIONS 6-3-4 THROUGH 6-3-6 AND 6-3-10 THROUGH 6-3-11, TO DESCRIBE THE BEHAVIOR WITH TRAFFIC DEVICES AND THE ASSOCIATED PUNISHMENTS FOR VIOLATIONS 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 addresses traffic control devices.

This amendment updates the maximum fines as allowed by State law, corrects grammatical errors, provides for penalties, and moves from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

8.12 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED "ADMINISTRATION" CHAPTER 11, CURRENTLY ENTITLED "MUNICIPAL COURT," SECTIONS 1-11-18 THROUGH 1-11-20, TO UPDATE FINES 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 April 15, 2014, Study Session. This amendment updates the maximum fines as allowed by State Law, corrects grammatical errors, and moves from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

8.13 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, CREATING TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 2, ENTITLED "PARKS AND RECREATION," SECTION 7-2-4, TO PROHIBIT THE USE OF TOBACCO AND OTHER PRODUCTS IN PUBLIC PARKS; CREATING 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 2, ENTITLED "PARKS AND RECREATION," SECTION 7-2-5 TO

PROVIDE FOR PENALTY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance was discussed by the Commission at the April 15, 2014, Study Session. This ordinance prohibits the use of tobacco and other products in public parks and provides a penalty in keeping with State law.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.14 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-1 TO CORRECT GRAMMAR; SECTION 11-13-2, TO CORRECT GRAMMAR, ADD TWO DEFINITIONS AND AMEND SEVERAL DEFINITIONS FOR CLARIFICATION; SECTION 11-13-3 TO CORRECT GRAMMAR; SECTION 11-13-4 TO CORRECT GRAMMAR, EXEMPT A-FRAME SIGNS FROM THE PERMITTING REQUIREMENT AND TO RESTATE THE PROHIBITION ON PLACING SIGNS IN THE PUBLIC RIGHT OF WAY; SECTION 11-13-5 TO CORRECT GRAMMAR, TO PROVIDE FOR A DISPLAY AREA THAT IS 10% LARGER IN SIZE THAN THE SIGN AREA, TO CLARIFY THE REQUIREMENTS FOR ALL SIGNS, TO CLARIFY THE CALCULATION OF SIGN AREA AND DISPLAY SURFACE AREA; SECTION 11-13-6 TO CORRECT GRAMMAR, TO REFER TO ANOTHER SECTION TO DETERMINE MAXIMUM SQUARE FOOTAGE OF DISPLAY SURFACE AREA AND TO ALLOW A-FRAME SIGNS DOWNTOWN AND IN SHOPPING CENTERS; SECTION 11-13-7 TO CORRECT GRAMMAR, TO REFER TO ANOTHER SECTION TO DETERMINE MAXIMUM SQUARE FOOTAGE OF DISPLAY SURFACE AREA AND CLARIFY CERTAIN REGULATIONS OF SIGNS; SECTION 11-13-8 TO CORRECT GRAMMAR; SECTION 11-13-9 TO CORRECT GRAMMAR AND TO CLARIFY THE ELEMENTS AN APPLICANT IS REQUIRED TO MEET IN ORDER TO RECEIVE A VARIANCE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION..

BACKGROUND: This is a companion to Item 6.1. This ordinance was discussed by the Commission at the April 15, 2014, Study Session. Pursuant to 11 O.S. § 43-104, a public hearing has been conducted. This ordinance corrects grammar throughout, adds and amends definitions for clarification, clarifies the computation of sign area and display surface

area, exempts a-frame signs from permitting requirements, allows a display surface area 10% larger in size than the sign area, clarifies the elements to be met for a variance, and clarifies several requirements throughout the ordinance.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.15 CONSIDER AN ORDINANCE ADOPTING AND ENACTING A COMPILATION OF CITY ORDINANCES ENTITLED THE ENID MUNICIPAL CODE, 2014, AND ESTABLISHING THE SAME; PROVIDING FOR REPEALER OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING FOR THE MANNER OF AMENDING AND SUPPLEMENTING SUCH CODE; PROVIDING FOR PUBLISHING THE NAME OF EACH TITLE AND A SUMMARY OF THEIR CONTENT.

BACKGROUND: Pursuant to State Law, this Ordinance compiles and codifies the Enid Municipal Code, adopting and enacting said compilation of the Enid Municipal Code, 2014.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Andrea Chism, City Attorney.

- 8.16 CONSIDER A RESOLUTION PUBLISHING THE RECODIFICATION OF THE ENID MUNICIPAL CODE AS THE ENID MUNICIPAL CODE, 2014.

BACKGROUND: Pursuant to State Law, this Resolution publishes and enacts the Enid Municipal Code, 2014, and provides for notice to the public.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Andrea Chism, City Attorney.

8.17 CONSIDER AWARDING A CONTRACT TO MTZ CONSTRUCTION, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE PHASE 5 PEDESTRIAN TRAIL PROJECT, OAKWOOD ROAD TO GARLAND ROAD, PROJECT NO. M-1304A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND: This project constructs an additional 1.1 miles of 10-foot wide concrete trail from Garland Road to Oakwood Road, further extending the existing 3.55 miles of trail.

This project includes two (2) Add Alternates for options on the type of bridge that will span the drainage area:

- Alternate #1: Connector Style, rectangular shaped.
- Alternate #2: Keystone Style, arched shaped.

Six (6) bids were received:

1. MTZ Construction, Inc.	Base Bid	\$ 593,784.30
	a. Alternate 1.	\$ 50,605.00
	b. Alternate 2.	\$ 58,684.00
2. JLT Contracting, LLC.	Base Bid	\$ 660,577.15
	a. Alternate 1.	\$ 73,550.00
	b. Alternate 2.	\$ 79,185.00
3. Henson Construction	Base Bid	\$ 698,898.00
	a. Alternate 1.	\$ 56,066.00
	b. Alternate 2.	\$ 54,868.00
4. Onsite Construction, Inc.	Base Bid	\$ 723,970.65
	a. Alternate 1.	\$ 65,500.00
	b. Alternate 2.	\$ 68,500.00
5. Continental Construction	Base Bid	\$ 752,235.78
	a. Alternate 1.	\$ 65,700.00
	b. Alternate 2.	\$ 3,000.00

6. Tom Hudson Paving, Inc.	Base Bid	\$ 901,345.98
	a. Alternate 1.	\$ 50,605.00
	b. Alternate 2.	\$ 58,684.00
Engineer's Estimate	Base Bid	\$ 731,642.40
	a. Alternate 1.	\$ 90,000.00
	b. Alternate 2.	\$ 105,000.00

MTZ Construction, Inc. submitted the lowest, responsible bid in the amount of \$593,784.30 for the Base Bid, \$50,605.00 for Alternate 1, and \$58,684.00 for Alternate 2.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: Canvass of Bids. Sketch of Alternate #1 and #2.

RECOMMENDATION: Award a contract to MTZ Construction, Inc. in the amount of \$593,784.30 for the Base Bid and \$58,684.00 for Alternate #2, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Murali Katta, P.E., Project Engineer.

8.18 CONSIDER AWARDING A CONTRACT TO S.L. MADISON CONSTRUCTION, LLC., CRESCENT, OKLAHOMA, FOR THE PEDESTRIAN TRAIL SOUTH OF RUPE AVENUE TO MEADOWLAKE PARK, PROJECT NO. M-1304C, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND: This project adds 0.42 miles to the 10-foot wide concrete trail, and connects the existing trail to Meadowlake Park along the US Army Corps of Engineer channel.

Two (2) bids were received:

SL Madison Construction	\$ 209,065.00
On-Site Construction, Inc.	\$ 279,795.00
Engineer's Estimate	\$ 274,260.00

SL Madison Construction, LLC, submitted the lowest, responsible bid in the amount of \$209,065.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: Canvass of Bids.

RECOMMENDATION: Award contract to SL Madison Construction, LLC in the amount of \$209,065.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Murali Katta, P.E., Project Engineer.

- 8.19 CONSIDER A RESOLUTION AMENDING THE 2013-2014 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$339,500.00 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.

BACKGROUND: This is a companion to Items 9.15, 12.2, and 12.4. A professional architectural firm's services are required to design a downtown, multi-level parking garage to integrate with and complement the proposed downtown hotel, which will successfully complete this phase of the downtown revitalization.

The City of Enid requested a proposal from Hood-Rich Architecture for this purpose and their proposal reflects the required skills, experience, and qualifications to accomplish this task. This proposal ensures the design of the garage will reflect the construction and design of the proposed hotel at this site.

The Commission waives the requirement for requesting proposals from multiple firms, as outlined in Chapter 7, Section 3, "Contracting for Professional Services", of the "City of Enid Finance Procedures Manual." All other requirements of the Finance Procedures Manual are adhered to.

This approach meets the requirements identified in State Statute 61 O.S. §62(J) and is fully compliant with State Law.

It is deemed in the City's best interest to award a contract to Hood-Rich Architecture in the fixed-fee amount of \$299,500.00 and a not-to-exceed amount of \$40,000.00 in reimbursable expenses, which is less than the projected seven (7) percent of construction costs.

The funds will be transferred from the Enid Municipal Authority Fund and the 1% sales tax account.

2013-2014 BUDGETED ITEM: No. This item appropriates the funds in the 2013-2014 budget.

FUNDING SOURCE: Capital Improvement Fund.

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

RECOMMENDATION: Approve appropriation with Hood-Rich Architecture for the design of the downtown parking garage, in the fixed-fee amount of \$299,500.00 and a not-to-exceed amount of \$40,000.00 in reimbursable expenses.

PRESENTER: Jerald Gilbert, Chief Financial Officer and Christopher Gdanski, Director of Engineering.

9. CONSENT.

9.1 APPROVE AN ONLINE REGISTRATION AND SERVICE AGREEMENT BETWEEN THE CITY OF ENID AND CIRILIAN, INC., D/B/A REC1, OF ALPHARETTA, GEORGIA.

BACKGROUND: The Parks and Recreation Department desires a software to schedule the use of parks and facilities owned by the City of Enid. Cirilian, Inc., provides a web-based solution for online recreation registration and management. The cost to use this service is one (1) percent of each rental transaction.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Registration and Service Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Jacob Foos, Parks & Recreation Supervisor.

9.2 APPROVE THE SALE OF LOTS ONE (1) AND TWO (2), BLOCK FIVE (5), ROCK ISLAND HEIGHTS ADDITION TO THE CITY OF ENID, MORE COMMONLY REFERRED TO AS 227 E. YORK AVENUE, TO MORSE C. DIXON, JR., IN THE AMOUNT OF \$2,000.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS.

BACKGROUND: Mr. Morse C. Dixon, Jr., approached the City offering to purchase Lots One (1) and Two (2), Block Five (5), Rock Island Heights

Addition in the City of Enid, more commonly referred to as 227 E. York Avenue. The City has owned this property since 1999, but has not, nor plans to use the property. The former owner deeded the property to the City and dilapidated structures were removed by the City. Mr. Dixon, the neighboring property owner, has been mowing and maintaining this property for many years. He has offered the City \$2,000.00 for the property, which exceeds the Garfield County Assessor's valuation of the property.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Real Estate Agreement and Quit Claim Deed.

RECOMMENDATION: Approve Agreement and Deed.

PRESENTER: Andrea Chism, City Attorney.

9.3 APPROVE A PURCHASE OPTION AGREEMENT WITH EMERGING FUELS TECHNOLOGY, INC., TULSA, OKLAHOMA.

BACKGROUND: This is a companion to Item 12.1. During the April 15, 2014, Study Session, the Enid Regional Development Alliance presented the Mayor and Board of Commissioners with a proposal to enter into a purchase option agreement for the sale of the Cimarron Industrial Airpark to Emerging Fuels Technology, Inc. The cost of the option is \$6,000.00, which has already been received by the City of Enid. The option period is six (6) months, after which Emerging Fuels Technology, Inc., may extend the option period for an additional six (6) months upon payment of \$6,000.00. Should Emerging Fuels Technology, Inc., exercise the option, the purchase price is \$6,000.00 per acre.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Purchase Option Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

9.4 DENY THE TORT CLAIM OF BRENDA CAMARENA.

BACKGROUND: On March 20, 2014, Brenda Camarena submitted a tort claim for property damage in the amount of \$498.88. The claim alleged that while driving on the 800 block of E. Willow, she ran over a pipe in the middle of the road causing damage to her 2006 Volkswagen Convertible. The City Attorney investigated and found no negligence on the City's part regarding this claim and recommends that the City deny the tort 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 claim.

PRESENTER: Andrea Chism, City Attorney.

9.5 ACCEPT AN 11-FOOT WIDE UTILITY EASEMENT FROM CVS LLC., ENID, OKLAHOMA, A DELAWARE LIMITED LIABILITY COMPANY.

BACKGROUND: This item accepts a utility easement covering the realignment of the Storm Sewer Project No. F-1304A, at CVS Pharmacy located at the corner of Van Buren and Owen K. Garriott Road.

This easement is required for Site Plan approval, and is provided at no cost to the City.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Accept Utility Easement.

PRESENTER: Christopher Gdanski, Director of Engineering.

9.6 ACCEPT SANITARY SEWER, PROJECT NO. S-1313A, AND STORM SEWER, PROJECT NO. F-1304A, IMPROVEMENTS FOR THE CVS PHARMACY ON VAN BUREN AND OWEN K. GARRIOTT ROAD.

BACKGROUND: These privately funded projects have been constructed in accordance with City standards and as-built drawings have been received. The work includes the placement of sanitary sewer and storm

sewer lines to serve the CVS Pharmacy on Van Buren and Owen K. Garriott Road.

The 1-year maintenance period for each improvement will commence upon approval of this item.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None.

RECOMMENDATION: Accept Projects.

PRESENTER: Christopher Gdanski, Director of Engineering.

- 9.7 **APPROVE CHANGE ORDER NO. 1 WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR THE 2014 LOCAL STREET PROGRAM, PROJECT NO. R-1401A.**

BACKGROUND: This Change Order removes and reinstalls antique light poles on Broadway between Grand Avenue and Independence Avenue, matching the new curb elevation.

Change Order No. 1 adds \$10,200.00 to the original contract amount of \$949,402.84, for a revised contract amount of \$959,602.84.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Street 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: Christopher Gdanski, Director of Engineering.

- 9.8 **AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2014 SANITARY SEWER VIDEO INSPECTIONS, PROJECT NO. S-1402B, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

BACKGROUND: This project inspects 73,000 linear feet of sanitary sewer lines, identifying defective lines for point repairs.

Four (4) bids were received:

Luckinbill, Inc.	\$ 92,100.00
Interra Hydro, Inc.	\$ 131,757.00
Tri-Star Utilities, Inc.	\$ 215,750.00
Mathews Trenching Co., Inc.	\$ 353,400.00
Engineer's Estimate	\$ 224,000.00

Luckinbill, Inc. submitted the lowest, responsible bid in the amount of \$92,100.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Sanitary Sewer Capital Improvement Fund.

ATTACHMENTS: Canvass of Bids.

RECOMMENDATION: Award a contract to Luckinbill, Inc. in the amount of \$92,100.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Jomara Ortiz, Project Engineer.

- 9.9 **AWARD A CONTRACT TO DUKES ROOT CONTROL, INC., ENID, OKLAHOMA, FOR THE 2014 SANITARY SEWER CHEMICAL ROOT CONTROL, PROJECT NO. S-1402C, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

BACKGROUND: This annual project chemically treats sanitary sewer lines to eliminate root growth which causes blockages in sanitary sewer lines, resulting in backups and overflows. Chemical root control treatment is required by the City of Enid's Capacity, Maintenance, Operation and Management Program.

Three (3) bids were received:

Luckinbill, Inc.	\$ 66,635.16
Dukes Root Control, Inc.	\$ 68,949.76
Municipal Sales, Inc.	\$ 80,996.61
Engineer's Estimate	\$ 142,161.00

The Luckinbill, Inc. bid did not include the Specimen Label and Material Data Sheets, Pollution Liability Insurance Certificate, contract calendar

days, and completed Contractor's Qualification Statement, as required by the bidding standards, and is therefore considered non-compliant.

Dukes Root Control, Inc. submitted the lowest, responsible bid in the amount of \$68,949.76.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Sanitary Sewer Capital Improvement Fund.

ATTACHMENTS: Canvass of Bids.

RECOMMENDATION: Award a contract to Dukes Root Control, Inc. in the amount of \$68,949.76, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Jomara Ortiz, Project Engineer.

- 9.10 **AWARD A CONTRACT TO BUDGET PLUMBING & CONSTRUCTION, LLC, ENID, OKLAHOMA, FOR THE SANITARY SEWER MANHOLE RING AND LID REPLACEMENT PROGRAM, PROJECT NO. S-1402D, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

BACKGROUND: This project repairs 21 manhole rings and lids on City paved areas. As part of the City's Capacity, Management, Operation & Maintenance, manholes are inspected and defects are reported and repaired, preventing motor vehicle damage and water infiltration into the sanitary sewer system.

Two (2) bids were received:

Budget Plumbing & Const. LLC	\$ 37,300.00
Luckinbill, Inc.	\$ 40,850.00
Engineer's Estimate	\$ 50,410.00

Budget Plumbing & Construction, LLC, submitted the lowest, responsible bid in the amount of \$37,300.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Sanitary Sewer Capital Improvement Fund.

ATTACHMENTS: Canvass of Bids.

RECOMMENDATION: Award a contract to Budget Plumbing & Construction, LLC, in the amount of \$37,300.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Jomara Ortiz, Project Engineer.

9.11 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR INDEPENDENCE SANITARY SEWER RELOCATION, PROJECT NO. S-1412A.

BACKGROUND: ODEQ approved a permit to construct 600 linear feet of 8-inch PVC sanitary sewer line for the Independence sanitary sewer relocation, located in the Southeast Quarter, Section 7, Township 22 North, Range 6 West, Garfield County, Oklahoma.

Upon required acceptance of Permit No. SL000024140252 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: Christopher Gdanski, Director of Engineering.

9.12 AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE BROADWAY AVENUE WATER LINE RELOCATION, PROJECT NO. W-1409A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND: This project relocates 2,000 feet of 12-inch pipe on Broadway Avenue from Washington Street to 3rd Street, in conjunction with the 2014 Local Street Improvement Project.

Six (6) bids were received:

Luckinbill, Inc.	\$ 679,860.00
Downey Contracting, Inc.	\$ 774,355.00
Matthews Trenching Co., Inc.	\$ 769,953.00
Earth Smart Construction, Inc.	\$ 872,000.00
Goins Enterprises	\$ 898,220.00
Nowak Construction, Co., Inc.	\$ 950,158.00

Engineer's Estimate

\$ 794,991.60

Luckinbill, Inc. submitted the lowest, responsible bid in the amount of \$679,860.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Street Improvement Fund.

ATTACHMENTS: Canvass of Bids.

RECOMMENDATION: Award contract to Luckinbill, Inc. in the amount of \$679,860.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Murali Katta, P.E., Project Engineer.

9.13 APPROVE CHANGE ORDER NO. 1 WITH LUCKINBILL, INC., ENID, OKLAHOMA, AND ACCEPT THE 1400-1900 WEST RUPE AVENUE WATERLINE EXTENSION PROJECT, PROJECT NO. W-1401A.

BACKGROUND: This project added 2,531 linear feet of 10-inch waterline from the elevated water storage tank in Meadowlake Park to Cleveland Street along Rupe Avenue. The line is connected 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.

Change Order No. 1 will deduct \$17,034.90 for final quantities in place resulting in a final contract amount of \$151,863.10.

The project is complete and has a 3-year Maintenance Bond.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Water 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, and Accept Project.

PRESENTER: Murali Katta, P.E., Project Engineer.

9.14 APPROVE CHANGE ORDER NO. 1 WITH S.L. MADISON CONSTRUCTION, LLC., CRESCENT, OKLAHOMA, FOR GARLAND TRIBUTARY STRUCTURE AND STORMWATER MANAGEMENT PROJECT NO. F-1116C.

BACKGROUND: Construction staking determined additional earthwork is required to complete planned berm enhancements.

Change Order No. 1 adds \$19,250.00 to the original contract of \$325,767.10, for a revised contract amount of \$345,017.10.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Storm Water Fund.

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

RECOMMENDATION: Approve Change Order No. 1.

PRESENTER: Christopher Gdanski, Director of Engineering.

9.15 APPROVE AN AGREEMENT WITH HOOD-RICH ARCHITECTURE, SPRINGFIELD, MISSOURI, FOR PROFESSIONAL SERVICES TO DESIGN A DOWNTOWN MULTI-LEVEL PARKING GARAGE, PROJECT NO. G-1303A.

BACKGROUND: This is a companion to Items 8.19, 12.2, and 12.4. A professional architectural firm's services are required to design a downtown, multi-level parking garage to integrate with and complement the proposed downtown hotel, which will successfully complete this phase of the downtown revitalization.

The City of Enid requested a proposal from Hood-Rich Architecture for this purpose and their proposal reflects the required skills, experience, and qualifications to accomplish this task. This proposal ensures the design of the garage will reflect the construction and design of the proposed hotel at this site.

The Commission waives the requirement for requesting proposals from multiple firms, as outlined in Chapter 7, Section 3, "Contracting for Professional Services", of the "City of Enid Finance Procedures Manual." All other requirements of the Finance Procedures Manual are adhered to.

This approach meets the requirements identified in State Statute 61 O.S. §62(J) and is fully compliant with State Law.

It is deemed in the City's best interest to award a contract to Hood-Rich Architecture in the fixed-fee amount of \$299,500.00 and a not-to-exceed amount of \$40,000.00 in reimbursable expenses, which is less than the projected seven (7) percent of construction costs.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

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

RECOMMENDATION: Approve agreement with Hood-Rich Architecture for the design of the downtown parking garage, in the fixed-fee amount of \$299,500.00 and a not-to-exceed amount of \$40,000.00 in reimbursable expenses.

PRESENTER: Christopher Gdanski, Director of Engineering.

- 9.16 **APPROVE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, NO. 2014-H1741-OK-DJ, AWARDED FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA), IN THE AMOUNT OF \$18,671.00.**

BACKGROUND: The BJA approved an allocation in the amount of \$18,671.00 to the City of Enid and Garfield County. This grant requires the governing body of the municipality approve the application for monies allocated and proposed uses, prior to submission. If awarded, these monies will be divided by a mutual agreement between the City of Enid Police Department and the Garfield County Sheriff's office as required by BJA. The City of Enid will receive \$13,069.00 and Garfield County will receive \$5,602.00.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Grant Program and Budget.

RECOMMENDATION: Approve application and proceed with submission.

PRESENTER: Bryan Skaggs, Assistant Police Chief.

- 9.17 **APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,489,431.58.**

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 A PURCHASE OPTION AGREEMENT WITH EMERGING FUELS TECHNOLOGY, INC., TULSA, OKLAHOMA.

BACKGROUND: This is a companion to Item 9.3.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Purchase Option Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

- 12.2 CONSIDER APPROVING AN AGREEMENT WITH HOOD-RICH ARCHITECTURE, SPRINGFIELD, MISSOURI, FOR PROFESSIONAL SERVICES TO DESIGN A DOWNTOWN MULTI-LEVEL PARKING GARAGE, PROJECT NO. G-1303A.

BACKGROUND: This is a companion to Items 8.19, 9.15, and 12.4.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Enid Municipal Authority Fund.

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

RECOMMENDATION: Approve Agreement.

PRESENTER: Christopher Gdanski, Director of Engineering.

- 12.3 CONSIDER AN AGREEMENT WITH THE STOVER GROUP, STILLWATER, OKLAHOMA, FOR PROFESSIONAL SERVICES FOR THE OPERATION, MAINTENANCE, AND MANAGEMENT OF THE WASTE WATER TREATMENT PLANT

BACKGROUND: On March 17, 2014, a Request For Proposal (RFP) was published by the City of Enid seeking proposals for the operation, maintenance, and management of the Wastewater Treatment Plant. Four (4) companies were availed RFP's, and two responses were recorded. The Stover Group from Stillwater, Oklahoma, and Veolia Environment from Oklahoma City, Oklahoma, attended the pre-proposal meeting held on March 31, 2014. On April 17, 2014, the proposals were submitted and reviewed. Each company was evaluated on technical approach, price, financial qualifications, experience, technical qualifications, and corporate profile qualifications. Examination of these qualifications identified The Stover Group responding with the highest rating.

The Stover Group will undergo a performance evaluation period for each contract performance year during the term of the agreement. During the performance review period, the pro-rata portion of the annual operating fee shall be reduced by twenty-five percent (25%). The evaluation will be based on key performance indicators.

The initial base amount of the agreement is \$1,246,960.00. For each subsequent contract performance year, an economic adjustment factor will be applied. This agreement is for five (5) years with absolute discretion to extend the term another five (5) years.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Enid Municipal Authority Fund.

ATTACHMENTS: Canvass of Bids. Agreement is on file in the Office of the City Clerk.

RECOMMENDATION: Approve an agreement with the Stover Group for the operation, maintenance, and management of the Waste Water Treatment Plant.

PRESENTER: Robinson Camp, Deputy Director of Public Works.

12.4 CONSIDER A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$339,500.00.

BACKGROUND: This is a companion to Items 8.19, 9.15, and 12.2. Funds must be transferred from the Enid Municipal Authority (EMA) operations department to the Capital Improvement Fund Capital Improvement Department (CIP) to provide funding of \$339,500.00 for professional architectural firm's services that are required to design a downtown,

multi-level parking garage to integrate with and complement the proposed downtown hotel, which will successfully complete this phase of the downtown revitalization.

2013-2014 BUDGETED ITEM: No. This item increases the EMA financial plan.

FUNDING SOURCE: Enid Municipal Authority Fund.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

12.5 APPROVAL OF CLAIMS IN THE AMOUNT OF \$137,608.64.

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 \$6,000.00.

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 15TH DAY OF APRIL 2014

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 15th day of April 2014, pursuant to notice given by December 15, 2013 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 14th day of April 2014.

-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, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Chris Gdanski, Public Works Director Jim McClain, Planning Administrator Chris Bauer, Director of Marketing and Public Relations Steve Kime, Safety Director Billy McBride, Director of Aviation Dan Ohnesorge, and Ex-Officio Member Col. Darren James.

Ms. Vera Porter gave the Invocation, and Mr. Jim McClain led the Flag Salute.

Motion was made by Commissioner Stuber and seconded by Commissioner Timm to approve the minutes of the regular Commission meeting of April 1, 2014, and special Commission meeting of April 3, 2014, and the vote was as follows:

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

NAY: None.

Mr. William Breeze presented "PJ," available for adoption at the Enid Animal Shelter.

Proclamations were read and presented proclaiming April 24, 2014 as "Arbor Day," and the month of April 2014 as "Fair Housing Awareness Month."

Ballots were taken for an appointment to the Fire Civil Service Commission. The successful applicant was Ms. Pamela Ballard, said term to expire May 19, 2020.

Motion was made by Commissioner Stuber and seconded by Commissioner Janzen to appoint Mr. Corbin Baker as Secretary to the Fire Civil Service Commission, said term to expire May 19, 2020, and the vote was as follows:

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

NAY: None.

Ballots were taken for two (2) vacancies to the Library Board. Ms. Kristina Donaldson and Ms. Mary Hartwick were reappointed to the Board, said terms to expire in May 2017.

Ballots were taken for two (2) vacancies on the Community Development Block Grant Funding Commission. Ms. Lorie Legere was reappointed and Ms. Pamela Ballard was appointed to the Commission, said terms to expire May 1, 2017.

Motion was made by Commissioner Stuber and seconded by Commissioner Wilson to appoint Ms. Kingkini Arend to serve as Registered Architect on the Historic Preservation Commission, to fill an unexpired term to March 1, 2017, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to reappoint Mr. Jim Henderson to serve as Licensed Realtor on the Vance Development Authority, said term to expire March 1, 2018, and the vote was as follows:

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

NAY: None.

Ballots were taken for a vacancy on the Vance Development Authority to be filled by a director or officer of a hospital located within the corporate limits of the city of Enid. Mr. Stanley Tatum was reappointed to this position, said term to expire March 1, 2018.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Stuber to add Mr. Edward Herrman to the ballot for an at-large position on the Vance Development Authority, and the vote was as follows:

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

NAY: None.

Ballots were taken as follows for an at-large vacancy on the Vance Development Authority. Mr. Edward Herrman was appointed to this position to fill an unexpired term to March 1, 2015.

Discussion was held regarding the selection of a consulting firm to prepare a Comprehensive Plan and Transportation Plan for the City of Enid.

Motion was made by Commissioner Vanhooser to select the consulting firm of Guernsey to prepare the Comprehensive Plan.

Motion was seconded by Commissioner Wilson.

Commissioner Janzen stated that updates to the Plan had generally been done every five (5) years. He stated that with a possible change in the Commission in the following year, and a new City Manager, he felt the Plan should be postponed to 2015.

Commissioner Ezzell stated that he would also like to have the involvement of the new City Manager before the Plan was done, which would doubtless have an impact on the City's future.

Commissioners voiced their respective opinions as to the benefits of each firms' proposal.

Following further discussion, the vote was taken as follows:

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

NAY: Commissioners Janzen, Stuber and Ezzell.

City Manager Eric Benson asked that two (2) commissioners be a part of the contract negotiations with Guernsey. Commissioners Vanhooser and Ezzell volunteered to participate in the negotiations.

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve the purchase of land in the Ames water well field in the amount of \$375,000.00, and the vote was as follows:

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

NAY: None.

Brief discussion was held regarding a resolution adopting the Fiscal Year 2014 Annual Action Plan for the Community Development Block Grant (CDBG) Program and Budget for the July 2014 – June 2015 Program Year, and to authorize the Mayor to submit the Plan to the Department of Housing and Urban Development (HUD).

Ms. Stephanie Carr, CDBG Administrator, addressed the Commission. She stated that at the public hearing held on March 1, 2014, it was noted that the 2014 CDBG allocation from HUD would be \$454,097.00. However, she stated that since that time, staff had received notification that the actual allocation had been reduced to \$430,806.00, leaving a deficit of \$23,291.00 for projects recommended by the CDBG Funding Committee. Commissioners were advised that funds in the amount of \$27,058.00 remained from prior year projects, and would be used to make up the deficit from the reduced allocation.

Following further discussion, motion was made by Commissioner Janzen and seconded by Commissioner Timm to approve said resolution as presented, and authorize the Mayor to submit the Plan to the Department of Housing and Urban Development, and the vote was as follows:

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

NAY: None.

Commissioner Ezzell absent from vote.

Discussion was held regarding a Program Management Agreement with Lodgewell Development, LLC (Lodgewell), for the development, design, financing, construction and operation of the proposed downtown parking facility.

City Attorney Andrea Chism explained that the agreement would contract with Lodgewell to be the program manager for the proposed facility. She reviewed the terms of the contract, scope of services to be provided by Lodgewell, and compensation to be paid Lodgewell for those services.

Following further discussion, motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve said agreement as presented, and the vote was as follows:

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

NAY: None.

Mayor Shewey presented Item 8.4, Consider Approving The Design Of The Hilton Garden Inn, Enid, Oklahoma, Provided By Lodgewell Development, LLC.

Commissioner Ezzell stated that this was the Commission's first and last opportunity to approve the design of the hotel. He stated that he did not think this was how the process would go, by virtue of the language in the Master Development Agreement, and in large part, by the motion that was made to demolish the Kress Building. He went on to say that Section 8.2 in the Master Development Agreement stated that "the developer shall design the exterior of the hotel, and..."

Point of order and call for the question was made by Commissioner Vanhooser. He stated that this item had been adequately discussed at previous meetings, and further discussion was inappropriate at this point. He added that the Commission was actually out of order in that a motion should have been made prior to any discussion on the item.

Commissioner Ezzell then moved that the Commission go back to Lodgewell and request a substantial design change to the exterior façade of the building.

Ms. Chism interjected, stating that there was a point of order that called the question. She advised the Commission that the point of order could be voted on first, followed by any subsequent motions. She stated that if a vote was taken on Commissioner Vanhooser's calling the question, and

answered by an affirmative vote, the Commission would move to voting on the item. If it was answered by a negative vote, then further discussion could occur.

The vote to call the question was then taken as follows:

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

NAY: Commissioners Janzen and Ezzell.

Motion was then made by Commissioner Ezzell that the Commission go back to Lodgewell requesting a change in the façade of the hotel to use brick in place of EIFS.

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

AYE: Commissioners Janzen and Ezzell.

NAY: Commissioners Stuber, Timm, Wilson, Vanhooser and Mayor Shewey.

Commissioner Vanhooser moved to approve the design of the Hilton Garden Inn as provided by Lodgewell.

Motion was seconded by Commissioner Stuber.

Mayor Shewey announced that the motion was defeated with a vote of two (2) to five (5). It was noted that Commissioner Vanhooser had not yet obtained the floor and therefore his motion was untimely. Commissioner Vanhooser then moved to approve the design of the Hilton Garden Inn as outlined.

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

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

NAY: Commissioners Janzen and Ezzell.

Motion was made by Commissioner Ezzell and seconded by Commissioner Stuber 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 contract award for Project No. M-1401A, Pedestrian Signal Trail Crossing at U.S. 81 and Frantz Avenue, to the lowest responsible bidder, Traffic Signals, Inc., Edmond, Oklahoma, in the amount of \$57,602.28, and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (2) Acceptance of the following described Easement for Public Highway in the N.E./4 of Section 10-22-7 from Robert and Phyllis Denny, in conjunction with Project No. R-1409A, Oakwood Road and Randolph Avenue Americans With Disabilities Act Pedestrian Improvements:

(Copy Description)

- (3) Acceptance of the following described Easement for Public Highway in the N.E./4 of Section 10-22-7 from Peggy Rackley, Trustee of the Walter P. Scheffe Testamentary Trust, in conjunction with Project No. R-1409A, Oakwood Road and Randolph Avenue Americans With Disabilities Act Pedestrian Improvements:

(Copy Description)

- (4) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project No. W-1409A, Broadway Avenue Waterline Replacement;
- (5) Approval of contract award for Project No. M-1402A, Bike Trail Phase 1 Signing and Striping, to the lowest responsible bidder, Direct Traffic Control, Inc., Oklahoma City, Oklahoma, in the amount of \$94,044.00, and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (6) Acceptance of the following described Easement for Public Highway in the N.E./4 of Section 2-22-7 from Federal Home Loan Mortgage Corporation, in conjunction with Project No. R-0303D, Willow Road Widening:

(Copy Description)

- (7) Approval of contract award for Project No. S-1402A, 2014 Sanitary Sewer Point Repair Program, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, in the amount of \$258,881.00, and authorize the Mayor to execute all contract documents after review by the City Attorney;

and

- (8) 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 Stuber and seconded by Trustee Wilson to approve the purchase of land in the Ames water well field in the amount of \$375,000.00, and the vote was as follows:

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

NAY: None.

Motion was made by Trustee Timm and seconded by Trustee Vanhooser 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 Development 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 Ezzell and seconded by Trustee Wilson to approve a Program Management Agreement with Lodgewell Development, LLC, for the development, design, financing, construction and operation of the downtown parking facility, and the vote was as follows:

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

NAY: Trustee Timm.

Motion was made by Trustee Wilson and seconded by Trustee Vanhooser to approve a contract with Retail Attractions, LLC, to retain and recruit local retail business and increase economic development in the city of Enid in order to protect the City's revenue stream and improve the quality of life for all residents.

Trustee Janzen stated that he would like to see the motion amended to change the contract to a one-year contract.

Following discussion and comments from Mr. Ricky Hayes from Retail Attractions, LLC, the vote was taken as follows:

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

NAY: None.

Motion was made by Trustee Stuber and seconded by Trustee Timm 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 Wilson that the meeting adjourn, and the vote was as follows:


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

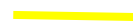
NAY: None.

The meeting adjourned at 7:28 P.M.



Proposal: Allow parking on the north side of Ponca Ave only and no parking on the south side from Johnson Street to Kesterfield Blvd.

 Parking allowed

 No Parking allowed

I _____ (homeowner) located at _____ (address)



For the proposal



Against the proposal



In favor of No Parking on both sides

EAGLE
CONSULTANTS, INC.
CIVIL AND ENVIRONMENTAL

April 2, 2014

Chris Bauer, AIA
Planning Administrator
City of Enid
401 W Owen K Garriott Road
Enid, OK 73703
580-616-7217
cbauer@enid.org

**Re: Sidewalk Variance Request
Proposed Travel Plaza Located at Highway 412 and South 42nd Street
Enid, Oklahoma**

Dear Mr. Chris Bauer:

This letter is to request the Enid Metropolitan Area Planning Commission grant a variance to the Ordinances of the City of Enid; Section 12-6-2; Ordinance 2011-16, 10-18-2011 regarding sidewalk construction at the proposed Enid Travel Plaza located at Highway 412 and 42nd Street. A completed Variance Request Application is included with this letter. Legal description of the site is shown in Attachment A. A copy of the zoning map of the area of the site is included as Attachment B. An aerial photograph of the general area (Attachment C) and a proposed Site Layout (Attachment D) are also attached for your reference.

A variance is being requested based on the following reasons:

1. All customers to the Travel Plaza will be driving to the facility. Typically, truckers will be entering the site on the south side, fueling, pull up, & walk to the store to make purchases. Truckers wanting a sit down meal will park on the west side and walk up to the store. Small vehicle traffic will park on the northwest side of the store or immediately north of the store and walk into the store to make purchases. As result, a sidewalk along 42nd Street is not needed and it will never be used by customers stopping at the Travel Plaza.
2. To the North of the site Highway 412 is a divided highway with two lanes on each side. There are no pedestrian crossings on Highway 412 at this location. There is no development on the North side of Highway 412. Therefore, no one will be crossing Highway 412 to get to the site. There are no stop lights OR stop signs at this location on Highway 412 and the speed limit is more than 40 MPH.
3. There are no housing developments anywhere near this site. Additionally there are no sidewalks anywhere near this location. If we build a sidewalk, it will definitely be a sidewalk to nowhere.
4. The site is located in an industrial area; therefore foot traffic is nonexistent.
5. Installing a sidewalk on this project as required will take away space that can be better utilized for landscaping. As with all projects, we are attempting to keep costs low as well as provide the greatest

2803 South Bryant Ave., Edmond, Oklahoma 73013
Bus: (405) 844 - 3900 Tel: (405) 844 - 3999 Fax: (405) 844 - 3600

use of space for the public.

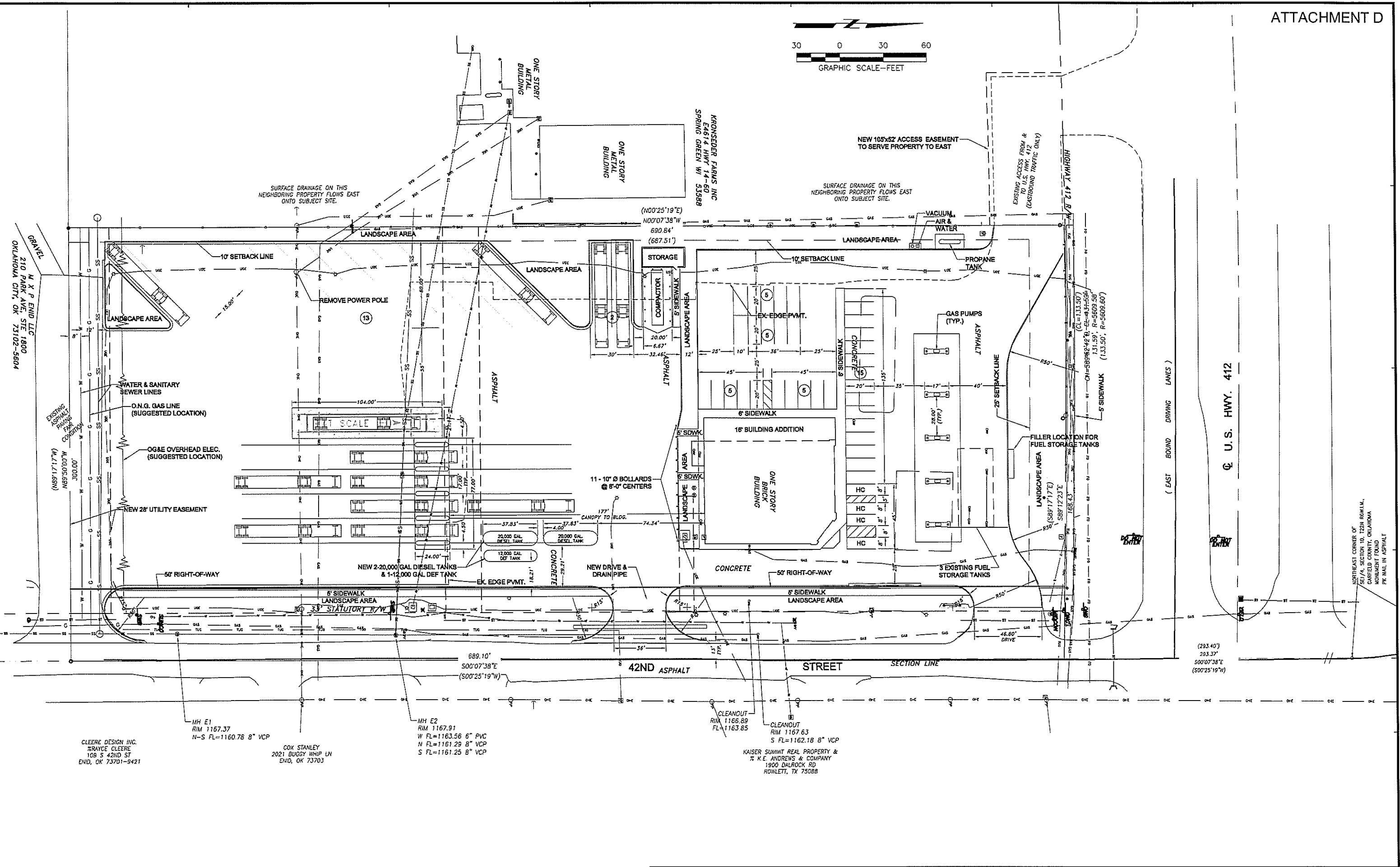
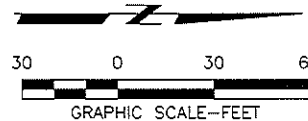
Thank you for your cooperation and assistance. If you have any questions regarding the above, please do not hesitate to contact our office at (405) 844 3900.

Very Truly Yours,



Satish Dasharathy, P.E.
Principal Engineer

- Enclosures:**
- 1. Completed Variance Request Application**
 - 2. Legal Description of Proposed Site - Attachment A**
 - 3. Zoning Map of Proposed Site - Attachment B**
 - 4. Aerial photograph of the surrounding area – Attachment C**
 - 5. Proposed Site Layout - Attachment - D**



O:\DRAWINGS\MISC PROJECTS\Enid Travel Plaza\Enid Design\ECI SITE-DESIGN R7r.dwg

CLEERE DESIGN INC.
RAYCE CLEERE
108 S 42ND ST
ENID, OK 73701-9421

COX STANLEY
2021 BUGGY WHIP LN
ENID, OK 73703

MH E2
RIM 1167.91
W FL=1163.56 6" PVC
N FL=1161.29 8" VCP
S FL=1161.25 8" VCP

KAISER SUMMIT REAL PROPERTY &
K.E. ANDREWS & COMPANY
1900 DALROCK RD
ROWLETT, TX 75088

NO.	DESCRIPTION	DATE

SITE LAYOUT

EAGLE CONSULTANTS, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS
CERTIFICATE OF AUTHORIZATION NO. CA2068

EAGLE OFFICE CENTER
2803 SOUTH BRYANT
EDMOND, OK 73013
PH. (405) 844-3900
FAX. (405) 844-3600

CANVASS OF BIDS
for
**Operation, Maintenance and Management
of the
Waste Water Treatment Plant**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
THE STOVER GROUP P.O. Box 2056 Stillwater, OK 74076	Total Bid	\$ 1,246,960.00

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

DEVIATIONS: **24 hour coverage of plant**

Veolia Water Oklahoma City, Oklahoma	Total Bid	\$ 975,233.00
---	------------------	----------------------

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

DEVIATIONS: **8 hours coverage of plant**

RECOMMENDATION:

Award contract to THE STOVER GROUP in the amount of \$1,246,960.00 per year for 5 years plus inflation cost which is explained in the contract.

ORDINANCE NO. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 5 ENTITLED "GENERAL OFFENSES," ARTICLE G, ENTITLED "WEAPONS, FIREWORKS AND RELATED OFFENSES," SECTIONS 5-5G-2 THROUGH 5-5G-6, 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 5, Article G, Section 5-5G-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

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

- A. Prohibited Acts: No person shall discharge any handgun, pistol, rifle, shotgun, firearm, air gun, BB gun, or throw any fireballs in the city.
- B. Exceptions: The provisions of subsection A of this section shall not apply to:
 - 1. City of Enid employees, agents for the city of Enid, and police and other law enforcement officers, while engaged in the lawful performance of their official duties; or
 - 2. Members of the armed forces of the United States or the National Guard engaged in their official functions; or
 - 3. The discharge of any shotgun, using pellets with ~~not~~ larger than number 2 diameter birdshot, air gun or BB gun upon any land zoned agriculture, except for any discharge of such weapons occurring within three hundred feet (300') of any adjoining or adjacent property; or
 - 4. Persons while they are exercising their rights of defense of self, others or property; or
 - 5. Any firearm range authorized by the city manager; or
 - 6. The discharge of any shotgun, firing a single rifled slug, or black powder rifle upon any land zoned agriculture, during the days of any official deer hunting

season as established by the state hunting regulations, as such regulations currently exist, or as may be hereinafter amended, except for any discharge of a shotgun or black powder rifle occurring within three hundred feet (300') of any adjoining or adjacent property.

- C. Seizure ~~Of~~ Weapons³: The ~~p~~P~~o~~lice ~~d~~D~~e~~partment shall seize the firearm, handgun, pistol, rifle, shotgun, BB gun or air gun used upon the arrest of, or issuance of a citation to, any person for violating subsection A of this section. Upon conviction of such a person of a violation of subsection A of this section, such firearm, BB gun or air gun shall be forfeited to the ~~e~~C~~i~~ty.
- D. Violation; ~~Classification Of Offense~~: The violation of this section shall be ~~a class A offense~~ punishable by a fine of not more than five hundred dollars (\$500.00) plus costs or by imprisonment for up to sixty (60) days, or by both such fine and imprisonment. (1994 Code § 18-132; amd. Ord. 2010-03, 3-2-2010)

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

5-5G-3: RECKLESS CONDUCT WITH FIREARM OR BOW AND/OR ARROW

- A. Prohibition: It shall be unlawful for any person to engage in reckless conduct while having in his or her possession any shotgun, rifle, or pistol, or bow, crossbow and/or arrow or bolt, such actions consisting of creating a situation of unreasonable risk and probability of death or great bodily harm to another, and demonstrating a conscious disregard for the safety of another person.
- B. Violation; ~~Classification Of Offense~~: The violation of this section shall be ~~a class A offense~~ punishable by a fine of not more than five hundred dollars (\$500.00) plus costs or by imprisonment for up to sixty (60) days, or by both such fine and imprisonment. (1994 Code § 18-133)

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

5-5G-4: UNLAWFUL CARRYING OF WEAPONS⁴:

- A. Definition: As used in subsection B of this section, the term "prohibited knife" shall mean any knife which is not being carried while engaged in the performance of a lawful occupation or business, and when such knife is:
 1. Over six inches (6") in length; or
 2. Has a blade over four inches (4") in length.

- B. Prohibition: It shall be unlawful for any person to carry upon or about his or her person, or in a purse or other container belonging to the person, any dagger, Bowie knife, dirk knife, switchblade knife, spring type knife, sword cane, knife having a blade which opens automatically by hand pressure applied to a button, spring, or other device in the handle of the knife, blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon, other than a firearm, whether such weapon be concealed or unconcealed.
- C. Exceptions: The provision of subsection B of this section shall not prohibit the proper use of knives for hunting, fishing or recreational purposes, nor shall subsection B of this section be construed to prohibit any use of weapons in a manner otherwise permitted by ~~e~~City ~~o~~Ordinance or ~~s~~State ~~s~~Statute.
- D. Seizure ~~O~~of Weapon: The ~~p~~Police ~~d~~Department shall seize the weapon upon the arrest of, or issuance of a citation to, any person for violating subsection B of this section. Upon conviction, the weapon shall be forfeited to the ~~e~~City.
- E. Violation; ~~Classification Of Offense~~: The violation of this article shall be punishable by a fine of up to two hundred dollars (\$200.00) plus costs for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense~~The violation of this section shall be a class A offense punishable by a fine of not more than seven hundred fifty dollars (\$750.00) plus costs or by imprisonment for up to sixty (60) days or by both such fine and imprisonment.~~ (Ord. 2003-14, 9-2-2003)

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

5-5G-5: SALE, POSSESSION, USE OR DISTRIBUTION OF FIREWORKS⁵:

- A. Definition: "Fireworks" is defined as any explosive device which contains fifty milligrams (50 mg) of class C powder. "Fireworks" includes, but is not limited to: firecrackers, Roman candles, skyrockets, stick rockets or rocket fired toys.
- B. Prohibition: It shall be unlawful for any person to sell, possess, use or distribute fireworks.
- C. Exceptions:
 - 1. It shall be an affirmative defense against prosecution under this section if the person charged had been issued a permit by the ~~e~~City, as authorized by ~~chapter 33 of the i~~International ~~f~~Fire ~~e~~Code ~~of 2003~~.
 - 2. The provision of subsection B of this section shall not prohibit persons from transporting fireworks in their unopened, original packaging in a motor vehicle.

- D. Seizure ~~Of~~ Fireworks: Any fireworks found in violation of this section shall be seized and, upon conviction, such fireworks shall be forfeited to the ~~e~~City and destroyed.
- E. Violation; ~~Classification Of Offense~~: The violation of this section shall be ~~a class B offense~~ punishable by a fine of not more than ~~seven~~five hundred ~~fifty~~dollars (~~\$500~~~~750.00~~) plus costs. (Ord. 2006-15, 9-5-2006)

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

5-5G-6: HANDGUN POSSESSION:

A. Weapon Notification⁶:

1. It shall be unlawful for any person to fail or refuse to identify the fact that the person is in actual possession of a concealed handgun pursuant to the authority of the Oklahoma ~~s~~Self-~~d~~Defense ~~a~~Act⁷ when the person first comes into contact with any law enforcement officer during the course of any arrest, detainment or routine traffic stop. Said identification to the law enforcement officer shall be made at the first opportunity.

a. For the purposes of this subsection, any person who is in possession of a handgun has an affirmative duty to inform the officer of the handgun whether the officer has made inquiry or not.

b. No person shall be required to identify himself or herself as a handgun licensee when no handgun is in the possession of the person or in any vehicle in which the person is driving or is a passenger.

2. ~~For the purposes of this subsection, any person who is in possession of a handgun has an affirmative duty to inform the officer of the handgun whether the officer has made inquiry or not.~~

3. A violation of this subsection shall be ~~a class A offense~~ punishable by a fine of not more than ~~one~~ hundred dollars (~~\$100.00~~) plus costs.

B. Possession ~~Of~~ License Required⁸:

1. A person shall be required to have possession of his or her valid handgun license and a valid Oklahoma driver license or an Oklahoma State photo identification at all times when in possession of an authorized handgun.~~No person shall be in possession of a handgun unless the person has in his or her possession a valid handgun license and a valid Oklahoma driver's license or an Oklahoma state photo identification.~~

- a. The person shall display the handgun license on demand of a law enforcement officer; provided, however, that in the absence of reasonable and articulable suspicion of other criminal activity, an individual carrying an unconcealed or concealed handgun shall not be disarmed or physically restrained UNLESS the individual FAILS to display a valid handgun license in response to that demand.
2. If the person, within ten (10) days of his or her arrest, shows proof to the court of a valid handgun license and an Oklahoma driver's license or photo identification card issued to such person, the court shall dismiss the charge upon payment of court costs.
3. A violation of this subsection B shall be ~~a class A offense~~punishable by a fine of not less than one hundred dollars (\$100.00) plus costs, nor more than two hundred fifty dollars (\$250.00) plus costs. (1994 Code §§ 18-136, 18-137)

C. Moving Traffic Violations and Weapons⁹:

1. Any person stopped pursuant to a moving traffic violation who is transporting a loaded pistol in the motor vehicle without a valid handgun license (authorized by the Oklahoma Self-Defense Act or valid license from another state) whether the loaded firearm is concealed or unconcealed in the vehicle SHALL be issued a traffic citation in the amount of seventy dollars (\$70.00) plus costs for transporting a firearm improperly.

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

Footnote 3: State law reference - forfeiting weapons, 11 OS § 28-121; 21 OS § 1289.24; 22 OS § 1327.

Footnote 4: State law reference - firearms in vehicles, 21 OS §§ 1272, 1289.6, 1289.7, 1289.13, and 1289.24.

Footnote 5: State law reference - 11 OS § 22-110.

Footnote 6: State law reference - 21 OS § 1290.8.

Footnote 7: 21 OS § 643.

Footnote 8: State law reference - 21 OS § 1290.8.

Footnote 9: State law reference – 21 O.S. § 1289.13A

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 5, Article G, Sections 5-5G-2 through 5-5G-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 6th day of April, 2014.

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. 2014-_____

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

- B. Charging Minor ~~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 two hundred dollars (\$200.00) plus costs for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense. (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, Section 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 6th day of April, 2014.

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. 2014-____

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 CERTAUB ANIMALS WITHIN THE CITY OF ENID CITY LIMITS, 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 ~~e~~City's ~~a~~Animal ~~e~~Control ~~s~~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 ~~a~~Animal ~~e~~Control ~~s~~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 ~~Enid 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 punishable by a fine of up to two hundred dollars (\$200.00) plus cost for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent 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 ~~cityCity~~, except in those areas zoned for agricultural purposes or for the hauling or transportation of swine into or through the ~~cityCity~~ for the purpose of shipment, processing or sale so long as said swine are not permitted to remain in the ~~cityCity~~ 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 ~~cityCity~~ 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. ~~The violation of this section shall be punishable by a fine of up to two hundred dollars (\$200.00) plus cost for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense. 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~~moisture proof 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 ~~A~~and ~~S~~afe 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~~City and state laws.
- E. Failure To Provide: No person shall fail to provide the shelter required in this section. The violation of this section shall be punishable by a fine of up to two hundred dollars (\$200.00) plus cost for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus

costs for a third and subsequent offense. 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~~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 five hundred (\$500.00) plus costs for a first offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for each a second and subsequent 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~~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 cityCity of Enid authorized form and provide documentation acceptable to the eCity eClerk 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 cityCity eOfficials and Livestock bBoard mMembers 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 Oof Registration: Should applicant's registration be approved, the cityCity 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 cityCity, 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~~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~~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 two hundred dollars (\$200.00) plus cost for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense. 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~~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 6th day of May, 2014.

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. 2014-____

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 THROUGH 5-7A-4, AND 5-7A-7 TO GOVERN ANIMALS RUNNING AT LARGE AND ANIMAL ATTACKS WITHIN THE CITY OF ENID CITY LIMITS AND 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~~y Police Department: The ~~p~~Police ~~e~~Ddepartment 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~~y Animal: The ~~p~~Police ~~d~~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 ~~city~~City so long as the dogs, cats, ferrets or potbellied pigs do not remain in the ~~city~~City 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 ~~f~~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 ~~O~~r Leash: Every person who owns, has charge, care, custody, possession or control of any dog, cat, ferret or potbellied pig within the ~~city~~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 ~~F~~To Confine: No person who owns, has charge, care, custody, possession or control of any dog, cat, ferret or potbellied pig within the cityCity 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 cityCity.
 - 3. To no leash dog areas.
- D. ~~Violations; Classification Of OffensePenalty: The violation of this section shall be punishable by a fine of up to two hundred dollars (\$200.00) plus cost for a first offense, a fine of up to four hundred dollars (\$400.00) plus costs for a second offense and a fine of up to seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense. 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~~o 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~~or 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 ~~By~~ Owner; Destruction ~~Of~~ 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 ~~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 ~~Of~~ Custody ~~Of~~ 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 ~~of~~ Escape ~~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 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 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 Or 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 anti-rabies 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 ~~e~~Communicable ~~d~~Disease ~~d~~Division (CDD) of the Oklahoma ~~d~~Department of ~~h~~Health will be contacted to determine whether the animal should be quarantined or euthanized.

C. Failure ~~T~~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 ~~O~~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 ~~O~~of Police ~~T~~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 ~~O~~or Castrating; Refund ~~O~~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 [cityCity](#), 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 [cityCity](#) 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 [cityCity](#) 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 [parkPark](#) 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~~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 6th day of May, 2014.

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. 2014-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 2, ENTITLED “FINANCE AND TAXATION,” CHAPTER 6, ENTITLED “FEE SCHEDULE,” ARTICLE D, ENTITLED “PUBLIC SAFETY AND EMERGENCY SERVICES,” SECTION 2-6D-2, ENTITLED “ANIMAL IMPOUNDMENT,” TO INCREASE AND AMEND FEES ASSOCIATED WITH IMPOUNDING ANIMALS ; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 2, Chapter 6, Article D, Section 2-6D-2, of the Enid Municipal Code, 2003, beis amended to read as follows:

2-6D-2: ANIMAL IMPOUNDMENT:

- A. Livestock Impoundment Fees: The fees provided in section 5-7-3 of this code shall be as follows:

Domesticated fowl, other small animals and reptiles	\$5.00 for each animal, plus \$5.00 each day the animal is impounded
Goat, sheep or pig	\$25.00 for each animal, plus \$10.00 each day the animal is impounded
Horse, cow or mule	\$25.00 for each animal, plus \$15.00 each day the animal is impounded

- B. Dog, Cat, Ferret Or Potbellied Pig Fees: The fees required by title 5, chapter 7, article A of this code shall be as follows:

Redeemed by owner or keeper	\$15.00 impoundment fee, plus \$5.00 boarding fee for each day of impoundment
Impoundment for rabies observation and boarding fee for required period	\$400.00
Cost of rabies vaccine for any owner not showing proof of current rabies vaccine	\$13.00 <u>Actual Cost of the rabies vaccine</u>
License fee for any sterilized dog, cat, ferret or potbellied pig	\$2.00 per calendar year (to be put in dog/cat suspense account)

Adoption of sterilized potbellied pig on special adoption day	\$25.00 (which includes license fee)
License fee for any dog, cat, ferret or potbellied pig not sterilized	\$5.00 per calendar year (to be put in dog/cat suspense account)
Adoption of any <u>un</u> sterilized dog, cat, or ferret	Amount of rabies vaccine and spaying and/or neutering
Adoption of any <u>un</u> sterilized potbellied pig	Amount of spaying and/or neutering of pig
License fee for dangerous dog (in addition to regular license fee)	\$10.00 per calendar year (to be put in dog/cat suspense account)
License fee for potentially dangerous dog (in addition to regular license fee)	\$10.00 per calendar year (to be put in dog/cat suspense account)
Inspection fee for premises for dangerous or potentially dangerous dog	\$50.00 per inspection
Adoption of any sterilized dog, cat or ferret on special adoption day	\$25.00 (which includes <u>Actual Cost of rabies vaccine and license fee)</u>
Adoption of any previously sterilized dog, cat, ferret or potbellied pig	\$20.00 (which includes <u>Actual Cost of license fee and rabies vaccine)</u>
Rabies postmortem examination	\$50.00
Dead dog, cat or other small animal pick up	\$10.00 per trip <u>animal</u>
Euthanasia of animal from nonresident not suspected of rabies	\$10.00 <u>\$50.00 an-per</u> animal

(Ord. 2008-11, 4-1-2008)

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 2, Chapter 6, Article D, Sections 2-6D-2 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-_____

AN ORDINANCE CREATING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 7, ENTITLED "ANIMAL CONTROL," SECTION 5-7-12, ENTITLED "ANIMAL RESCUE," TO INCREASE ACCOUNTABILITY AND REGULATE THE PRACTICE OF RESCUING ANIMALS; 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 5-7-12, of the Enid Municipal Code, 2003, is hereby created to read as follows:

5-7-12: ANIMAL RESCUE.

A. Any person engaged in the rescue of animals, shall first obtain a rescue permit from the Enid Police Department.

1. For an animal rescuer that is not a valid nonprofit corporation, the animal rescuer may keep two (2) animals with a rescue permit as long as all other City of Enid ordinance requirements are met.

2. Administration of the Animal Rescue permits shall be the responsibility of the Chief of Police (or his designee) who shall have the authority to issue and revoke animal rescue permits.

3. A violation of this provision shall have a maximum penalty of \$200.00 plus costs for each day a person is not in compliance with the permit requirement.

B. Any animal rescuer that comes in to possession of an animal must report the animal to the Enid Animal Control Authorities within 24 hours of coming into possession of said animal.

1. The animal rescuer must provide the following information to the Enid Animal Control Authority:

a. A detailed physical description of the animal.

b. Any apparent or suspected injuries of the animal.

c. A detailed description of where and how the animal was found/located.

d. A name, address and phone number of where the animal can be located.

2. A violation of this provision shall have a maximum penalty of \$200.00 plus costs for each violation.

C. Accurate and complete records of all animals shall be maintained by the animal rescuer on forms which will be made available to Enid Police Department or its designee for inspection upon request.

1. The following information must be contained within the records:

a. A detailed physical description of the animal.

b. Any apparent or suspected injuries of the animal.

c. A detailed description of where and how the animal was found/located.

d. A name, address and phone number of where the animal can be located.

e. A detailed accounting of how and when the animal's owners were attempted to be located.

f. A detailed accounting of any medical treatment, inoculations or procedures done to the animal while in the Animal Rescuer's care.

g. A detailed accounting of where the dog was placed or sent.

2. A violation of this provision shall have a maximum penalty of \$200.00 plus costs for each violation.

D. Any animal rescuer that comes in to possession of an animal must hold the animal for a period of no less than five (5) days from the date of rescue before the animal may be transferred to any third party. If the animal rescuer cannot adequately care for the animal for that period of time, or if the animal rescuer has reached the maximum limit of animals that can be kept under their permit the animal rescuer MUST surrender the animal to Enid Animal Control.

1. A violation of this provision shall be punishable under Enid City Ordinance 5-5C-5 "Larceny".

E. An animal rescuer may recoup, from the adopting party, the cost of any inoculations, the cost incurred by having the animal altered prior to adoption, and any costs related to the treatment of illness or injury.

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 7, Section 5-7-12 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC," CHAPTER 1, CURRENTLY ENTITLED "GENERAL TRAFFIC PROVISIONS," SECTIONS 6-1-4 THROUGH 6-1-14, TO OUTLINE TRAFFIC LAWS AND PUNISHMENT FOR VIOLATIONS WITHIN THE CITY OF ENID CITY LIMITS RESPONSIBLY AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER TRAFFIC VIOLATIONS 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 6, Chapter 1, Section 6-1-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-4: SECURITY VERIFICATION FORM³:

- A. Definition: As used in this section, the term "security verification form" shall mean a form, approved by the state board for property and casualty rates, verifying the existence of security required by the compulsory insurance law of the state.
- B. Production of Security Verification Form:
 - 1. Any owner or operator of a motor vehicle, while operating or using such vehicle or allowing such vehicle to be operated or used, who shall fail to produce for inspection a valid and current security verification form or equivalent form, issued by the state department of public safety in which the vehicle is registered, reflecting liability coverage, upon request of any police officer or upon the request of any person involved in any collision with said owner or operator, shall be guilty of an offense, and shall be subject to suspension of license and registration. If the state of registration does not require security verification, the owner or operator shall produce for inspection a valid and current security verification form or equivalent form, reflecting coverage that meets or exceeds the coverage required under Oklahoma law.
 - 2. Any owner or operator producing proof in court that a current security verification form or equivalent form which has been issued by the state department of public

safety in which the vehicle is registered, reflecting liability coverage for such owner or operator was in force at the time of the alleged offense shall be entitled to dismissal of such charge.

3. Upon conviction, bond forfeiture or deferral of sentence, the court clerk shall forward an abstract to the state department of public safety within five (5) days reflecting the action taken by the court.

C. Exemptions: The following shall not be required to carry an owner's or operator's security verification form or an equivalent form from the state department of public safety during operation of the vehicle:

1. Any vehicle which is not being used upon the public streets or ~~highways~~,highways provided an authorized affidavit is first filed with the motor license agent.
2. Any person, firm, or corporation engaged in the business of operating a taxicab or taxicabs shall be exempt as long as the taxicab business is properly registered in the ~~city~~City and has provided proof of financial responsibility during the registration process.

D. Seizure ~~A~~and Towing ~~O~~f Vehicles:

1. Upon issuing a citation under this section, the law enforcement officer issuing the citation may seize the vehicle and cause it to be towed and stored if the officer has probable cause to believe that the vehicle is not insured as required.
2. If the operator produces what appears to be a valid security verification form and the officer is unable to confirm compliance or noncompliance, the officer shall be prohibited from seizing the vehicle.
3. No vehicle shall be seized and towed under this provision if the vehicle is displaying a temporary license plate that has not expired. (Ord. 2013-6, 2-5-2013)

E. Penalty: A violation of this section shall be punishable by a fine not to exceed two hundred fifty dollars (\$250.00) plus costs, or imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Section II: That Title 6, Chapter 1, Section 6-1-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-5: DRIVING WITHOUT VALID LICENSE; UNAUTHORIZED DRIVERS; FAILURE TO PRODUCE LICENSE; FAILURE TO UPDATE LICENSE⁴:

A. Prohibitions: No person shall:

1. Drive a vehicle within the ~~city~~City without having a valid driver's license, or license endorsement, for the class of vehicle being operated, as required by the laws of the state. The violation of this subsection shall be punishable by a maximum fine of five hundred dollars (\$500.00) plus costs, unless the person has previously been convicted of a violation of this section; then the violation of this section shall be punishable by a maximum fine of seven hundred fifty dollars (\$750.00) plus costs.
2. Knowingly authorize or permit a motor vehicle owned by him, or under his control, to be driven within the ~~city~~City by a person who is not properly licensed or permitted to drive the vehicle, as required by the laws of the state. The violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs; shall be punishable by a fine of up to \$150.00 plus costs for a first time offense, \$300.00 plus costs for a second offense and \$500.00 plus costs for a third and subsequent offense.
3. Drive a vehicle while his driver's license has been suspended or revoked. The violation of this subsection shall be punishable by a maximum fine of five hundred dollars (\$500.00) plus costs, unless the person has previously been convicted of a violation of this section, then the violation of this section shall be punishable by a maximum fine of seven hundred fifty dollars (\$750.00) plus costs.
4. Drive a vehicle in any manner in violation of restrictions imposed in a restricted license or permit issued.

~~B. Violation Of Subsection A Of This Section; Classification Of Offense: The violation of subsection A of this section shall be punishable by a maximum fine of one hundred dollars (\$100.00), unless the person has previously been convicted of a violation of subsection A of this section within the last three (3) years, then violation of subsection A of this section shall be punishable by a fine of up to two hundred dollars (\$200.00); or unless the person has previously been convicted of a violation of subsection A of this section twice or more within three (3) years, then violation of subsection A of this section shall be punishable by a fine of up to five hundred dollars (\$500.00).~~

~~CB.~~ License ~~T~~to ~~B~~be Carried ~~A~~and Displayed Upon Demand ~~O~~of ~~A~~a Peace Officer: Every licensed driver shall have his or her license in his or her immediate possession and shall display his or her license upon the demand of a peace officer. The violation of this subsection shall be punishable by a maximum fine of one hundred dollars (\$100.00). However, any person cited for this offense who can produce a valid license on or before the court date, is entitled to the dismissal of the case without payment of court costs.

~~DC.~~ Change ~~O~~of Address ~~O~~or Name: Whenever any licensed driver changes his or her mailing address, residential address, or name, he or she is required to update this information with the Oklahoma department of public safety within ten (10) days of the change. Any licensed driver who fails to update this information is guilty of an offense

under this subsection. The violation of this subsection is punishable by a fine of fifty dollars (\$50.00). Any licensed driver who provides sufficient proof to the court clerk before his or her court date is entitled to have the case dismissed upon the payment of court costs. (Ord. 2012-19, 9-6-2012)

Section III: That Title 6, Chapter 1, Section 6-1-6 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-6: ACCIDENTS:

- A. Scope⁵: The provisions of this section shall apply upon highways and elsewhere throughout the ~~city~~City.
- B. Accidents Involving Damage ~~To~~ Vehicle⁶:
 - 1. The driver of any vehicle involved in an accident resulting only in damage to a vehicle which is driven or attended by any person shall immediately stop such vehicle at the scene of such accident or as close thereto as possible, and shall forthwith return to and in every event shall remain at the scene of such accident until he has fulfilled the requirements of subsection C of this section. Every such stop shall be made without obstructing traffic more than is necessary.
 - 2. Any person failing to stop or comply with said requirements under such circumstances shall ~~be guilty of a class C offense~~be punishable by a fine not to exceed five hundred dollars (\$500.00) plus costs.
- C. Duty ~~To~~ Give Information ~~And~~ Render Aid⁷:
 - 1. The driver of any vehicle involved in an accident resulting in injury to or death of any person or damage to any vehicle which is driven or attended by any person shall give his correct name, address and registration number of the vehicle he is driving, and shall, upon request and if available, exhibit his operator's or chauffeur's license to the person struck or the driver or occupant of or person attending any vehicle collided with, and shall render to any person injured in such accident reasonable assistance, including the carrying, or the making of arrangements for the carrying, of such person to a physician, surgeon or hospital for medical or surgical treatment if it is apparent that such treatment is necessary or if such carrying is requested by the injured person.
 - 2. A violation of this subsection shall ~~be a class C offense~~have a maximum penalty of five hundred dollars (\$500.00) plus costs.
- D. Duty ~~Upon~~ Striking Unattended Vehicle⁸:
 - 1. The driver of any vehicle which collides with any vehicle which is unattended shall immediately stop and shall then and there either locate and notify the

operator or owner of such vehicle of the correct name and address of the driver and owner of the vehicle striking the unattended vehicle or shall leave in a conspicuous place in the vehicle struck a written notice giving the name and address of the driver and of the owner of the vehicle doing the striking and a statement of the circumstances thereof.

2. A violation of this subsection shall ~~be a class C offense~~ have a maximum penalty of five hundred dollars (\$500.00) plus costs.
- E. Duty Upon Striking Fixtures ~~U~~pon Highway⁹: The driver of any vehicle involved in an accident resulting only in damage to fixtures or other property legally upon or adjacent to a highway shall take reasonable steps to locate and notify the owner or person in charge of such property of such fact and of his name and address and of the registration number of the vehicle he is driving and shall, upon request and if available, exhibit his operator's or chauffeur's license and shall make report of such accident when and as required in subsection F of this section. A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.
- F. Immediate Notice ~~O~~f Accidents¹⁰: The driver of a vehicle involved in an accident resulting in injury to, or death of, any person shall immediately, by the quickest means of communication, give notice of such accident to the police department after complying with the requirements of subsection C of this section. A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.
- G. Inability ~~O~~f Driver ~~T~~o Report¹¹:
1. An accident report is not required under this section from any person who is physically incapable of making report during the period of such incapacity.
 2. Whenever the driver of a vehicle is physically incapable of giving an immediate notice of an accident as required in subsection F of this section, and there was another occupant in the vehicle at the time of the accident capable of doing so, such occupant shall make, or cause to be given, the notice not given by the driver. A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.
- H. False Reports¹²: Any person who gives information in reports as required in subsection G of this section, knowing or having reason to believe that such information is false shall ~~be guilty of a class C offense~~ have a penalty not exceeding five hundred dollars (\$500.00) plus costs. (Ord. 2006-24, 10-17-2006, eff. 12-1-2006)

Section IV: That Title 6, Chapter 1, Section 6-1-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-7: MANDATORY SEAT BELT USE:

A. Definition: As used in this section, the term "passenger car" shall mean "vehicle", as defined in 47 Oklahoma Statutes section 1102, except that "passenger car" shall not include trucks, truck tractors, recreational vehicles, motorcycles, motorized bicycles or vehicles used primarily for farm use and licensed pursuant to the provisions of 47 Oklahoma Statutes section 1134. For purposes of this definition, "trucks" shall not include pickup trucks.

B. Operators ~~A~~and Front Seat Passengers; Exceptions¹³:

1. Every operator and front seat passenger of a passenger car operated in this state shall wear a properly adjusted and fastened safety seat belt system, required to be installed in the motor vehicle when manufactured pursuant to 49 CFR, section 571.208.
2. This subsection shall not apply to a person who has been exempted from wearing a seat belt from the commissioner of public safety. Proof of such exemption shall be in the form of a restriction appearing on the driver's license of such person.
3. This subsection shall not apply to an operator of a motor vehicle while performing official duties as a route carrier of the U.S. postal service.
4. This subsection shall not apply to any passenger vehicle which was manufactured or assembled before the 1966 models, unless such vehicle is now equipped with a properly adjusted and fastened safety seat belt system.
5. Any person convicted of violating this subsection shall be punished by fine and court costs which shall not exceed twenty dollars (\$20.00).

C. Mandatory Use ~~O~~of Child Passenger System; Exceptions; Penalty¹⁴:

1. ~~E~~Every driver, when transporting a child under six (6) years of age in a motor vehicle operated on the roadways, streets, or highways of this state, shall provide for the protection of said child by properly using a child passenger restraint system. For purposes of this subsection, "child passenger restraint system" means an infant or child passenger restraint system that meets the federal standards as set by 49 CFR section 571.213.
2. Children at least six (6) years of age, but younger than thirteen (13) years of age shall be protected by use of a child passenger restraint system or a seat belt.
3. The provisions of this subsection shall not apply to:
 - a. The driver of a school bus, taxicab, moped, motorcycle, or other motor vehicle not required to be equipped with safety belts pursuant to state or federal laws; and

- b. The driver of an ambulance or emergency vehicle; and
 - c. The driver of a vehicle in which all of the seat belts are in use;
 - d. The transportation of children who for medical reasons are unable to be placed in such devices; or
 - e. The transportation of a child who weighs more than forty (40) pounds and who is being transported in the back seat of a vehicle while wearing only a lap safety belt when the back seat of the vehicle is not equipped with combination lap and shoulder safety belts, or when the combination lap and shoulder safety belts in the back seat are being used by other children who weigh more than forty (40) pounds. Provided, however, for the purposes of this subsection C3e, back seat shall include all seats located behind the front seat of a vehicle operated by a licensed childcare facility or church. Provided further, there shall be a rebuttable presumption that a child has met the weight requirements of this subsection C3e if at the request of any law enforcement officer, the licensed childcare facility or church provides the officer with a written statement verified by the parent or legal guardian that the child weighs more than forty (40) pounds.
4. A law enforcement officer is hereby authorized to stop a vehicle if it appears that the driver of the vehicle has violated the provisions of this subsection and to give an oral warning to said driver. The warning shall advise the driver of the possible danger to children resulting from the failure to install or use a child passenger restraint system or seat belts in the motor vehicle.
5. A violation of the provisions of this subsection shall not be admissible as evidence in any civil action or proceeding for damages unless the plaintiff in such action or proceeding is a child under sixteen (16) years of age. In any action brought by or on behalf of an infant for personal injuries or wrongful death sustained in a motor vehicle collision, the failure of any person to have the infant properly restrained in accordance with the provisions of this subsection shall not be used in aggravation or mitigation of damages.
6. Any person convicted of violating subsection C1 or C2 of this section shall be punished by a fine of fifty dollars (\$50.00) plus costs. ~~and shall pay all court costs thereof.~~ Revenue from such fine shall be apportioned to the department of public safety revolving fund and used by the Oklahoma highway safety office to promote the use of child passenger restraint systems as provided by title 47 Oklahoma Statutes section 11-1113. This fine shall be suspended and the court costs limited to a maximum of fifteen dollars (\$15.00) in the case of the first offense upon proof of purchase or acquisition by loan of a child passenger restraint system. (Ord. 2010-02, 1-21-2010)

Section V: That Title 6, Chapter 1, Section 6-1-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-8: OFFENSES BY PERSONS OWNING OR CONTROLLING VEHICLES¹⁵:

It is unlawful for the owner, or any other person employing or otherwise directing the driver of any vehicle, to require or knowingly to permit the operation of such vehicle upon a highway in any manner contrary to law. A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs. (1994 Code § 20-6)

Section VI: That Title 6, Chapter 1, Section 6-1-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-9: NOISES PROHIBITED:

It shall be unlawful for any person in lawful control of a motor vehicle to cause, suffer or allow any unreasonably loud and excessive noise in such motor vehicle, to include noise from a radio, car stereo or electronic audio equipment or similar equipment. A violation will occur if the noise is clearly audible from a location not less than fifty feet (50') from its source. Violations of this section may be filed only by police officers and ~~e~~Code ~~e~~Enforcement ~~p~~Personnel and the penalty is up to \$150.00 plus costs for a first time offense, \$300.00 plus costs for a second offense and \$500.00 plus costs for a third and subsequent offense. is not to exceed seven hundred fifty dollars (\$750.00) plus costs. (1994 Code § 20-22)

Section VII: That Title 6, Chapter 1, Section 6-1-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-1-10: TRAFFIC HAZARDS; VISUAL OBSTRUCTIONS:

- A. Definition: As used herein, a "traffic hazard" shall mean any tree, plant, shrub, fence or other structure that is so situated as to obstruct the view of any driver of a vehicle on the streets.
- B. Removal ~~B~~y Property Owner: The owner of any lot or parcel of land upon which there is a traffic hazard shall remove it upon notice as provided in subsection C of this section.
- C. Notice ~~F~~to Remove Traffic Hazard: The ~~e~~City ~~e~~Clerk shall notify the owner of any property upon which a traffic hazard exists to remove it within ten (10) days of the date of service of the notice. The notice shall be in writing, shall describe the hazard to be removed, and shall be served in one of the following ways:
 - 1. By personal service upon the owner.
 - 2. By leaving a copy of the notice with a person over the age of sixteen (16) years, and who is residing upon the premises involved.

3. By serving a copy on the person in possession of the premises involved.
 4. By mailing by registered or certified mail to the owner.
- D. Appeals: The property owner may appeal from the notice to remove a traffic hazard by filing a written notice of appeal with the ~~eCity~~ City Clerk within ten (10) days after service of the notice upon him. The appeal shall be heard by the ~~mayor and board of commissioners~~ Mayor and Board of Commissioners at the next regular meeting or at a specifically designated time.
- E. Failure ~~To~~ Remove: The failure of any property owner to remove the traffic hazard within the time specified in the notice or if appeal is taken, within ten (10) days after any order of the ~~mayor and board of commissioners~~ Mayor and Board of Commissioners shall constitute an offense.
- F. ~~The penalty for a violation of this subsection is up to \$100.00 plus costs for a first time offense, \$200.00 plus costs for a second offense and \$300.00 plus costs for a third and subsequent offense.. The maximum fine for violation of this section is seven hundred fifty dollars (\$750.00) plus costs.~~ (1994 Code §§ 20-431, 20-432, 20-433, 20-434, 20-435)

Section VIII: That Title 6, Chapter 1, Section 6-1-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-1-11: SCHOOL ZONES¹⁶:

- A. All streets adjacent to elementary and junior high schools, whether public or private, within the ~~city~~ City, and such additional streets near schools as are posted with school zone signs, are designated as school zones. School zones shall be in effect during the posted hours, Monday through Friday during the regular school year, unless otherwise posted. Posting of school zones shall be as approved by the ~~mayor and board of commissioners~~ Mayor and Board of Commissioners. Considerations for school zones may be recommended to the ~~mayor and board of commissioners~~ Mayor and Board of Commissioners after a traffic study by the metropolitan area planning commission.
- B. Any person who operates a vehicle in violation of this section may be charged with the offense of "speeding in a school zone".
1. The violation of this section is punishable by a fine not to exceed of one hundred fifty dollars (~~\$400~~ \$150.00) plus costs if the violator is traveling ten (10) miles per hour or less above the posted limit.
 2. If the violator is traveling more than ten (10) miles per hour above the posted limit, the fine shall not exceed two hundred dollars (\$200.00) plus costs. (Ord. 2013-7, 2-5-2013)

Section IX: That Title 6, Chapter 1, Section 6-1-12 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-1-12: MAINTENANCE, CONSTRUCTION AND SAFETY ZONES:

A. Driving Through Safety Zone¹⁷:

1. No vehicle shall at any time be driven through or within a safety zone.
2. A violation of this subsection ~~is a class C offense is punishable by a fine not to exceed five hundred dollars (\$500.00) plus costs~~ that does not result in an accident is punishable by a fine of up to \$200.00 plus costs.
3. A violation of this subsection that does result in an accident is punishable by a fine of up to \$300.00 plus costs.

B. Maintenance ~~A~~ and Construction Zones; Closure ~~O~~ of Highway¹⁸:

1. The ~~e~~City ~~m~~Manager or his designee is hereby authorized to close any highway or section thereof to traffic while such highway is under repair, maintenance or construction and, in exercising such authority, shall erect or cause to be erected control devices and barricades to warn and notify the public that said highway has been closed to traffic.
2. When any highway has been closed to traffic under the provisions of subsection B1 of this section and traffic control devices or barricades have been erected, it shall be unlawful for any person to drive any vehicle through, under, over, or around such traffic control devices or barricades, or otherwise to enter said closed area; except, that the provisions of this subsection shall not apply to persons while engaged in the construction, maintenance and repair of said highway or to persons entering therein for the protection of lives or property; provided, that persons having their places of residence or places of business within such closed area may travel, when possible to do so, through such areas at their own risk.
3. No person shall remove, change, modify, deface or alter any traffic control device or barricade, which has been erected on any highway under the provisions of this subsection.
4. Nothing in this subsection shall relieve the ~~e~~ityCity or its contractors, agents, servants or employees from liability for failure to perform any of the duties imposed herein.
5. A violation of this subsection that does not result in an accident is punishable by a fine of up to \$200.00 plus costs. ~~A violation of this subsection shall be a class C offense be punished by a fine not to exceed seven hundred fifty dollars (\$750.00)~~

~~plus costs or imprisonment in the county jail not to exceed thirty (30) days, or both such fine and imprisonment.~~

6. A violation of this subsection that does result in an accident is punishable by a fine of up to \$300.00 plus costs.

C. Violation ~~O~~of Laws ~~I~~n Construction ~~A~~and Maintenance Zones:

1. Whenever construction, repair, or maintenance of any highway is being performed, wherein traffic control devices are used to warn and guide the public, every person using such highway shall obey all signs, signals, railings, flagmen, or other traffic control devices which are placed to regulate, control and guide traffic through the construction or maintenance area.
2. Any violations that occur in a construction or maintenance zone shall result in the doubling of the appropriate fine unless the charge is already ~~a class A or a class B~~the maximum fine available under State law for the offense.
3. For purposes of this subsection, a "construction and maintenance zone" means any location where repair, maintenance, or construction work is actually in progress and workers are present. (Ord. 2006-24, 10-17-2006, eff. 12-1-2006)

Section X: That Title 6, Chapter 1, Section 6-1-13 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-1-13: LICENSE TAG REQUIRED ON VEHICLE:

- A. No person shall drive or move on any road, street or highway of the ~~city~~City any motor vehicle, including motorcycles, trailers, semitrailers or pole trailers, unless the vehicle bears a valid current license plate (tag) adequately affixed, displayed and visible as required by the laws of the state of issue; however, nothing herein shall prohibit the moving of any disabled vehicle by a properly licensed vehicle.
- B. Any vehicle driven on any road, street or highway of the ~~city~~City that is not bearing or displaying a proper license plate required by Oklahoma law, after ninety (90) days from the expiration date of the annual registration of a vehicle, may be seized and taken into custody by a duly authorized peace officer. The vehicle shall not be released to the owner until it is duly registered and the license, registration, and/or title fee and penalties due are paid in full, and the owner can provide proof that the vehicle is insured or an affidavit that the vehicle will not be operated on public highways or public streets. The owner must also pay the costs of the seizure, including the reasonable cost of taking the vehicle into custody and storing the vehicle, before the vehicle will be released.
- C. In the event the owner of any vehicle seized fails to pay such fees and penalties due, together with the cost of seizure and storage, and fails to provide proof of security or an affidavit that the vehicle will not be operated on public highways or public streets, the

state of Oklahoma, or an agent thereof, may commence proceedings to sell the vehicle. (Ord. 2012-19, 9-6-2012)

D. Violation (less than 90 days): a violation of this section shall have a maximum penalty of ~~five~~one hundred dollars (\$1500.00) plus costs.

E. Violation (excess of 90 days): a violation of this section shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.

Section XI: That Title 6, Chapter 1, Section 6-1-14 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-1-14: TRUCK ROUTES:

- A. No person shall drive a truck on any street, road or highway that is not designated as part of a truck route.
- B. Exceptions to prohibition:
 - 1. When the destination of the truck requires traveling on streets not part of the truck route for a delivery to or from a customer or to provide a service at a residence or business. In such an event the route must be limited to the minimum necessary to accomplish the delivery or service call;
 - 2. Buses;
 - 3. Transit vehicles;
 - 4. ~~Firetrucks~~Fire trucks, military or other emergency vehicles;
 - 5. Road construction and maintenance equipment, while vehicle is being used for this purpose;
 - 6. Utility service vehicles;
 - 7. Farm tractors, implements, combines, flatbeds, farm trucks no greater than thirty feet (30') in length; and
 - 8. Sport utility vehicles or light or full size pickups.
- C. Truck routes are designated as the Oklahoma state highways; Southgate, east from U.S. Highway 81; Breckinridge Road, from 78th Street to 16th Street; Purdue, from U.S. Highway 81 to State Route 64; 30th Street, from U.S. Highway 412 to Southgate; and Willow Road, from U.S. Highway 81 to State Route 64 bypass.

- D. A violation of this section that DOES NOT result in damage to either person or property shall have a maximum fine of ~~seventwo hundred fifty~~ dollars (\$~~200750.00~~) plus costs for a first offense, a maximum fine of four hundred dollars (\$400.00) plus costs for a second offense and a maximum fine of six hundred dollars (\$600.00) plus costs for a third and subsequent offense.~~be a class D 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 C offense.~~ (Ord. 2007-36, 12-18-2007)
- E. A violation of this section that DOES result in damage to either person or property shall have a maximum fine of three hundred dollars (\$300.00) plus costs for a first offense, a maximum fine of five hundred dollars (\$500.00) plus costs for a second offense and a maximum fine of seven hundred fifty dollars (\$750.00) plus costs for a third and subsequent offense

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

Footnote 3: State law references - authority to require security verification form, 11 OS § 22-117.1; security verification, 47 OS § 7-601 et seq.

Footnote 4: State law reference - licensing of drivers, 47 OS § 6-101 et seq.

Footnote 5: State law reference - similar provisions, 47 OS § 10-101.

Footnote 6: State law reference - similar provisions, 47 OS § 10-103.

Footnote 7: State law reference - similar provisions, 47 OS § 10-104.

Footnote 8: State law reference - similar provisions, 47 OS § 10-105.

Footnote 9: State law reference - similar provisions, 47 OS § 10-106.

Footnote 10: State law reference - similar provisions, 47 OS § 10-107.

Footnote 11: State law reference - similar provisions, 47 OS § 10-111.

Footnote 12: State law reference - similar provisions, 47 OS § 10-112.

Footnote 13: State law reference - 47 OS § 12-417.

Footnote 14: State law reference - 47 OS § 11-1112.

Footnote 15: State law reference - similar provisions, 47 OS § 16-102.

Footnote 16: State law reference - marking of school zone speed limits, 11 OS § 22-117B.

Footnote 17: State law reference - similar provisions, 47 OS § 11-1301.

Footnote 18: State law reference - similar provisions, 47 OS § 11-1302.isions, 37 OS § 8.

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

Section XIII: 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 XIV: 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 XV: Codification. This ordinance shall be codified as Title 6, Chapter 1, Sections 6-1-4 through 6-1-14 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC," CHAPTER 4, ENTITLED "OVERTAKING AND PASSING REGULATIONS," SECTIONS 6-4-1 THROUGH 6-4-12, TO REGULATE DRIVING AND ROADWAYS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER TRAFFIC VIOLATIONS 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 6, Chapter 4, Section 6-4-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-1: DRIVING ON RIGHT SIDE OF ROADWAY¹:

- A. Exceptions: Upon all roadways of sufficient width, a vehicle shall be driven upon the right half of the roadway, except as follows:
1. When overtaking and passing another vehicle proceeding in the same direction under the rules governing such movement.
 2. When an obstruction exists making it necessary to drive to the left of the center of the highway; ~~provided~~,provided that any person so doing shall yield the right of way to all vehicles traveling in the proper direction upon the unobstructed portion of the highway within such distance as to constitute an immediate hazard.
 3. Upon a roadway divided into three (3) marked lanes for traffic under the rules applicable thereon.
 4. Upon a roadway restricted to one-way traffic.
 5. Upon a roadway having four (4) or more lanes for moving traffic and providing for two-way movement of traffic.

- B. Slow Moving Vehicles: Upon all roadways, any vehicle proceeding at less than the normal speed of traffic at the time and place and under the conditions then existing shall be driven in the right hand lane when available for traffic, or as close as practicable to the right hand curb or edge of the roadway, except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn at an intersection or into a private road or driveway.
- C. Four Lane Roadways: Upon any roadway having four (4) or more lanes for moving traffic and providing for two-way movement of traffic, no vehicle shall be driven to the left of the centerline of the roadway, except when authorized by official traffic control devices designating certain lanes to the left side of the center of the roadway for use by traffic not otherwise permitted to use such lanes, or except as permitted under subsection A2 of this section. However, this subsection shall not be construed as prohibiting the crossing of the centerline in making a left turn into or from an alley, private road or driveway. (1994 Code § 20-151)
- D. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of ~~five~~ one hundred dollars (\$1500.00) plus costs.
- E. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.

Section II: That Title 6, Chapter 4, Section 6-4-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-2: PASSING VEHICLES PROCEEDING IN OPPOSITE DIRECTIONS²:

Drivers of vehicles proceeding in opposite directions shall pass each other to the right, and upon roadways having width for not more than one line of traffic in each direction, each driver shall give to the other at least one-half ($\frac{1}{2}$) of the main traveled portion of the roadway as nearly as possible. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.~~ (1994 Code § 20-152)

Section III: That Title 6, Chapter 4, Section 6-4-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-3: OVERTAKING VEHICLE ON LEFT:

- A. Generally³: The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules hereinafter stated:

1. The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
 2. Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible signal and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.
 3. Every driver who intends to pass another vehicle proceeding in the same direction, which requires moving his vehicle from one lane of traffic to another, shall first see that such movement can be made with safety and shall proceed to pass only after giving a proper signal by hand or mechanical device.
- B. Limitations⁴: No vehicle shall be driven to the left side of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless such left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit such overtaking and passing to be completely made without interfering with the safe operation of any vehicle approaching from the opposite direction or any vehicle overtaken. In every event, the overtaking vehicle must return to the right hand side of the roadway before coming within one hundred feet (100') of any vehicle approaching from the opposite direction. (1994 Code §§ 20-153, 20-155)
- C. Penalty: A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.

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

6-4-4: OVERTAKING ON RIGHT PERMITTED IN CERTAIN INSTANCES⁵:

- A. Conditions ~~F~~for Overtaking ~~O~~on Right: The driver of a vehicle may overtake and pass upon the right of another vehicle only under the following conditions:
1. When the vehicle overtaken is making or about to make a left turn;
 2. Upon a street or highway with unobstructed pavement not occupied by parked vehicles of sufficient width for two (2) or more lines of moving vehicles in each direction;

3. Upon a one-way street, or upon any roadway on which traffic is restricted to one direction of movement, where the roadway is free from obstructions and of sufficient width for two (2) or more lines of moving vehicles.
- B. Safety Consideration: The driver of a vehicle may overtake and pass another vehicle upon the right only under conditions permitting such movement in safety. In no event shall such movement be made by driving off the pavement or main traveled portion of the roadway. (1994 Code § 20-154)
- C. Penalty: A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.

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

6-4-5: OTHER LIMITATIONS ON DRIVING TO LEFT OF CENTER OF ROADWAY⁶:

- A. Prohibited Areas, Conditions: No vehicle shall be driven on the left side of the roadway under the following conditions:
1. When approaching or upon the crest of a grade or a curve in the highway, where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction.
 2. When approaching within one hundred feet (100') of, or traversing any, intersection or railroad grade crossing unless otherwise indicated by official traffic control devices.
 3. When the view is obstructed upon approaching when within one hundred feet (100') of any bridge, viaduct or tunnel.
- B. Exceptions: The foregoing limitations shall not apply upon a one-way roadway, nor under the conditions described in subsection [6-4-1A2](#) of this chapter, nor to the driver of a vehicle turning left into or from an alley, private road or driveway. (1994 Code § 20-156)
- C. Penalty: A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.

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

6-4-6: NO PASSING ZONES:

- A. Determination ~~Of~~ Zones; Compliance: The ~~mayor and board of commissioners~~Mayor and Board of Commissioners is hereby authorized, on the basis of an engineering and traffic investigation, to determine those portions of any highway where overtaking and passing or driving to the left of the roadway would be especially hazardous and may, by appropriate signs or markings on the roadway, indicate the beginning and end of such zones; and when such signs and markings are in place and clearly visible to an ordinarily observant person, every driver of a vehicle shall obey the directions thereof.

- B. Passing Prohibited: Where signs or markings are in place to define a no passing zone as set forth in subsection A of this section, no driver shall at any time drive to the left side of the roadway within such no passing zone or on the left side of any pavement striping designed to mark such no passing zone throughout its length. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.~~A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.~~

- C. School Zones: No person shall at any time pass another vehicle within a school zone. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.~~A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.~~ (1994 Code § 20-157)

Section VII: That Title 6, Chapter 4, Section 6-4-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-7: ONE-WAY STREETS AND ROTARY TRAFFIC ISLANDS⁷:

- A. Compliance ~~W~~ith Signs: Upon a roadway designated and signposted for one-way traffic, a vehicle shall be driven only in the direction designated.

- B. Temporary One-Way Streets:
 - 1. Temporary one-way streets shall only be allowed where designated by the police, traffic control, or pursuant to approved traffic control plans for construction to temporarily control traffic to control congestion and provide for safe operation of the street system, and on local streets in a school zone for controlling school traffic congestion. When a street is designated as a temporary one-way street for

school traffic control, the abutting school shall be responsible for placing and removing the temporary signage. Vehicles shall be driven only in the direction designated by approved signage.

2. Requests for designation of a temporary one-way street for school traffic control shall be made to the appropriate board or committee designated to review traffic related requests, and any recommendations for establishing a temporary one-way street shall be forwarded to the ~~mayor and board of commissioners~~ Mayor and Board of Commissioners for consideration.

C. Passing Rotary Traffic Islands: A vehicle passing around a rotary traffic island shall be driven only to the right of such islands. (1994 Code § 20-158)

D. Penalty: A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this subsection shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.

Section VIII: That Title 6, Chapter 1, Section 6-4-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-8: DRIVING ON ROADWAYS LANED FOR TRAFFIC⁸:

Whenever any roadway has been divided into two (2) or more clearly marked lanes for traffic, the following rules, in addition to all others consistent herewith, shall apply:

A. Changing Lanes: A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from the lane until the driver has first ascertained that the movement can be made with safety, and then given a signal, not less than the last one hundred feet (100') traveled by the vehicle, of his intention to change lanes.

B. Use ~~O~~of Center Lane: Upon a roadway which is divided into three (3) lanes, a vehicle shall not be driven in the center lane, except when overtaking and passing another vehicle where the roadway is clearly visible and such center lane is clear of traffic within a safe distance, or in preparation for a left turn or where such center lane is at the time allocated exclusively to traffic moving in the direction the vehicle is proceeding and is signposted to give notice of such allocation.

C. Slow Moving Vehicles, Use ~~O~~of Right Lane: Upon a roadway which is divided into four (4) or more lanes, a vehicle proceeding at less than the maximum posted speed, except when reduced speed is necessary for safe operation, shall not impede the normal flow of traffic by driving in the left lane. Such vehicle shall be driven in the right hand lane, except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn at an intersection or into a private road or driveway.

D. Posting Signs: Compliance Required: Official signs may be erected directing slow moving traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway, and drivers of vehicles shall obey the directions of every such sign. (Ord. 2002-04, 2-5-2002)

E. Penalty: A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.

Section IX: That Title 6, Chapter 1, Section 6-4-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-9: FOLLOWING TOO CLOSELY⁹:

A. Reasonable Distance: The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicle, and the traffic upon and the condition of the highway.

B. Vehicle Drawing Another Vehicle: The driver of any truck or motor vehicle drawing another vehicle when traveling upon a roadway outside of a business or residential district and which is following another truck or motor vehicle drawing another vehicle shall, whenever conditions permit, leave sufficient space so that an overtaking vehicle may enter and occupy such space without danger, except that this shall not prevent a motor truck or motor vehicle drawing another vehicle from overtaking and passing any like vehicle or another vehicle.

C. Vehicles With More Than Six Tires: No vehicle which has more than six (6) tires in contact with the road shall approach from the rear of another vehicle which has more than six (6) tires in contact with the road closer than three hundred feet (300'), except when passing such said vehicle.

D. Caravan ~~Or~~ Motorcade: Motor vehicles being driven upon any roadway outside of a business or residential district in a caravan or motorcade, whether or not towing other vehicles, shall be so operated as to allow sufficient space between each such vehicle or combination of vehicles so as to enable any other vehicle to enter and occupy such space without danger. The distance between such vehicles shall be a minimum of two hundred feet (200') under all conditions. This provision shall not apply to funeral processions. (1994 Code § 20-160)

E. Penalty: A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.

~~violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.~~

Section X: That Title 6, Chapter 1, Section 6-4-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-10: DRIVING ON DIVIDED HIGHWAYS¹⁰:

Whenever any highway has been divided into two (2) or more roadways by leaving an intervening space or by a physical barrier or clearly indicated dividing section so constructed as to impede vehicular traffic, every vehicle shall be driven only upon the right hand roadway unless directed or permitted to use another roadway by official traffic control devices or police officers. No vehicle shall be driven over, across or within any such dividing space, barrier or section, except through a paved opening in such physical barrier or dividing section or median or at a paved crossover or intersection as established unless specifically permitted by the ~~city~~City or by police officers. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs. (1994 Code § 20-161)

Section XI: That Title 6, Chapter 1, Section 6-4-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-11: RESTRICTED ACCESS¹¹:

No person shall drive a vehicle onto or from any controlled access roadway, except at such entrances and exits as are established by public authority. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs. (1994 Code § 20-162)

Section XII: That Title 6, Chapter 1, Section 6-4-12 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-4-12: RESTRICTIONS ON USE OF CONTROLLED ACCESS ROADWAY¹²:

The ~~mayor and board of commissioners~~Mayor and Board of Commissioners on the basis of an engineering and traffic investigation, may, with respect to any controlled access roadway under the ~~city~~City's jurisdiction, prohibit the use of any such roadway by pedestrians, bicycles or other non-motorized traffic or by any person operating a motor driven cycle. Official signs shall be erected and maintained on the controlled access roadway on which such regulations are applicable, and when so erected no person shall disobey the restrictions stated on such signs. A

violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section shall have a maximum penalty of five hundred dollars (\$500.00) plus costs.-(1994 Code § 20-163)

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

[Footnote 1](#): State law reference - similar provisions, 47 OS § 11-301.

[Footnote 2](#): State law reference - similar provisions, 47 OS § 11-302.

[Footnote 3](#): State law reference - similar provisions, 47 OS § 11-303.

[Footnote 4](#): State law reference - similar provisions, 47 OS § 11-305.

[Footnote 5](#): State law reference - similar provisions, 47 OS § 11-304.

[Footnote 6](#): State law reference - similar provisions, 47 OS § 11-306.

[Footnote 7](#): State law reference - similar provisions, 47 OS § 11-308.

[Footnote 8](#): State law reference - similar provisions, 47 OS § 11-309.

[Footnote 9](#): State law reference - similar provisions, 47 OS § 11-310.

[Footnote 10](#): State law reference - similar provisions, 47 OS § 11-311.

[Footnote 11](#): State law reference - similar provisions, 47 OS § 11-312.

[Footnote 12](#): State law reference - similar provisions, 47 OS § 11-313.

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

Section XIV: 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 XV: 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 XVI: Codification. This ordinance shall be codified as Title 6, Chapter 4, Sections 6-4-1 through 6-4-12 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC," CHAPTER 5, ENTITLED "DRIVING RULES," SECTIONS 6-5-1 THROUGH 6-5-8, TO REGULATE DRIVING HABITS AND ROADWAYS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER TRAFFIC VIOLATIONS 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 6, Chapter 5, Section 6-5-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-5-1: SPEED AND RELATED RESTRICTIONS:

A. Generally¹:

1. Any person driving a vehicle on a highway shall drive the same at a careful and prudent speed not greater than, nor less than, is reasonable and proper, having due regard to the traffic, surface and width of the highway, the condition of the vehicle, weather, the amount of light or darkness, the presence of pedestrians and/or bicyclists, and any other conditions then existing, and no person shall drive any vehicle upon a highway at a speed greater than will permit him to bring it to a stop within the assured clear distance ahead. A driver who operates a vehicle in violation of this section may be charged with the offense of "careless driving". The violation of this section is punishable by a fine not to exceed ~~two~~five hundred dollars (\$~~200~~500.00) ~~in addition to any court~~plus costs.
2. Except when a special hazard exists that requires lower speed for compliance with subsection A1 of this section, the limits specified in this title, or established hereinafter, shall be maximum lawful speeds, and no person shall drive any vehicle on a highway at a speed in excess of the maximum limit.
3. No person shall drive a school bus at a speed greater than a maximum of fifty (50) miles per hour, except on turnpikes and interstate highways where the maximum shall be fifty five (55) miles per hour.

4. No person shall drive any vehicle or combination of vehicles with solid rubber or metal tires at a speed greater than the maximum of ten (10) miles per hour.
5. The driver of every vehicle shall, consistent with the requirements of subsection A1 of this section, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hillcrest, when driving upon any narrow or winding roadway, and when special hazard exists with respect to pedestrians or other traffic, or by reason of weather or highway conditions.

B. Citywide Speed Limit: All streets of the eCity shall be in the twenty five (25) mile per hour speed zone, unless otherwise designated and posted in accordance with an engineering and traffic investigation.

1. Violation of the posted or unposted speed limit has a maximum fine of one hundred dollars (\$100.00) plus costs.

2. If the violator is traveling ten (10) miles per hour or less above the posted speed limit. If the violator is traveling more than ten (10) miles per hour above the posted or un-posted speed limit, the fine shall not exceed one hundred fifty dollars (150.00) plus costs.

C. Minimum Speed: No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. Violation of this subsection has a maximum fine of two hundred dollars (\$200.00) plus costs.²

D. Special Speed Limitations³:

1. No person shall drive a vehicle over any bridge or other elevated structure constituting a part of a highway at a speed which is greater than the maximum speed which can be maintained with safety to such bridge or structure, when such structure is signposted as provided in this section.

2. The mMayor and bBoard of eCommissioners may conduct an investigation of any bridge or other elevated structure constituting a part of a highway, and if it shall thereupon find that such structure cannot, with safety to itself, withstand vehicles driving at speeds otherwise permissible under this section, it shall determine and declare the maximum speed of vehicles which such structure can safely withstand, and may cause and permit suitable signs stating such maximum speed to be erected and maintained at a distance of one hundred feet (100') before each end of such structure.

3. Where any highway shall be under construction or repair or a detour shall have been designated by reason of construction or repairs in progress and the ~~m~~Mayor and ~~b~~Board of ~~e~~Commissioners or the ~~e~~City ~~m~~Manager shall have determined a maximum safe, careful and prudent speed on such highway or detour during the period of such construction or repairs and shall have plainly posted at each terminus thereof and at not less than each half mile along the route thereof such determined maximum speed, no person shall drive any vehicle upon such portion of such highway or upon such detour at a speed in excess of the speed so determined and posted. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.~~A violation of this subsection has a maximum fine of two hundred dollars (\$200.00) plus costs.~~
4. Upon the trial of any person charged with a violation of this subsection, proof of said determination of the maximum speed by the ~~e~~City and the existence of said signs shall constitute conclusive evidence of the maximum speed which can be maintained with safety as provided in subsections D2 and D3 of this section.

E. Special Speed Limitation ~~O~~on Motor Driven Cycles⁴:

1. No person shall operate any motor driven cycle, mopeds, gopeds, and motorized skateboards at a speed greater than the legally posted speed limit; provided that in no event shall a person drive at a speed greater than thirty five (35) miles per hour. Moreover, these specified cycles shall at all times conform to subsection A1 of this section.
2. No person shall operate a motorized scooter at a speed greater than the legally posted speed limit; provided that in no event shall an operator drive a motorized scooter at a speed greater than twenty five (25) miles per hour.
3. Penalty: Violation of this subsection has a maximum fine of ~~two~~one hundred dollars (\$~~1~~200.00) plus costs.

F. Violations: In every charge of violation of any speed regulation in this section, the complaint, also the summons or notice to appear, shall specify the speed at which the defendant is alleged to have driven, also the maximum speed applicable within the district or at the location. (Ord. 2012-19, 9-6-2012)

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

6-5-2: RIGHT OF WAY:

A. Vehicle Approaching ~~O~~or Entering Intersection⁵:

1. The driver of a vehicle on a road approaching an intersection with a state or federal highway shall stop and yield the right of way to a vehicle which has entered the intersection or which is so close thereto as to constitute an immediate hazard.
2. When two (2) vehicles enter or approach an intersection from different highways at approximately the same time, except in subsection A1 of this section, the driver of the vehicle on the left shall yield the right of way to the vehicle on the right.
3. The right of way rules declared in subsections A1 and A2 of this section are modified at through highways and otherwise as hereinafter stated in this title.
4. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

B. Vehicle Turning Left ~~A~~at Intersection⁶: The driver of a vehicle within an intersection intending to turn to the left shall yield the right of way to any vehicle approaching from the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard, but said driver, having so yielded and having given a signal when and as required by this title, may make such left turn and the drivers of all other vehicles approaching the intersection from said opposite direction shall yield the right of way to the vehicle making the left turn. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~Violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

C. Vehicle Entering Stop ~~O~~r Yield Intersection⁷:

1. Preferential right of way at an intersection may be indicated by stop signs or yield signs as authorized by statute.
2. Except when directed to proceed by a police officer or traffic control signal, every driver of a vehicle approaching a stop intersection indicated by a stop sign shall stop as required by subsection 6-5-5C4 of this chapter, and, after having stopped, shall yield the right of way to any vehicle which has entered the intersection from another highway or which is approaching so closely on said highway as to constitute an immediate hazard, but said driver having so yielded may proceed and the drivers of all other vehicles approaching the intersection shall yield the right of way to the vehicle so proceeding.

3. The driver of a vehicle approaching a yield sign shall, in obedience to such sign, slow down to a speed reasonable for the existing conditions, or shall stop if necessary as provided in subsection 6-5-5C5 of this chapter, and shall yield the right of way to any pedestrian legally crossing the roadway on which he is driving, and to any vehicle in the intersection or approaching on another highway so closely as to constitute an immediate hazard. Said driver having so yielded may proceed and the drivers of all other vehicles approaching the intersection shall yield to the vehicle so proceeding; provided, however, that if such driver is involved in a collision with a pedestrian in a crosswalk or vehicle in the intersection after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of his failure to yield the right of way.

4. Where two (2) or more vehicles face stop, slow, warning or caution signs or signals on two (2) or more intersecting cross streets, and are approaching so as to enter the intersection at the same time, where each vehicle is required to stop, the vehicle coming from the right shall have the right of way. Where each vehicle is required to slow, the vehicle coming from the right shall have the right of way. Where each vehicle is required to take caution, the vehicle coming from the right shall have the right of way. Where one vehicle is required to stop and the other to slow or take caution, the one slowing or taking caution shall have the right of way. Where one vehicle is required to slow and the other to take caution, the one required to take caution shall have the right of way. In any event, a vehicle which has already entered the intersection shall have the right of way over one which has not so entered the intersection.

5. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~Penalty: A violation of this subsection has a maximum penalty of five hundred dollars (\$500.00) plus costs.~~

D. Vehicle Entering Highway ~~F~~from Private Road ~~O~~or Driveway⁸: The driver of a vehicle about to enter or cross a highway from a private road or driveway shall yield the right of way to all vehicles approaching on said highway. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~Violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

E. Operation ~~O~~f Vehicles ~~O~~n Approach ~~O~~f Authorized Emergency Vehicles⁹:

1. Upon the immediate approach of an authorized emergency vehicle making use of audible and visual signals meeting the requirements of 47 Oklahoma Statutes section 12-218, or of a police vehicle properly and lawfully making use of an

audible signal only, every other vehicle shall yield the right of way and shall immediately drive to a position parallel to, and as close as possible to, the right hand edge or curb of the roadway clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer.

2. This subsection shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

3. [Violation of this subsection has a maximum fine of five hundred dollars \(\\$500.00\) plus costs.](#)

F. Passing Stationary Emergency Vehicles¹⁰:

1. The driver of a motor vehicle, upon approaching a stationary authorized emergency vehicle that is displaying a flashing combination red or blue light or any combination of red or blue lights shall:

a. If traveling on a highway that consists of two (2) or more lanes that carry traffic in the same direction or travel as that of the driver, the driver shall proceed with due caution and shall, if possible, and with due regard to the road, weather, and traffic conditions, change lanes into a lane that is not adjacent to the stationary authorized emergency vehicle; or if the driver is not able to change lanes or if to do so would be unsafe, the driver shall proceed with due caution and reduce the speed of the motor vehicle to a safe speed for the existing road, weather and traffic conditions; and

b. If traveling on a highway other than a highway described in subsection F1a of this section, the driver shall proceed with due caution and reduce the speed of the motor vehicle to a safe speed for the existing road, weather, and traffic conditions.

2. This subsection does not relieve the operator of a stationary authorized emergency vehicle from the consequences of reckless disregard for the safety of all persons and property upon the highway. The penalty for this subsection shall have a maximum fine of five hundred dollars (\$500.00) plus costs. (1994 Code §§ 20-201, 20-202, 20-203, 20-204, 20-205; amd. Ord. 2003-12, 7-15-2003)

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

6-5-3: TURNING MOVEMENTS:

A. Required Position ~~A~~and Method ~~O~~f Turning ~~A~~at Intersection¹¹:

1. The driver of a vehicle intending to turn at an intersection shall do so as follows:
 - a. Right Turns: Both the approach for a right turn and a right turn shall be made as close as practicable to the right hand curb or edge of the roadway.
 - b. Left Turns ~~On~~ Two-Way Roadways: At any intersection where traffic is permitted to move in both directions on each roadway entering the intersection, an approach for a left turn shall be made in that portion of the right half of the roadway nearest the centerline thereof and by passing to the right of such centerline where it enters the intersection, and, after entering the intersection, the left turn shall be made so as to leave the intersection to the right of the centerline of the roadway being entered. Whenever practicable, the left turn shall be made in that portion of the intersection to the left of the center of the intersection.
 - c. Left Turns ~~On~~ Other Than Two-Way Roadways: At any intersection where traffic is restricted to one direction on one or more of the roadways, the driver of a vehicle intending to turn left at any such intersection shall approach the intersection in the extreme left hand lane lawfully available to traffic moving in the direction of travel of such vehicle, and, after entering the intersection, the left turn shall be made so as to leave the intersection as nearly as practicable, in the left hand lane lawfully available to traffic moving in such direction upon the roadway being entered.

2. The ~~m~~Mayor and ~~b~~Board of ~~e~~Commissioners on the basis of an engineering and traffic investigation, may cause markers, buttons or signs to be placed within or adjacent to intersections and thereby require and direct that a different course from that specified in this section be traveled by vehicles turning at an intersection, and when markers, buttons or signs are so placed, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such markers, buttons or signs.

3. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.~~Violation of this section has a fine not to exceed five hundred dollars (\$500.00) plus costs.~~

- B. Turning Around (U-Turn) Prohibited ~~A~~at Certain Places¹²: No vehicle shall be turned to proceed in the opposite direction at any of the following places:

1. Upon any curve.
2. Upon the approach to or near the crest of a grade.

3. Where such vehicle cannot be seen by the driver of any other vehicle approaching from either direction, within five hundred feet (500').
4. At any intersection regulated by a traffic control light, except where specifically permitted by official signs.
5. At any intersection regulated by a four-way stop sign.
6. At any place unless the movement can be made in safety and without interfering with other traffic.
7. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this subsection has a fine not to exceed five hundred dollars (\$500.00) plus costs.

C. Turning Movements ~~A~~ and Required Signals¹³:

1. No person shall turn a vehicle at an intersection unless the vehicle is in proper position upon the roadway as required in subsection A of this section, or turn a vehicle to enter a private road or driveway, or otherwise turn a vehicle from a direct course or move right or left upon a roadway unless and until such movement can be made with reasonable safety. No person shall so turn any vehicle without giving an appropriate signal in the manner hereinafter provided in the event any other traffic may be affected by such movement.
2. A signal of intention to turn right or left when required shall be given continuously during not less than the last one hundred feet (100') traveled by the vehicle before turning.
3. No person shall stop or suddenly decrease the speed of a vehicle without first giving an appropriate signal in the manner provided herein to the driver of any vehicle immediately to the rear when there is opportunity to give such signal.
4. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.

D. Signals ~~B~~by Hand ~~A~~ and Arm ~~O~~ or Signal Lamps¹⁴:

1. Any stop or turn signal, when required herein, shall be given either by means of the hand and arm or by signal lamps, except as otherwise provided in subsection D2 of this section.
2. Any motor vehicle in use on a highway shall be equipped with, and required signal shall be given by, signal lamps when the distance from the center of the top of the steering post to the left outside limit of the body, cab or load of such motor vehicle exceeds twenty four inches (24"), or when the distance from the center of the top of the steering post to the rear limit of the body or load thereof exceeds fourteen feet (14'). The latter measurement shall apply to any single vehicle, also to any combination of vehicles.

3. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

E. Method ~~Of~~ Giving Hand ~~A~~ and Arm Signals¹⁵: All signals herein required given by hand and arm shall be given from the left side of the vehicle in the following manner and such signals shall indicate as follows:

1. Left Turn: Hand and arm extended horizontally.
2. Right Turn: Hand and arm extended upward.
3. Stop ~~Or~~ Decrease Speed: Hand and arm extended downward. (1994 Code §§ 20-221, 20-222, 20-224, 20-225, 20-226)
4. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

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

6-5-4: STARTING PARKED VEHICLE¹⁶:

No person shall start a vehicle which is stopped, standing or parked unless and until such movement can be made with reasonable safety. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to

either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this section has a penalty not to exceed five hundred dollars (\$500.00) plus costs. (1994 Code § 20-223)

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

6-5-5: SPECIAL STOPS; RAILROAD CROSSINGS; SCHOOL BUSES:

A. Obedience ~~T~~o Signal Indicating Approach ~~O~~f Train¹⁷:

1. Whenever any person driving a vehicle approaches a railroad grade crossing under any of the circumstances stated in this subsection, the driver of such vehicle shall stop within fifty feet (50'), but not less than fifteen feet (15'), from the nearest rail of such railroad, and shall not proceed until he can do so safely. The foregoing requirements shall apply when:
 - a. A clearly visible electric or mechanical signal device gives warning of the immediate approach of a railroad train;
 - b. A crossing gate is lowered or when a human flagman gives or continues to give a signal of the approach or passage of a railroad train;
 - c. A railroad train approaching within approximately one thousand five hundred feet (1,500') of the highway crossing emits a signal audible from such distance and such railroad train, by reason of its speed or nearness to such crossing, is an immediate hazard;
 - d. An approaching railroad train is plainly visible and is in hazardous proximity to such crossing.
2. No person shall drive any vehicle through, around or under any crossing gate or barrier at a railroad crossing while such gate or barrier is closed or is being opened or closed.

3. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.

B. Certain Vehicles ~~T~~o Stop ~~A~~t All Railroad Grade Crossings¹⁸:

1. The driver of any motor vehicle carrying passengers for hire, or of any school bus carrying any school child, or of any vehicle carrying explosive substances or

flammable liquids as a cargo or part of a cargo, before crossing at grade any track or tracks of a railroad, shall stop such vehicle within fifty feet (50'), but not less than fifteen feet (15'), from the nearest rail of such railroad and while so stopped shall listen and look in both directions along such track for any approaching train, and for signals indicating the approach of a train, except as hereinafter provided, and shall not proceed until he can do so safely. After stopping as required herein and upon proceeding when it is safe to do so, the driver of any said vehicle shall cross only in such gear of the vehicle that there will be no necessity for changing gears while traversing such crossing and the driver shall not shift gears while crossing the track or tracks.

2. No stop need be made at any such crossing where a police officer or a traffic control signal directs traffic to proceed.

3. [Penalty: A violation of this subsection has a maximum fine of five hundred dollars \(\\$500.00\) plus costs.](#)

C. Stop Signs ~~A~~and Yield Signs¹⁹:

1. Preferential right of way at an intersection may be indicated by stop signs or yield signs as authorized by state statute.
2. Every stop sign and every yield sign shall be erected as near as practicable to the nearest line of the crosswalk on the near side of the intersection or, if there is no crosswalk, then as near as practicable to the nearest line of the intersecting roadway; however, such yield signs shall not be erected upon the approaches of but one of the intersecting streets.
3. Every stop sign shall bear the word "Stop". Every yield sign hereafter erected or replaced shall bear the word "Yield". Every stop sign and every yield sign shall at nighttime be rendered luminous by internal illumination, or by a floodlight projected on the face of the sign, or by efficient reflecting elements in or on the face of the sign.
4. Except when directed to proceed by a police officer or traffic control signal, every driver of a vehicle approaching a stop intersection indicated by a stop sign shall stop before entering the crosswalk on the near side of the intersection or, in the event there is no crosswalk, shall stop at a clearly marked stop line, but if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection.
5. The driver of a vehicle approaching a yield sign, if required for safety to stop, shall stop before entering the crosswalk on the near side of the intersection or, in the event there is no crosswalk, at a clearly marked stop line, but if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway.

6. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

D. Emerging ~~F~~from Alley, Driveway ~~O~~or Building²⁰: The driver of the vehicle within a business or residence district emerging from an alley, driveway or building shall stop such vehicle immediately prior to driving onto the sidewalk area extending across any alleyway or driveway, and shall yield the right of way to any pedestrian as may be necessary to avoid collision, and upon entering the roadway shall yield the right of way to all vehicles approaching on said roadway. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

E. Meeting ~~O~~or Overtaking Stopped School Bus²¹:

1. The driver of a vehicle meeting or overtaking a school bus that is stopped to take on or discharge school children, and on which the red loading signals are in operation, is to stop his vehicle before it reaches the school bus and not proceed until the loading signals are deactivated and then proceed past such school bus at a speed which is reasonable and with due caution for the safety of such school children and other occupants.

2. The driver of a vehicle upon a highway with separate roadways need not stop upon meeting or passing a school bus which is on a different roadway or when upon a controlled access highway and the school bus is stopped in a loading zone which is a part of or adjacent to such highway and where pedestrians are not permitted to cross the roadway.

3. ~~Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~

F. Meeting ~~O~~or Overtaking Church Bus²²:

1. A church bus is a vehicle operated by a nonprofit religious organization which transports persons including school age children to and from religious services.

2. The driver of a vehicle meeting or overtaking a church bus that is stopped to take on or discharge passengers, and on which the red loading signals are in operation,

is to stop his vehicle before it reaches the church bus and not proceed until the loading signals are deactivated and then proceed past such bus at a speed which is reasonable and with due caution for the safety of such occupants.

3. The driver of a vehicle upon a highway with separate roadways need not stop upon meeting or passing a church bus which is on a different roadway or when upon a controlled access highway and the church bus is stopped in a loading zone which is a part of or adjacent to such highway and where pedestrians are not permitted to cross the roadway. (1994 Code §§ 20-241, 20-242, 20-243, 20-244, 20-245, 20-246)

4. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. Penalty: A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.

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

6-5-6: DRIVING UNDER INFLUENCE OF LIQUOR, DRUGS, OTHER SUBSTANCES OR COMBINATION THEREOF²³:

A. Driving Under Influence ~~Of~~ Intoxicating Liquor ~~Or~~ Drugs:

1. It is unlawful for any person to drive, operate, or be in actual physical control of a motor vehicle within the ~~e~~City who:
 - a. Has a blood or breath alcohol concentration, as defined in 47 Oklahoma Statutes section 756, of eight-hundredths (0.08) or more at the time of a test of such person's blood or breath administered within two (2) hours after the arrest of such person; or
 - b. Is under the influence of alcohol; or
 - c. Is under the influence of any other intoxicating substance to a degree which may render such person incapable of safely driving or operating a motor vehicle; or
 - d. Is under the combined influence of alcohol and any other intoxicating substance to a degree which may render such person incapable of safely driving or operating a motor vehicle.
2. The fact that any person charged with a violation of this subsection is or has been lawfully entitled to use alcohol or a controlled dangerous substance or any other

intoxicating substance shall not constitute a defense against any charge of violating this subsection.

3. As used in this subsection, the term "other intoxicating substance" shall mean any "controlled dangerous substance" as defined in the uniform controlled dangerous substances act and any other substance, other than alcohol, which is capable of being ingested, inhaled, injected or absorbed into the human body and is capable of adversely affecting the central nervous system, vision, hearing or other sensory or motor functions.

4. A violation of this subsection ~~is a class A offense~~ is punishable by a fine not to exceed eight hundred dollars (\$800.00) plus costs.

B. Operating Vehicle While Under ~~T~~he Influence While Underage²⁴:

1. It is unlawful for any person under twenty one (21) years of age to drive, operate, or be in actual physical control of a motor vehicle within the ~~e~~City, who:

a. Has any measurable quantity of alcohol in the person's blood or breath at the time of a test administered within two (2) hours after an arrest of the person; or

b. Exhibits evidence of being under the influence of any other intoxicating substance as shown by analysis of a specimen of the person's blood, breath, saliva, or urine in accordance with 47 Oklahoma Statutes sections 752 and 759; or

c. Exhibits evidence of the combined influence of alcohol and any other intoxicating substance.

2. The fact that any person charged with violation of this subsection is or has been lawfully entitled to use a controlled dangerous substance or any other intoxicating substance shall not constitute a defense against any charge of violating this subsection.

3. As used in this subsection, the term "other intoxicating substance" shall mean any "controlled dangerous substance" as defined in the uniform controlled dangerous substances act and any other substance, other than alcohol, which is capable of being ingested, inhaled, injected or absorbed into the human body and is capable of adversely affecting the central nervous system, vision, hearing or other sensory or motor functions.

4. A violation of this subsection ~~is a class A offense~~ has a maximum fine of five hundred dollars (\$500.00) plus costs.

C. Driving While Impaired ~~B~~y Alcohol ~~O~~r Other Substance²⁵:

1. No person within the eCity shall drive or operate a motor vehicle while his ability to operate such motor vehicle is impaired by the consumption of alcohol or any other substance other than alcohol, which is capable of being ingested, inhaled, injected, or absorbed into the human body and is capable of adversely affecting the central nervous system, vision, hearing, or other sensory or motor functions.
2. A violation of this subsection ~~is a class A offense~~ has a penalty not to exceed five hundred dollars (\$500.00) plus costs. (Ord. 2002-07, 4-2-2002; amd. 2003 Code)

D. Ignition Interlock Device

1. No person shall knowingly authorize or permit a motor vehicle owned or under the control of that person which is not equipped with an ignition interlock device to be drive upon any street or highway of this state by any person who is required to have an ignition interlock device installed upon the vehicle of that person.
2. No person shall make an overt or conscious attempt to physically disable, disconnect or wire around an ignition interlock device when it is no longer required in the vehicle or upon request by the owner of the device
3. A violation of this subsection is punishable by a fine not to exceed \$500.00 plus costs.

E. Prosecution of these sections.

1. If qualified by knowledge, skill, experience, training or education, a witness shall be allowed to testify in the form of an opinion or otherwise solely on the issue of impairment, but not on the issue of specific alcohol concentration level, relating to the following:
 - a. The results of any standardized field sobriety test including, but not limited to, the horizontal gaze nystagmus (HGN) test administered by a person who has completed training in standardized field sobriety testing; or
 - b. Whether a person was under the influence of one or more impairing substances and the category of such impairing substance or substances. A witness who has received training and holds a current certification as a drug recognition expert shall be qualified to give the testimony in any case in which such testimony may be relevant.

(Ord. 2002-07, 4-2-2002; amd. 2003 Code)

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

6-5-7: RECKLESS DRIVING²⁶:

It shall be deemed reckless driving for any person to drive a motor vehicle in a careless or wanton manner without regard for the safety of persons or property or in violation of the conditions outlined in subsection [6-5-1A](#) of this chapter. A violation of this section ~~is a class A offense~~ has a maximum fine of five hundred dollars (\$500.00) plus costs unless the person has previously been convicted of a violation of this section, then the violation of this section shall have a maximum fine of seven hundred fifty dollars (\$750.00) plus costs. (1994 Code § 20-19)

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

6-5-8: ATTENTION TO DRIVING REQUIRED²⁷:

The operator of every vehicle, while driving, shall devote his full time and attention to such driving. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. ~~A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~ (1994 Code § 20-20)

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

Footnote 1: State law reference- similar provisions, 47 O.S. § 11-801

Footnote 2: State law reference- similar provisions, 47 O.S. § 11-804

Footnote 3: State law reference- similar provisions, 47 O.S. § 11-806

Footnote 4: State law reference- similar provisions, 47 O.S. § 11-805; 47 O.S. § 1-136

Footnote 5: State law reference- similar provisions, 47 O.S. § 11-401

Footnote 6: State law reference- similar provisions, 47 O.S. § 11-402

Footnote 7: State law reference- similar provisions, 47 O.S. § 11-403

Footnote 8: State law reference- similar provisions, 47 O.S. § 11-404

Footnote 9: State law reference- similar provisions, 47 O.S. § 11-405

Footnote 10: State law reference- similar provisions, 47 O.S. § 11-314

Footnote 11: State law reference- similar provisions, 47 O.S. § 11-601

Footnote 12: State law reference- similar provisions, 47 O.S. § 11-602

Footnote 13: State law reference- similar provisions, 47 O.S. § 11-604

Footnote 14: State law reference- similar provisions, 47 O.S. § 11-605

Footnote 15: State law reference- similar provisions, 47 O.S. § 11-606

Footnote 16: State law reference- similar provisions, 47 O.S. § 11-603

Footnote 17: State law reference- similar provisions, 47 O.S. § 11-701

Footnote 18: State law reference- similar provisions, 47 O.S. § 11-702

Footnote 19: State law reference- similar provisions, 47 O.S. § 11-703

Footnote 20: State law reference- similar provisions, 47 O.S. § 11-704

Footnote 21: State law reference- similar provisions, 47 O.S. § 11-705

Footnote 22: State law reference- similar provisions, 47 O.S. § 11-705.1

Footnote 23: State law reference- similar provisions, 47 O.S. § 11-902

Footnote 24: State law reference- similar provisions, 47 O.S. § 11-906.4

Footnote 25: State law reference- similar provisions, 47 O.S. § 11-761

Footnote 26: State law reference- similar provisions, 47 O.S. § 11-901

Footnote 27: State law reference- similar provisions, 47 O.S. § 11-901B

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

Section XIV: 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 XV: 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 XVI: Codification. This ordinance shall be codified as Title 6, Chapter 5, Sections 6-5-1 through 6-5-8 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC," CHAPTER 7, ENTITLED "GENERAL MISCELLANEOUS RULES," SECTIONS 6-7-1 THROUGH 6-7-13, TO OUTLINE ASSORTED TRAFFIC LAWS AND PUNISHMENT FOR VIOLATIONS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION 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 6, Chapter 7, Section 6-7-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-7-1: UNATTENDED MOTOR VEHICLE¹:

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. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs ~~A violation of this section has a maximum fine of five hundred dollars (\$500.00) plus costs.~~ (1994 Code § 20-461)

Section II: That Title 6, Chapter 7, Section 6-7-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-7-2: LIMITATIONS ON BACKING²:

No vehicle shall be backed upon any street or highway, except for such distance as may be necessary to permit the vehicle to enter the proper driving lane from a parked position. Such backing shall be done only after the driver of said vehicle has ascertained that such movement can be made without endangering other traffic. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus

~~costs. A violation of this section has a maximum fine of five hundred dollars (\$500.00) plus costs.~~ (1994 Code § 20-462)

Section III: That Title 6, Chapter 7, Section 6-7-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-7-3: OBSTRUCTION TO DRIVER'S VIEW; OVERLOADING SCHOOL BUS³:

- A. Obstructing View Or Control: No person shall drive a vehicle when his or her view is obstructed. This prohibition includes, but is not limited to, the following:
1. When the vehicle is so loaded, or when there are in the front seat such a number of persons, exceeding three (3), as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.
 2. When his or her view is obstructed by snow, ice, frost, or any other substance or item that obscures the driver's view through the windshield or windows of the vehicle.
 3. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.~~A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.~~
- B. Riding Position: No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides or to interfere with his control over the driving mechanism of the vehicle. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs.~~A violation of this subsection has a maximum penalty of five hundred dollars (\$500.00) plus costs.~~
- C. School Bus: No school bus shall be operated on the streets or highways when loaded with passengers in excess of the number from which such bus is designed to carry. The number of passengers determined by the school board which the bus is designed to carry shall be posted in a conspicuous place on the bus. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum

penalty of two hundred dollars (\$200.00) plus costs ~~A violation of this subsection has a maximum penalty of five hundred dollars (\$500.00) plus costs.~~ (Ord. 2012-19, 9-6-2012)

Section IV: That Title 6, Chapter 7, Section 6-7-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-7-4: OPENING AND CLOSING VEHICLE DOORS⁴:

No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so, nor shall any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs ~~A violation of this section has a maximum penalty of five hundred dollars (\$500.00) plus costs.~~ (1994 Code § 20-465)

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

6-7-5: COASTING PROHIBITED⁵:

- A. Gears ~~I~~n Neutral: The driver of any motor vehicle when traveling upon a downgrade shall not coast with the gears of such vehicle in neutral.
- B. Clutch Disengaged: The driver of any motor vehicle when traveling upon a downgrade shall not coast with the clutch disengaged. (1994 Code § 20-466)
- C. Penalty: A violation of this section that DOES NOT results in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs ~~A violation of this section has a maximum penalty of five hundred dollars (\$500.00) plus costs.~~

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

6-7-6: FIRE APPARATUS; FIRE HOSE:

- A. Following Fire Apparatus, ~~O~~ther Emergency Vehicles⁶:
 - 1. Prohibitions:
 - a. The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than

five hundred feet (500') or drive into or park such vehicle within the block where fire apparatus has stopped in answer to a fire alarm.

- b. The driver of any vehicle other than one on official business shall not follow any emergency vehicle or shall not purposely drive to any location on a highway where an emergency exists which would interfere with the free movement of authorized emergency vehicles or any other traffic using the highway at that location. For the purpose of this subsection, the definition of "emergency" shall include traffic accidents, airplane accidents, disasters, explosions, civil disturbances and (without limitation by the foregoing) any other related circumstances which tend to cause traffic congestion.

- 2. The purpose of this subsection is to eliminate sightseers and other persons who do not have official business at the scene of an emergency, and whose presence would tend to cause traffic congestion. A violation of this section that DOES NOT result in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs.

- B. Crossing Fire Hose⁷: No vehicle shall be driven over any unprotected hose of the fire department when laid down on any street or private driveway, to be used at any fire or alarm of fire, without the consent of the fire department official in command. A violation of this subsection has a maximum fine of five hundred dollars (\$500.00) plus costs. (1994 Code §§ 20-467, 20-468)

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

6-7-7: GLASS, OTHER DEBRIS ON HIGHWAY; THROWING SUBSTANCES⁸:

- A. Depositing ~~O~~on Highway: No person shall throw or deposit upon any highway any glass bottle, glass, nails, tacks, wire, cans or any other substances likely to injure any person, animal or vehicle upon such highway.
- B. Removal ~~O~~f Injurious Material: Any person who drops, or permits to be dropped or thrown, upon any highway any destructive or injurious material shall immediately remove the same or cause it to be removed.
- C. Removing Damaged Vehicle: Any person removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle.

D. Throwing Substances: No person shall throw any substance at a standing vehicle or any occupant thereof, nor shall any person throw any substance at a person on or adjacent to a highway. (1994 Code § 20-469)

E. Penalty: A violation of this section that DOES NOT results in collision or injury to either person or property shall have a maximum penalty of one hundred dollars (\$100.00) plus costs. A violation of this section that DOES result in collision or injury to either person or property shall have a maximum penalty of two hundred dollars (\$200.00) plus costs ~~A violation of this section has a maximum penalty of five hundred dollars (\$500.00) plus costs.~~

Section VIII: That Title 6, Chapter 7, Section 6-7-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-7-8: FUNERAL, OTHER PROCESSIONS:

A. Identification ~~of~~ Funeral Processions: The chief of police shall designate a type of identification which shall be employed to identify the vehicles in funeral processions.

B. Drivers ~~in~~ Funeral ~~or~~ ~~Other~~ Procession: The driver in a funeral or other procession shall drive as near to the right hand edge of the roadway as practical and follow the vehicle ahead as closely as is practical and safe.

C. Driving ~~Th~~rough Funeral ~~or~~ Other Procession; Exception: No driver of a vehicle shall drive between the vehicles comprising a funeral or other authorized procession while they are in motion and when such vehicles are conspicuously designated as required herein. This provision shall not apply at intersections where traffic is controlled by traffic control signals or police officers. (1994 Code §§ 20-470, 20-471, 20-472)

D. Penalty: A violation of this section has a maximum penalty of ~~seven hundred~~ two hundred fifty dollars (\$~~200~~~~750~~~~00~~) plus costs.

Section IX: That Title 6, Chapter 7, Section 6-7-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-7-9: VEHICLES ON SIDEWALKS:

No driver of a vehicle shall drive upon or park upon any sidewalk area, except at a permanent or temporary driveway. A violation of this section holds a maximum penalty of ~~seventwo~~ hundred ~~fifty~~ dollars (\$~~750~~~~200~~~~00~~) plus costs. (1994 Code § 20-473)

Section X: That Title 6, Chapter 7, Section 6-7-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-7-10: BOARDING OR ALIGHTING FROM MOVING VEHICLE:

- A. Boarding ~~Or~~ Alighting: No person shall board or alight from any vehicle while such vehicle is in motion.
- B. Allowing Person ~~To~~ Board ~~Or~~ Alight: No driver of any vehicle shall allow any person to board or alight from such vehicle while such vehicle is in motion. (1994 Code § 20-474)
- C. A violation of this section has a maximum penalty of ~~seventwo~~ hundred ~~ifty~~ dollars (\$~~200750~~.00) plus costs.

Section XI: That Title 6, Chapter 7, Section 6-7-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-7-11: IMPROPERLY RIDING ON VEHICLES:

- A. Riding ~~On~~ Portions ~~Of~~ Vehicles ~~Not~~ Intended ~~For~~ Passengers: No person shall ride on any portion of a vehicle not designed or intended for the use of passengers. This subsection shall not apply to any employee engaged in the necessary discharge of a duty or to persons riding within truck bodies in space intended for merchandise.
- B. Minors Riding ~~In~~ Beds ~~Of~~ Motor Vehicles: No person shall drive a motor vehicle upon a public highway, street or alley in which any person under the age of eighteen (18) is riding in or on the bed of the motor vehicle unless the bed is fully enclosed or the bed is equipped with a seat and a seat belt properly affixed to the bed and which is being used by said minor. This provision does not apply to drivers who are part of a permitted parade.
- C. Riding ~~In~~ ~~Or~~ ~~On~~ Tailgates: No person shall drive a motor vehicle upon a public highway, street or alley in which any person is riding in or on the tailgate of said vehicle. This provision does not apply to public service and public utility vehicles. (1994 Code §§ 20-475, 20-481, 20-482)
- D. A violation of this section has a maximum fine of twenty five dollars (\$25.00) plus costs.

Section XII: That Title 6, Chapter 7, Section 6-7-12 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-7-12: DRIVING THROUGH DRIVEWAYS, PARKING AREAS; CIRCLING:

- A. Prohibition: No person shall drive a motor vehicle through any public or private driveway, service area, or parking area, except for the purpose of obtaining service or merchandise on the premises.
- B. Exception: Nothing herein shall prohibit deliveries to the premises. (1994 Code § 20-476)

C. A violation of this section has a maximum penalty of ~~sevenone~~ hundred ~~ifty~~ dollars (\$~~100750~~.00) plus costs.

Section XIII: That Title 6, Chapter 7, Section 6-7-13 of the Enid Municipal Code, 2003, is hereby amended to read as follows

6-7-13: TRANSPORTATION OF OPEN CONTAINER OF ALCOHOL AND LOW POINT BEER:

A. Definitions:

ALCOHOLIC BEVERAGES: All beverages containing more than three and two-tenths percent (3.2%) alcohol by weight and all mixed beverage coolers, as defined in 37 Oklahoma Statutes section 506(21), regardless of percent of alcohol content.

BUS: A vehicle as defined in section 1-105 of title 47 of the Oklahoma Statutes chartered for transportation of persons for hire. It shall not mean a school bus, as defined by section 1-160 of title 47 of the Oklahoma Statutes, transporting children.

LIMOUSINE: A chauffeur driven motor vehicle, other than a bus or taxicab, as defined by section 1-174 of title 47 of the Oklahoma Statutes, designed and used for transportation of persons for compensation.

LOW POINT BEER: Shall mean and include all beverages containing more than one-half of one percent (0.5%) alcohol by volume, and not more than three and two-tenths percent (3.2%) of alcohol by weight, including, but not limited to, beer or cereal malt beverages obtained by the alcoholic fermentation of an infusion of barley or other grain, malt or similar products.

B. Transportation: No person shall knowingly transport in a moving vehicle upon a public highway, street or alley any alcoholic beverage or low point beer except in the original container which shall not have been opened and from which the original cap or seal shall not have been removed, unless the opened container be in the rear trunk or rear compartment which shall include the spare tire compartment in the station wagon or panel truck or any outside compartment which is not accessible to the driver or any other person in the vehicle while it is in motion.

C. Exception: The provisions of this section do not apply to the passenger area of buses or limousines; however, it shall be unlawful for the driver of the bus or limousine to consume or have in the driver's immediate possession, any intoxicating beverage or low point beer.

D. Fine: A violation of this section has a maximum penalty of two hundred dollars (\$200.00) plus costs for a first offense, a maximum penalty of three hundred dollars (\$300.00) plus costs for a second offense and a maximum penalty of five hundred dollars (\$500.00) plus

~~costs for a third and subsequent offense. This offense carries has a maximum fine of a fifty dollars (\$50.00) fine plus costs.~~(Ord. 2003-21, 10-21-2003)

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

Footnote 1: State law reference - similar provisions, 47 OS § 11-1101.

Footnote 2: State law reference - similar provisions, 47 OS § 11-1102.

Footnote 3: State law reference - similar provisions, 47 OS § 11-1104.

Footnote 4: State law reference - similar provisions, 47 OS § 11-1105.

Footnote 5: State law reference - similar provisions, 47 OS § 11-1107.

Footnote 6: State law reference - similar provisions, 47 OS § 11-1108.

Footnote 7: State law reference - similar provisions, 47 OS § 11-1109.

Footnote 8: State law reference - similar provisions, 47 OS § 11-1110.

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

Section XII: 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 XIII: 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 XIV: Codification. This ordinance shall be codified as Title 6, Chapter 7, Sections 6-7-1 through 6-7-13 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 3, ENTITLED "TRAFFIC CONTROL DEVICES," SECTIONS 6-3-4, 6-3-6 AND 6-3-10 THROUGH 6-3-11, TO DESCRIBE THE BEHAVIOR WITH TRAFFIC DEVICES AND THE ASSOCIATED PUNISHMENTS FOR VIOLATIONS 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 3, Section 6-3-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-3-4: OBEDIENCE TO DEVICES²:

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with the provisions of this title, unless otherwise directed by a crossing guard, traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle in this title. A violation of this subsection that DOES NOT result in damage to either property or person shall have a maximum penalty of fiveone hundred dollars (\$1500.00) plus costs. A violation of this subsection that DOES result in damage to either property or person shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. (1994 Code § 20-79)

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

6-3-6: TRAFFIC CONTROL SIGNAL LEGEND⁴:

A. Signal Indications: Whenever traffic is controlled by traffic control signals exhibiting different colored lights or colored lighted arrows successively one at a time, or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

1. Green Indication:

- a. Vehicular traffic facing a circular green signal, except when prohibited under subsection [6-1-12B](#) of this title, may proceed straight through or turn right or left unless a sign at such place prohibits either such turn, but vehicular traffic, including vehicles turning right or left, shall yield the right of way to other vehicles and to pedestrians lawfully within the intersection or on adjacent crosswalk at the time such signal is exhibited.
- b. Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may cautiously enter the intersection only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right of way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- c. Unless otherwise directed by a pedestrian control signal, as provided in subsection [6-3-7A](#) of this chapter, pedestrians facing any green signal, except when the sole green signal is a turn ~~arrow~~,[arrow](#) may proceed across the roadway within any marked or unmarked crosswalk.

2. Steady Yellow Indication:

- a. Vehicular traffic facing a steady circular yellow or yellow arrow signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter.
- b. Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian control signal as provided in subsection [6-3-7A](#) of this chapter, are thereby advised that there is insufficient time to cross the roadway before a red indication is shown, and no pedestrian shall then start to cross the roadway.

3. Steady Red Indication:

- a. Vehicular traffic facing a steady circular red signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection and shall remain standing until an indication to proceed is shown, except as provided in subsection A3b of this section.
- b. Except when a sign is in place prohibiting a turn, vehicular traffic facing any steady red signal may cautiously enter the intersection to turn right or to turn left from a one-way street into a one-way street after stopping as required by subsection A3a of this section. Such vehicular traffic shall yield the right of way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

- c. Unless otherwise directed by a pedestrian control signal as provided in subsection [6-3-7A](#) of this chapter, pedestrians facing a steady circular red signal alone shall not enter the roadway.

B. Application ~~Of~~ Provisions: In the event an official traffic control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable, except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the pavement indicating where the stop shall be made, but, in the absence of any such sign or marking, the stop shall be made at the signal. [A violation of this section shall have a maximum penalty of five hundred dollars \(\\$500.00\) plus costs.](#) (1994 Code § 20-81)

Section III: That Title 6, Chapter 3, Section 6-3-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-3-10: DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS OR MARKINGS⁹:

- A. Placement: No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be or is an imitation of or resembles an official traffic control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which projects any flashing or revolving beams of light, or which hides from view or interferes with the effectiveness of any official traffic control device or any railroad sign or signal.
- B. Exception: This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.
- C. Public Nuisance; Removal: Every such prohibited sign, signal or marking is hereby declared to be a public nuisance and the authority having jurisdiction over the highway is hereby empowered to remove the same or cause it to be removed without notice.
- D. Compliance ~~W~~with Manual: No sign shall be placed upon any street, alley or right of way that is not authorized by the manual on uniform traffic control devices. [A violation of this section shall have a maximum penalty of five hundred dollars \(\\$500.00\) plus costs.](#) (1994 Code § 20-86)

Section IV: That Title 6, Chapter 3, Section 6-3-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

6-3-11: INTERFERENCE WITH DEVICES, RAILROAD SIGNS OR SIGNALS¹⁰:

No person shall, without lawful authority, attempt to or in fact alter, deface, injure, knock down or remove any official traffic control device or any railroad sign or signal or any inscription, shield or insignia thereon, or any other part thereof. [A violation of this subsection shall have a maximum penalty of five hundred dollars \(\\$500.00\) plus costs.](#) (1994 Code § 20-87)

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

Footnote 2: State law reference - similar provisions, 47 OS § 11-201(a).

Footnote 3: State law reference - similar provisions, 47 OS § 11-201(b).

Footnote 4: State law reference - similar provisions, 47 OS § 11-202.

Footnote 9: State law reference - similar provisions, 47 OS § 11-206.

Footnote 10: State law reference - similar provisions, 47 OS § 11-207.

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

Section VI: 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 VII: 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 VIII: Codification. This ordinance shall be codified as Title 6, Chapter 3, Sections 6-3-4, 6-3-6 and 6-3-10 through 6-3-11 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED "ADMINISTRATION" CHAPTER 11, CURRENTLY ENTITLED "MUNICIPAL COURT," SECTIONS 1-11-18 THROUGH 1-11-20, TO GOVERN COURT APPEARANCES AND COMPLIANCE WITH THE COURT WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER CONTEMPT AGAINST THE COURT 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 1, Chapter 11, Section 1-11-18 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-11-18: FAILURE TO OBEY PROMISE OR NOTICE TO APPEAR:

- A. Written Promise To Appear: It shall be unlawful for any person to violate his written promise to appear in the municipal court given to an officer upon the issuance of any promise or notice to appear regardless of the disposition of the charge for which such promise or notice to appear was originally issued.
- B. Notice To Appear: It shall be unlawful for any person to fail to appear in the municipal court pursuant to any notice to appear.
- C. Appearance By Counsel: A written promise or notice to appear in the municipal court may be complied with by an appearance by counsel.
- D. Appearance Of Parent Of Minor Child: It shall be unlawful for the parent, legal guardian, or other adult person having the care and custody of a minor child who is charged with a violation of a municipal ordinance who has executed a written promise to appear or has received a notice to appear in the municipal court with said minor child to fail to so appear.
- E. Violation: Any person who shall violate this section shall be guilty of a misdemeanor, and upon conviction, shall be punished by a ~~fine not to exceed~~maximum fine of five hundred dollars (\$500.00) plus costs, and/or by imprisonment in the Garfield County

Detention Facility for a term of not more than sixty (60) days¹. (Ord. 2011-10, 7-19-2011)

Section II: That Title 3, Chapter 11, Section 3-11-19 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-11-19: FAILURE TO COMPLY:

- A. Prohibition: It shall be unlawful for any person to violate, disobey, or otherwise fail to comply with any order of the municipal court.
- B. Violation: Any person who shall violate this section shall be guilty of misdemeanor, and upon conviction, shall be punished by a ~~fine not to exceed~~maximum fine of five hundred dollars (\$500.00) plus costs, and/or by imprisonment in the Garfield County Detention Facility for a term of not more than sixty (60) days². (Ord. 2011-10, 7-19-2011)

Section III: That Title 1, Chapter 11, Section 1-11-20 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

1-11-20: CONTEMPT OF COURT:

- A. Prohibition: It shall be unlawful for any person to exhibit disorderly or insolent behavior during any session of the court, to refuse to be sworn as a witness, to refuse to answer any legal or proper question, to cause any breach of the peace, noise or disturbance which is so near the court as to interrupt its proceedings, to wilfully disobey any process or order lawfully issued or made by the court, or to wilfully resist the execution of a lawful order or process of the court.
- B. Violation: Any person who shall violate this section shall be guilty of a misdemeanor, and upon conviction, shall be punished by a ~~fine not to exceed~~maximum fine of five hundred dollars (\$500.00) plus costs, and/or by imprisonment in the Garfield County Detention Facility for a term of not more than sixty (60) days³. (Ord. 2011-10, 7-19-2011)

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

Footnote 1: State law reference Citation to Appear—Issuance-Summons – Failure to Appear, 22 O.S. 209; Failure to Obey Notice to Appear, 47 O.S. 16-112.

Footnote 2: State law reference – Definition of Direct Contempt and Indirect Contempt, 21 O.S. 565

Footnote 3: State law reference -- Definition of Direct Contempt and Indirect Contempt, 21 O.S. 565

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

Section V: 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 VI: 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 VII: Codification. This ordinance shall be codified as Title 1, Chapter 11, Sections 1-11-18 through 1-11-20 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, CREATING TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 2, ENTITLED "PARKS AND RECREATION," SECTION 7-2-4, TO PROHIBIT THE USE OF TOBACCO AND OTHER PRODUCTS IN PUBLIC PARKS; CREATING 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 2, ENTITLED "PARKS AND RECREATION," SECTION 7-2-5 TO PROVIDE FOR PENALTY; 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 7, Chapter 2, Section 7-2-4 of the Enid Municipal Code, 2003, is hereby created to read as follows:

7-2-4: PROHIBITED BEHAVIOR:

- A. No person shall use any form of tobacco product, including, but not limited to, cigarette, bidi, kretek, cigar, cigarillo, little cigar, pipe, dissolvable, snuff, dip, chewing tobacco, snus, hooka, tobacco rock or tobacco stone, in any public park.
- B. No person shall use any smokeless product, including, but not limited to, vapor, electronic cigarette, electronic hookah, smokeless cigarette, vapor rock, vapor stone, juice or cartridge pack, in any public park.

Section I: That Title 7, Chapter 2, Section 7-2-5 of the Enid Municipal Code, 2003, is hereby created to read as follows:

7-2-5: VIOLATION; PENALTY:

- A. A violation of this Chapter shall be punishable by a fine of not less than Ten Dollars (\$10.00) plus costs, nor more than One Hundred Dollars (\$100.00) plus costs.

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

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

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

Section VI: Codification. This ordinance shall be codified as Title 7, Chapter 2, Sections 7-2-4 and 7-2-5 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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 # _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-1 TO CORRECT GRAMMAR; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-2, TO CORRECT GRAMMAR, ADD TWO DEFINITIONS AND AMEND SEVERAL DEFINITIONS FOR CLARIFICATION; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-3 TO CORRECT GRAMMAR; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-4 TO CORRECT GRAMMAR, EXEMPT A-FRAME SIGNS FROM THE PERMITTING REQUIREMENT AND TO REINFORCE THE PROHIBITION ON PLACING SIGNS IN THE PUBLIC RIGHT OF WAY; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-5 TO CORRECT GRAMMAR, TO PROVIDE FOR A DISPLAY AREA THAT IS 10% LARGER IN SIZE THAN THE SIGN AREA, TO CLARIFY THE REQUIREMENTS FOR ALL SIGNS, TO CLARIFY THE CALCULATION OF SIGN AREA AND DISPLAY SURFACE AREA; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-6 TO CORRECT GRAMMAR, TO REFER TO ANOTHER SECTION TO DETERMINE MAXIMUM SQUARE FOOTAGE OF DISPLAY SURFACE AREA AND TO ALLOW A-FRAME SIGNS DOWNTOWN AND IN SHOPPING CENTERS; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-7 TO CORRECT GRAMMAR, TO REFER TO ANOTHER SECTION TO DETERMINE MAXIMUM SQUARE FOOTAGE OF DISPLAY SURFACE AREA AND CLARIFY CERTAIN REGULATIONS OF SIGNS; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-8 TO CORRECT GRAMMAR; AMENDING TITLE 11, ENTITLED ZONING, CHAPTER 13, ENTITLED SIGN REGULATIONS, SECTION 11-13-9 TO CORRECT GRAMMAR AND TO CLARIFY THE ELEMENTS AN APPLICANT IS REQUIRED TO MEET IN ORDER TO RECEIVE A VARIANCE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

Section I: That Title 11, Chapter 13, Section 11-13-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-1: PURPOSE AND OBJECTIVES:

- A. Purpose: Standards are herein provided for the purpose of extending land use regulations to the erection, construction, placement, replacement, display, location, and maintenance of signs and outdoor advertising media for the purpose of encouraging sound signing practices and lessening the objectionable effects of competitive signing.
- B. Objectives: The objectives (intent) of this eChapter shall be:
1. To enhance the aesthetic quality of life for the citizens of the eCity by promoting the reasonable, orderly, and effective display of signs.
 2. To prohibit signs and billboards which create blight on the community, reducing the value and desirability of surrounding property, inhibiting economic development by creating a negative visual image of the eCity.
 3. To preserve and protect private and public property values and civic beauty and prohibit signs and billboards which detract from this objective due to excessive size, height, number, or visual impact, or undesirable location, maintenance, mobility, spacing or illumination.
 4. To establish standards which will permit businesses a reasonable and equitable opportunity to advertise, but which will avoid excessive competition and clutter among sign displays.
 5. To increase the safety of the citizens in that unregulated advertising signs compete with official traffic signs for drivers' attention and thereby decrease the effectiveness of cautionary directional messages essential for the traveling public.
 6. To protect the general public from damage and injury which may be caused by the faulty and uncontrolled construction and use of signs within the eCity.
 7. To provide for special regulations in areas which by nature or location are unique to other areas of the eCity.
 8. To promote the general welfare of the eCity and its citizens by preserving the cultural and business significance and architecture of the eDowntown eDevelopment eDistrict of the eCity, by strengthening the visual identity of such eDistrict and to promote economic growth by encouraging a central and unique environment for marketing purposes.

9. To provide for the preservation and enhancement of the [h](#)Historic [p](#)Preservation [d](#)District and to further the national interest as it pertains to the preservation and enhancement of historic places.
10. To provide for an equitable mechanism whereby those signs which are nonconforming to this [e](#)Chapter can be removed.
11. To effectively use the [e](#)City's police power in determining that the community should be beautiful as well as healthy, spacious as well as clean, and well balanced as well as carefully patrolled.
12. To prohibit billboards/off premises signs within the corporate limits of the [e](#)City of Enid.
13. To promote and maintain the visual attractiveness for residents and visitors, as well as for commercial, industrial and professional businesses and other establishments, while maintaining economic stability. (Ord. 2012-02, 1-19-2012)

Section II: That Title 11, Chapter 13, Section 11-13-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-2: DEFINITIONS:

For the purposes of this [e](#)Chapter, the following terms shall have the meanings as hereinafter defined:

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

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

ADDRESS AND/OR NAMEPLATE SIGN: A sign identifying the [e](#)City assigned address number and/or name of the business or residential occupant.

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

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

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

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

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

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

BILLBOARD: An off premises object, device, display, sign, or structure, or part thereof, displayed outdoors or visible from a public right of way, which is used to advertise, identify, display, direct or attract attention to any message, idea, object, institution, business, organization, event, person, place, commodity, product, service, or entertainment conducted, sold, located, manufactured, used or offered at a location other than the premises on which the sign is located.

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

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

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

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

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

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

DISPLAY SURFACE AREA: ~~The net geometric area enclosed by the display surface of the sign including the outer extremities of all letters, figures, characters and delineations; provided,~~

~~however, display surface area shall not include the structural supports for freestanding signs if said structural supports are so arranged so as not to become a part of the attention attracting aspect of the sign; provided, further, that only one face of a "double faced sign" as defined herein shall be considered in determining the display surface area.4 That portion of the sign structure which is visible and viewed in the same plane as the sign face, and which is made an integral part or background of the display, shall be included in computing the total sign area. The display surface area is generally, but not always, the backdrop or structure against which the sign area is placed.~~

DOUBLE FACED SIGN: Any sign with more than one (1) display surface where only one (1) side is visible from any one (1) direction. With double faced signs, the full sign is counted as a single sign, instead of the individual faces of the sign being counted as separate signs.

ERECT: To construct or allow to be constructed.

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

FREESTANDING SIGN: An accessory sign which is attached to or a part of a completely self-supporting structure. The supporting structure is not attached to any building or any other structure and is anchored firmly to or below the ground surface. This sign is intended to identify an aggregate use of property or a primary use, which is the sole occupant of a building or property. See definitions of Ground Sign and Pole Sign.

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

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

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

GROUND SIGN: A sign characterized by construction of stone, concrete, metal, or brick, etc., set on a monument, ground mounted base directly and permanently attached to the ground and not attached to any other structures. Any post, pole, brace, column or other framework within a ground sign shall not be visible from the outside of such ground sign.

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

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

ILLUMINATED SIGN: Any sign which has characters, letters, figures, designs, or outlines illuminated by electric lights or luminous tubes, whether such sources of illumination are a part of a sign or not.

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

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

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

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

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

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

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

NIT: A brightness measurement of light whose standard is the amount of light that one (1) candle gives off in a square meter of area. The nit is a unit of measurement that is used for light given off in digital displays such as computer screens, video games, electronic signs and other visual appliances.

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

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

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

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

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

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

PARCEL OF LAND: For the purpose of calculating Street Frontage, Parcel of Land means a parcel of un-platted real estate or a platted lot. Where one (1) lot fully encompasses a building, only that lot will be used to calculate Street Frontage, even if adjacent lots are owned by the same person or entity. Where a building or attached structure permanently encroaches on a second lot, the lots will be combined to determine the Street Frontage.

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

POLE SIGN: A freestanding sign that is mounted on and/or supported by one (1) or more freestanding poles, column, upright, brace or other supports extended from the ground or from an object on the ground; provided that no part of the sign is attached to any part of the building structure, other sign, or any other fixture or structure. Pole signs shall have a minimum clearance of eight (8) feet between grade and the bottom edge of the sign.

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

PORTABLE SIGN: A sign designed to be removable from one (1) location to another and not permanently attached to the ground or to any immobile structure, the primary function of which is to provide advertisement of products or services in connection with a business or activity located on the site of the portable sign, or elsewhere. Portable signs may or may not be lighted internally, and may or may not be mounted on a chassis with tires or wheels for transport from one (1) place to another on a trailer or other wheeled devices. A-frames; menu and sandwich board signs; and balloons used as signs are other examples of portable signs. See also definition of Changeable Copy Sign; Reader Board.

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

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

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

REAL ESTATE SIGN: A temporary sign pertaining to the sale, rental, or lease of the lot or tract of land on which the sign is located, or to the sale, rental, or lease of one (1) or more structures.

ROOF SIGN: A sign which is erected, constructed, and maintained wholly upon or over the roof of any building, and with the principal support on the roof structure.

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

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

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

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

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

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

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

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

SIGN LOCATION: The site where one [\(1\)](#) or more freestanding sign structures may be erected.

SPECIAL EVENT SIGNS: A sign displayed for the sole purpose of drawing attention to an upcoming event or celebration. Some examples are streetlight banners, banners, streamers, etc.

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

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

STREET FRONTAGE: The full length of a parcel of land,

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

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

UNUSED SIGN: See definition of Abandoned Sign.

VARIANCE: A special ruling which does not require compliance with a specific portion of this [eChapter](#).

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

WALL SIGN: Any sign painted on, or attached to and erected parallel to, the face of, or erected and confined within the limits of, the outside wall of any building and supported by such wall or building, and which displays only one [\(1\)](#) advertising surface. For the purpose of this [eChapter](#), the term "wall sign" shall include awning and canopy, identification, marquee, and module signs.

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

WINDOW SIGN: Any sign painted on or placed inside or upon a window facing the outside and which is intended to be seen from the exterior. (Ord. 2012-02, 1-19-2012)

Section III: That Title 11, Chapter 13, Section 11-13-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

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

Electric signs and all permanent signs involving structural requirements of the building code shall be installed, repaired, altered, and serviced, only by a sign contractor licensed by the eCity, in accordance with the following provisions:

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

- G. Insurance: No sign contractor's license shall be issued until the applicant therefore shall have filed a certificate of insurance as proof of coverage for public liability and property damage in an amount not less than five hundred thousand dollars (\$500,000.00) for bodily injury or death of one (1) person in any one (1) accident; in an amount not less than twenty five thousand dollars (\$25,000.00) for personal injury or death to more than one (1) person in any one (1) accident; and in the amount of not less than ten thousand dollars (\$10,000.00) for property damage; all arising out of work performed under a contractor's license. Such insurance shall be kept in full force throughout the life of the license.
- H. Revocation of License: A sign contractor's license may be revoked or temporarily suspended by the eCode eOfficial upon notice in writing to the licensee if it is found that the license was issued on the basis of relevant information which was incorrect or misleading, or if the contractor has violated any provision of this sSection. Such revocation or suspension action shall be coordinated with the eCity's legal staff.
- I. Exemptions: The following persons or firms are not required to obtain a sign contractor's license or bond, but shall comply with all other provisions of this eChapter:
1. The manufacturer, assembler, or maker of prefabricated or preassembled sign parts, who does not perform operations other than sales within the eCity limits.
 2. Persons who erect and maintain a freestanding sign which is constructed entirely of masonry or wood materials, with non-illuminated sign copy attached to the sign. If the sign is indirectly lighted, all electrical work shall be performed by a licensed electrical contractor.
 3. Persons who paint a sign upon an existing building or sign structure, such sign consisting of no structural components.
 4. Persons who install, erect, move, or maintain a sign not requiring a permit, as exempted in sSubsections 11-13-4G and H of this eChapter. (Ord. 2012-02, 1-19-2012)

Section IV: That Title 11, Chapter 13, Section 11-13-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-4: PERMITS AND INSPECTIONS:

Except as otherwise exempted herein, it shall be unlawful to display, erect, rebuild, expand, or relocate any sign without first filing with the eCode eOfficial an application in writing, and obtaining a sign permit, in accordance with the following provisions. When a sign permit has been issued by the eCode eOfficial, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms or conditions of said permit without prior approval of the eCode

eOfficial. A written record of such approval shall be entered upon the original permit application and maintained in the files of the eCode eOfficial.

A. Application: The application for a sign permit shall be made by the owner or tenant of the property on which the sign is to be located, or his authorized agent, or a sign contractor licensed by the eCity. Such applications shall be made in writing on forms furnished by the eCode aAdministration eOffice and shall be signed by the applicant. The eCode eOfficial shall, within five (5) working days of the date of the application, either approve or deny the application or refer the application back to the applicant in any instance where insufficient information has been furnished. The application for a sign permit shall be accompanied by the following plans and other written information:

1. The name, address, and telephone number of the property owner and sign contractor including the contractor's license number.
2. Plans to scale showing the sign elevation indicating height, overall dimensions, colors, materials and illumination and wiring specifications.
3. A site plan indicating locations of all existing and proposed signs on the site, which includes signage of any type that may have received a permit but has not yet been erected. The site plan shall specify the height and overall dimensions for all existing and proposed signs on site.
4. A building facade outline or photograph indicating the location of any existing or proposed signs to be attached to the building, which includes signage of any type that may have previously received a permit but has not yet been erected.
5. The location by street address of the proposed sign structure.
6. A statement of valuation.
7. Signature of the applicant.

B. Fees: Any person, firm or corporation desiring a permit required by this eChapter shall, before receiving said permit, pay to the eCity a permit fee. For the purposes of calculating fees, "sign area" shall mean one (1) side of a double faced sign. A fee shall not be charged for voluntary modification of an existing nonconforming sign to bring such sign into conformance with this eChapter, although a permit must still be obtained for purposes of review to ensure compliance with this eChapter. The fee schedule will be as follows:

<u>Square Feet</u> <u>o</u> f Signage	
1 - 100	\$35 .00

101 - 200	50 .00
201 and above	65 .00

There will be an additional fee of \$25.00 per required inspection.

- C. Amendments: Approved amendments to permits involving changes in location, sign type, electrification, or increase in size, shall be subject to the fee requirement as if the amendment were a new permit.
- D. Inspection: All signs and operations requiring a permit shall constitute a new sign for the purpose of this eChapter. Footing inspections may be required on the day of excavation for all freestanding signs, and the permit holder or authorized agent shall notify the eCode eOfficial when any sign is complete and ready for final inspection. Electrical inspections may be required separate from structural inspection.
- E. Expiration: If construction of a sign is not commenced within one hundred twenty (120) calendar days of approval of the permit, the permit shall expire and construction may not occur without prior application for, and receipt of, a new permit. In the case of delays which are not a result of willful acts or neglect of the permit holder, the eCode eOfficial may grant an extension of time, provided all approvals thereof are in writing on the face of the permit. Permit fees shall not be refunded for any expired permit.
- F. Revocation Of Sign Permit: If the eCode eOfficial finds that work under any sign permit issued is not in accordance with the information supplied in the application or supplemental plans, or should there be any misrepresentation in connection with the application for the permit, the applicant shall be notified that the violation must be corrected within a specified period of time authorized by the eCode eOfficial. If such correction is not made, the eCode eOfficial shall revoke the permit and serve written notice thereof upon the applicant. No person shall proceed with any part of such work after such notice is received. Permit fees shall not be refunded for any revoked permit.
- G. Exemptions, Conditional: The following signs do not require a sign permit, unless such sign exceeds the standards specified below. Signs, which exceed the standards specified, shall be erected only by a licensed sign contractor.
 - 1. Official flags of government jurisdictions, or nonprofit political, civic, charitable, educational, or religious organizations. Any flag in excess of fifty ~~(50)~~-square feet (50 sq. ft.) in area and twenty feet (20') in height shall require a sign permit. Flags located in Residential Zoning districts shall not exceed thirty-five feet (35') in height. Flags located in all other Zoning districts shall not exceed the height limitations as specified in the air space control surfaces plan.
 - 2. Memorial signs or tablets, names of buildings and the dates erected, and other memorial signs or plaques commemorating a person, event, structure, or site,

when constructed of bronze or other noncombustible materials, when such signs do not exceed twenty ~~(20)~~-square feet (20 sq. ft.) in area.

3. Bulletin board signs, non-illuminated and not more than twenty ~~(20)~~-square feet (20 sq. ft.) in area, for a public, charitable, or religious institution, when located on the premises of that institution.

H. Exemptions: The following types of signs do not require a sign permit, and such signs shall not exceed the standards specified below:

1. Signs mounted inside buildings, not visible to pedestrians or motorists beyond the boundaries of the lot or parcel upon which they are located, or from any public right of way, parking area, or outdoor circulation area open to the public.
2. Street address numerals, which shall not exceed twenty ~~(20)~~-square feet (20 sq. ft.) in area.
3. Scoreboards in athletic facilities.
4. Directional signs displayed for the convenience of the public, including signs identifying entrance and exit drives, parking areas, one-way drives, restrooms, freight entrances, signs identifying parking spaces reserved for the handicapped, and other similar directional signs. Such signs shall be limited in area to ten ~~(10)~~ square feet (10 sq. ft.).
5. Public or noncommercial signs, including traffic control and street name signs, community service information signs, public transit service signs, public utility information signs, safety signs, danger signs, and all signs erected by a public officer in the performance of a public duty.
6. "No trespassing" signs or other such signs regulating the use of property (such as "no hunting, no fishing"). Such signs shall be no more than eight ~~(8)~~-square feet (8 sq. ft.) in size.
7. Construction signs identifying projects to be built and the project participants. Construction signs shall be limited to one (1) sign per lot frontage, and each sign shall not exceed fifty ~~(50)~~-square feet (50 sq. ft.) in sign area per sign in ~~R~~Residential ~~d~~Districts, or one hundred ~~(100)~~-square feet (100 sq. ft.) in sign area per sign in all other districts.
8. Real estate signs advertising the sale, lease or rental of property. No more than one (1) sign is permitted per street frontage or one (1) sign per six hundred linear feet (600' LF) and the signs shall be removed within three (3) days after the date the property is closed or leased. Real estate signs are limited to eight ~~(8)~~-square feet (8 sq. ft.) in residentially zoned areas and thirty-two ~~(32)~~-square feet (32 sq. ft.) in other zoning districts.

9. Home occupation signs or nameplates attached to the residential or accessory building, denoting only the name of the occupant and/or the service provided. Such sign shall not exceed four ~~(4)~~-square feet (4 sq. ft.) in area. Home occupation signs do not include temporary or permanent signs placed in the ground.
10. Vacancy signs for apartments, hotels and motels. Such signs shall not exceed ten ~~(10)~~-square feet (10 sq. ft.) in area, and hotel and motel signs may be illuminated, but may not flash, cause a glare or have motion or animated parts.
11. Temporary placards or posters (e.g., garage sale signs), limited in number to two (2) signs on the property involved and two (2) signs off the premises. Such signs shall not exceed four ~~(4)~~-square feet (4 sq. ft.) in area.
12. Signs in the nature of decorations, clearly customary, incidental, and commonly associated with national, local or religious holidays.
13. Political signs cannot be placed within three hundred feet (300') of a polling station on ~~e~~Election ~~d~~Day. Additionally, no signs, including political signs, may be placed in an public easement or right-of-way.
14. Menu signs at drive-through and drive-in restaurants, when not designed to be read from the public right of way, or to attract attention to the site from the right of way. Such signs may be illuminated.
15. The manufacturing, assembling, or making of prefabricated or preassembled signs or sign parts prior to installation or erection.
16. The changing of the advertising copy or message on an existing changeable copy sign or billboard.
17. The painting, repainting, cleaning or other normal maintenance and repair of a sign not involving structural changes.
18. Gas island signs. Such signs may be double sided, but shall not exceed thirty two (32) inches by forty eight (48) inches ~~(32" x 48")~~ and only one (1) per island may be present. Single sign may be a double faced sign.
19. Decorations.
20. Vance Air Force Base billboard signs located at 3300 East Garriott, 5700 South Van Buren, 4100 Pride Drive and 2800 South Cleveland. Such signs shall be limited in area to four hundred ~~(400)~~-square feet (400 sq. ft.), thirty five-feet (35') in height, and no part of the sign shall overhang the public right of way. Installation and structural changes are required to be performed by a bonded and licensed sign contractor. (Ord. 2012-02, 1-19-2012)

21.- A-frame signs.

Section V: That Title 11, Chapter 13, Section 11-13-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-5: GENERAL REGULATIONS ~~FOR ALL SIGNS~~: Unless otherwise provided in this Chapter, the following regulations apply:

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

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

B. Sight Triangle¹: No sign shall be located within a "sight triangle", as defined in ~~s~~Section 11-13-2 of this ~~e~~Chapter, except as specified below:

1. No portion of any sign other than the pole or column shall be permitted between the heights of three feet (3') and seven feet (7'), as measured from the street grade.

2. The area of the sight triangle shall be determined by the characteristics of the street, drive, alley, or railroad intersections by which the triangle is formed.
 - a. A ~~non~~uncontrolled intersection shall require a sight triangle, clear of sight impediments, measuring fifty feet (50') along the curb line of both streets.
 - b. A four-way controlled intersection shall require a sight triangle measuring twenty feet (20') along the curb line of both streets.
 - c. A two-way controlled intersection shall require a sight triangle measuring twenty feet (20') along the curb line of the controlled street and fifty feet (50') along the curb line of the ~~non~~uncontrolled street. If the non-controlled street has a posted speed limit in excess of thirty five (35) miles per hour, the sight triangle shall measure seventy feet (70') along the curb line.
 - d. The intersection of a drive or alley and a street shall require a sight triangle measuring twenty feet (20') along the drive or alley and fifty feet (50') along the street. If the posted speed limit on the street is in excess of thirty five (35) miles per hour, the sight triangle shall measure seventy feet (70') along the curb line.
 - e. The intersection of a street and a railroad shall require a sight triangle measuring seventy feet (70') along the railroad right of way line and fifty feet (50') along the curb line of the street.
- C. Maintenance: Every sign, including those for which permits or for which no permits or fees are required, shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of defective parts, painting, cleaning, and other acts required for the maintenance of said sign. All freestanding signs and the premises surrounding the same shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds. The owner of a sign not maintained in a safe, presentable, and good structural condition shall be notified in writing from the eCode eOfficial and shall have thirty (30) days to bring the maintenance of the sign up to compliance with this eChapter.
- D. Sign Identification: Every sign requiring a permit shall show the permit number in a conspicuous place thereon which is visible to the eCode eOfficial and is readable by the eCode eOfficial from the ground. Said permit number shall be placed, attached, or painted, on the sign by the sign contractor.
- E. Unsafe Signs: Any sign in a dangerous or defective condition, as determined by the eCode eOfficial, shall be repaired or removed immediately by the owner. Should any sign become unsafe or in any way pose a public danger in the opinion of the eCode eOfficial, the owner of the sign or the persons responsible for the maintenance of the sign shall, upon written notice of the eCode eOfficial, forthwith in the case of immediate

danger and in any case within ten (10) days, secure the same in a manner to be approved by the [eCode](#) [eOfficial](#) in conformity with the provisions of this [eChapter](#) or remove such sign. If such order is not complied with within ten (10) days, the [eCode](#) [eOfficial](#) shall remove such sign at the expense of the owner or lessee.

F. Abandonment: If a sign advertises a business, time, event, purpose, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be considered abandoned and shall, within thirty (30) days of such abandonment, be removed by the sign owner, owner of the property where the sign is located, or other party having control over such sign.

1. If the message portion of the sign is removed, leaving only the supporting "shell" of a sign or the supporting braces, anchors or similar components, the owner of the sign or the owner of the property where the sign is located or other person having control over such sign shall, within one hundred eighty (180) days of the removal of the message portion of the sign, either replace the entire message portion of the sign with a blank sign cover or remove the remaining components of the sign. This [s](#)Subsection shall not be construed to prevent the changing of the message of a sign.

2. If the projecting or wall sign from a business has been removed leaving a shadowing affect behind on the building, the owner must power wash to remove the shadowing from the previous sign or paint the building to cover the shadowing from the previous sign within thirty (30) days.

3. Signs that have been abandoned while the business is still in operation must remain maintained and in good condition. If the sign is abandoned and unused for more than two (2) years the owner may be required to remove the sign².

4. Before a new sign permit will be issued, all previous signage from the previous owner or occupant must be removed. This includes any shadowing that is left behind once the sign has been removed. If the wall has been painted with logos or specific markings consistent with a particular business that must also be neutralized before a new permit will be issued.

G. Electrical Code Requirements:

1. All signs shall comply with applicable provisions of the [i](#)International [b](#)Building [e](#)Code and the [e](#)Electrical [e](#)Code of the [e](#)City in effect at the time the sign is erected.

2. No sign shall have an overhead electrical system.

H. [Sign](#)/Display Surface Area:

1. Unless otherwise outlined in this Chapter, the Total aggregate sign Area and display surface area For All Signs for a property shall be as follows:

a. The total ~~display surface~~sign area for the aggregate of all signs on site that may be permitted for any individual property shall be one square foot (1 sq. ft.) of ~~display~~sign-area for each linear foot of street frontage up to two hundred linear feet (200' LF).

b.- The total display surface area for the aggregate of all signs on site that may be permitted for any individual property shall be one point one square foot (1.1 sq. ft.) of display surface area for each ~~linear foot of street frontage up to two hundred feet (200')~~square foot of allowable sign area.

c. a.- If the street frontage exceeds two hundred linear feet (200' LF), then for each additional fifty feet (50') of street frontage the business will be allowed an additional five ~~(5)~~-square feet (5 sq. ft.) of signage.

(1) Example: Business has five hundred linear feet (500' LF) of linear feet of street frontage, minus the calculated two hundred ~~(200)~~ linear feet (200 LF) of street frontage. The business has an additional three hundred ~~(300)~~-linear feet (300 LF) of street frontage, divided by fifty (50) which equals six (6). Then multiply six (6) times five (5) to get an additional thirty ~~(30)~~-square feet (30 sq. ft.) of signage allowed for that business. The total sign area allowed is two hundred thirty square feet (230 sq. ft.)

(2) Example: Business above is allowed two hundred thirty square feet (230 sq. ft.) of sign area. Multiply the sign area by 110%. This business is authorized two hundred fifty-three square feet (253 sq. ft.) of display surface area.

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

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

(2)- In the case of an irregularly shaped sign or a sign with letters and/or symbols directly affixed to the wall of a building, the area of the sign shall be the entire area within a single continuous rectilinear perimeter of not more than eight (8) straight lines enclosing the extreme limits or writing, representation, emblem or any figure of similar character, together with any material or color forming an integral part or background of the display or used to

differentiate such sign from the backdrop or structure against which it is placed.

(3)- That portion of the sign structure which is visible and viewed in the same plane as the sign face, and which is made an integral part or background of the display, shall be included in computing the total display surface area.

(4)- Where a sign has two (2) or more display faces, the area of all faces shall be included in determining sign area. Display faces must not oppose one another by more than 90 degrees.

(5)- The total sign area of multiple-unit signs shall include the vertical and horizontal spacing between the letters which comprise the word or words that convey the sign's message.

(6)- Street or building frontage used as the basis of determining permitted sign area for one (1) building or use shall not be used again as the basis for determining the permitted sign area for another building or use.

(7)- All riders or attachments to signs or sign structures (whether temporary or permanent) shall be included as part of the total sign area for the sign to which they are attached.

b. If a property abuts on two (2) or more streets, each side shall be considered separately as frontage when determining the permitted display surface area.

2. Shopping Centers:

a. One (1) freestanding or ground sign shall be allowed on the primary frontage and one (1) freestanding or ground sign shall be allowed on each secondary frontage to identify the entire complex and the stores within the complex. Total sign area for the overall complex may not exceed one square foot (1 sq. ft.) of ~~display~~sign area and one point one square feet (1.1 sq. ft.) of display surface area for each linear foot of street frontage up to two hundred linear feet (200' LF). As described in ~~s~~Subsection H1 of this ~~s~~Section if the shopping center has over two hundred ~~(200)~~linear feet (200 LF) of street frontage they will be allowed an additional five ~~(5)~~ square feet (5 sq. ft.) of signage for each fifty ~~(50)~~linear feet (50 LF) of street frontage they have.

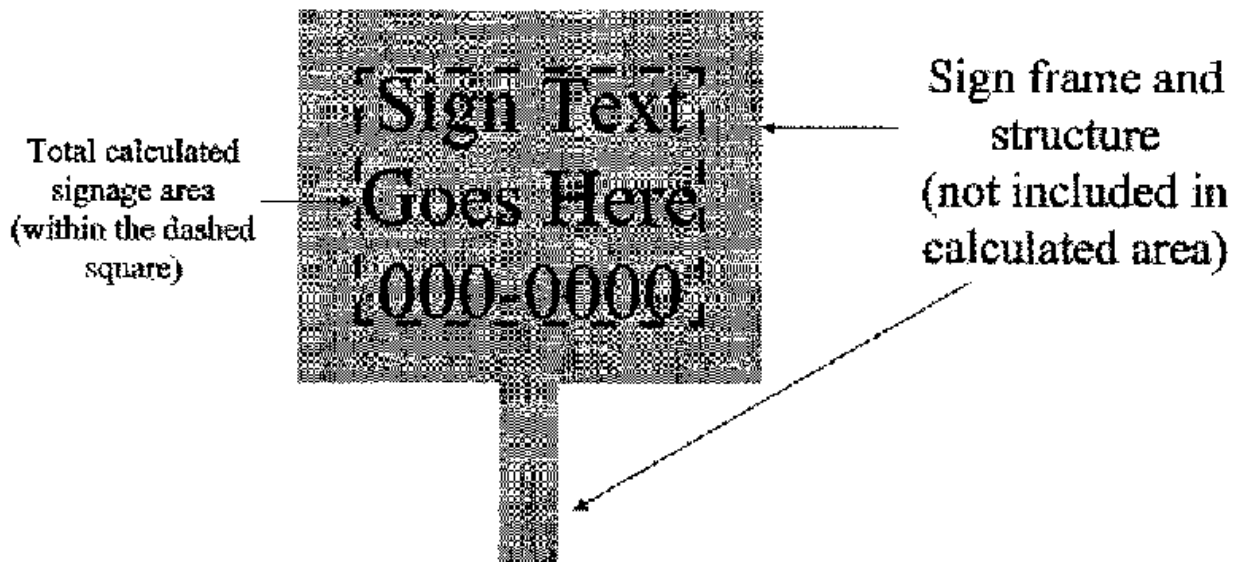
b. Signs shall be allowed for each tenant not to exceed one square foot (1 sq. ft.) of sign area for each linear foot of store frontage occupied. Each tenant shall be allowed a minimum of fifteen ~~(15)~~square feet (15 sq. ft.) of sign

area and a maximum of two hundred ~~(200)~~-square feet (200 sq. ft.) of sign area. If a tenant occupies a corner space, the sign area allowed shall apply to each frontage. Permanent window signage will be calculated into the total allowable signage.

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

c. The maximum signage allowed on windows for temporary signage shall not exceed forty percent (40%). This percentage will not be calculated into the total allowable signage area. Tenant is only allowed four (4) window permits per year not to exceed one (1) month each.

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



I. Construction Code Requirements:

1. Compliance Required: Generally, all signs shall comply with the applicable current bBuilding and eElectrical eCodes of the eCity.
2. Design Aand Construction: All signs shall be designed and constructed to withstand wind pressures applied to the exposed area, allowing for wind in any direction.

3. Excavation And Concrete Foundations: All foundations shall conform with the building code. Where foundation details have been presented or required by the eCode eOfficial, each excavation shall be completed as shown on the drawing with reinforcing steel in place. The eCode eOfficial shall be notified immediately and no concrete shall be poured until the excavation and reinforcing steel have been inspected by the eCode eOfficial.
4. Supports: The use of used pipe or structural sections as columns will be permitted when approved by the eCode eOfficial.

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

1. A-frame signs (except as allowed in the Downtown Development District and in shopping centers).
2. Flashing signs utilizing intermittent bulbs or tubes in excess of thirty (30) watts.
3. Parapet and roof signs.
4. Portable signs.
5. Strobes visible from the street.
6. Pallet signs.
7. Billboards and off premises signs.
8. Balloon and other blow-up signs.
9. Vehicle signs.
10. Temporary signs with the exception of special events and temporary signs that receive proper permitting. (Ord. 2012-02, 1-19-2012)

Section VI: That Title 11, Chapter 13, Section 11-13-6 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

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

This sSection identifies the signs allowed within specific zZoning dDistricts and in special areas, along with special standards and procedures additional to those specified in sSection 11-13-7 of this eChapter.

A. Allowance By Zoning District:

1. Residential Zoning Districts (R-1, R-2, R-3, R-4, R-4A, R-5, R-6, R-7): The only signs permitted in ~~r~~Residential ~~z~~Zoning ~~d~~Districts are identification signs for buildings, subdivisions, residences, or other permitted uses as well as decorations. Any wall signs or ground signs constructed in a ~~r~~Residential ~~z~~Zoning ~~d~~District must have a permit; this permit will be at no cost to the subdivision.
 - a. Intermittent lighting of identification signs shall be prohibited in ~~r~~Residential ~~d~~Districts.
 - b. Single-family and duplex lots shall be permitted one (1) wall sign to identify the family name, property name or street address, not to exceed three ~~(3)~~ square feet (3 sq. ft.) in area for lots less than one (1) acre and not to exceed six ~~(6)~~ square feet (6 sq. ft.) for lots over one (1) acre.
 - c. Residential subdivisions shall be permitted one (1) ground sign or one (1) wall sign mounted on a subdivision screening wall for identification of the subdivision for each street entry providing access to the subdivision. For the purposes of this ~~s~~Section, identical subdivision identification signs on both sides of the access street shall be considered one (1) sign as long as they are not double faced and /or visible from both directions of traffic.
 - d. Multi-family developments shall be permitted one (1) ground sign or one (1) wall sign for identification of the development for each street entry. For the purpose of this ~~s~~Section, identical development identification signs on both sides of the access street shall be considered one (1) sign as long as they are not double faced and /or visible from both directions of traffic. One (1) "for lease" wall sign with a maximum sign area of six ~~(6)~~ square feet (6 sq. ft.) for each street entry shall also be permitted.
2. Commercial Office Zoning District (C-O): The purpose of sign~~ageing~~ in the ~~e~~Commercial ~~o~~Office ~~d~~District is for the identification of business establishments and services available on the premises. Only the following types of signs are permitted in the ~~e~~Commercial ~~o~~Office ~~d~~District:
 - a. Freestanding sign.
 - b. Projecting sign.
 - c. Wall sign.
 - d. Window sign.
 - e. Wind resistant or "swinger" signs.
 - f. Ground sign.

3. Planned Business Center (C-2): The purpose of signage in the Planned Business Center District is for the identification of businesses, services and products available on the premises. Signs in this District should be aggregately displayed on one (1) or more varying types of signs, identifying the individual businesses located within a shopping center, or the shopping center name itself.
 - a. Only the following types of signs are permitted in the Planned Business Center District:
 - (1) Freestanding sign.
 - (2) Projecting sign.
 - (3) Wall sign.
 - (4) Window sign.
 - (5) Wind resistant or "swinger" signs.
 - (6) Ground sign.
4. Retail Commercial Districts (C-1, C-3, C-4): The purpose of signing in Retail Commercial Districts is for the identification of business establishments, services, and products available on the premises.
 - a. Only the following types of signs are permitted in the Retail Commercial Districts:
 - (1) Freestanding sign.
 - (2) Projection sign.
 - (3) Wall sign.
 - (4) Window sign.
 - (5) Wind resistant or "swinger" signs.
 - (6) Ground sign.
5. Industrial Zoning Districts (I-1, I-2, I-3): The purpose of signing in industrial areas is for the identification of the various manufacturing, assembling, warehousing, and services located on the premises.

a. Only the following types of signs are permitted in the Industrial Zoning Districts:

- (1) Freestanding sign.
- (2) Projecting sign.
- (3) Wall sign.
- (4) Window sign.
- (5) Wind resistant or "swinger" signs.
- (6) Ground sign.

6. Agricultural District (A): The only signs permitted in the Agricultural District are identification signs of residences, farms, agricultural related uses, and other permitted uses as well as decorations.

a. Intermittent lighting of identification signs shall be prohibited in the Agricultural District.

b. Only the following types of signs are permitted in the Agricultural Zoning Districts:

- (1) Ground sign.
- (2) Wall sign.

c. The following standards and procedures for Agricultural Zoning Districts must be met in addition to those outlined in Section 11-13-7 of this Chapter:

- (1) Only one (1) such sign shall be permitted for each street frontage.
- (2) All signs shall be for on premises use only.
- (3) No individual sign shall exceed a maximum height of ten feet (10') and a maximum sign area of forty-eight ~~(48)~~-square feet (48 sq. ft.).

7. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

B. Allowance By Special Areas: Because of their unique character, there are "special areas" in which specific regulations and procedures are established which provide for

regulation of a greater degree than found elsewhere in this ~~e~~Chapter. The special areas and their regulations are as follows:

1. Planned Unit Development (PUD): The ~~p~~Planned ~~u~~Unit ~~d~~Development is designed to provide for small and large scale developments incorporating a single type or a variety of land uses which are planned and developed as a unit. When land is being considered for development under the provisions of the ~~p~~Planned ~~u~~Unit ~~d~~Development ~~z~~Zoning ~~d~~District, the sign program for the ~~d~~Development shall be considered as part of the review process for the total project. Only the following signs are permitted within a ~~p~~Planned ~~u~~Unit ~~d~~Development:

a. Residential PUD: Accessory commercial signs shall be limited to one (1) nameplate of not more than sixteen ~~(16)~~-square feet (16 sq. ft.), flat against a building wall, and shall not be animated, flashing, or have other than indirect illumination. In addition to the above, window signs painted on the surface of, or located on, ~~the interior display~~ window are permitted and the aggregate of such window signs shall be limited to twenty percent (20%) of the entire window display surface area. Neon lighting is acceptable only as a window sign.

b. Nonresidential PUD:

(1) Sign ~~Display~~ Area:

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

(i) If not more than one (1) sign is erected, one square foot (1 sq. ft.) of ~~display surface~~sign area per each linear foot of street frontage; provided, that only arterial ~~s~~Street ~~f~~Frontage shall be used in the computation of ~~display surface~~sign area for lots that abut more than one (1) street.

(a) If the street frontage exceeds two hundred ~~(200)~~-linear feet (200 LF), the business is allowed to have an additional five ~~(5)~~-square feet (5 sq. ft.) of signage for each additional fifty ~~(50)~~-linear feet (50 LF) of street frontage in excess of two hundred ~~(200)~~ linear feet (200 LF).

(ii) If more than one (1) sign is erected, ~~five-tenths (0.5)~~one half square foot (1/2 sq. ft.) of ~~display surface~~sign area per linear foot of street frontage; provided, that only arterial street frontage shall be used in the computation of ~~display surface~~sign area for lots that abut more than one (1) street.

(a) If the street frontage exceeds four hundred ~~(400)~~ linear feet (400 LF) the business is allowed to have an additional five ~~(5)~~ square feet (5 sq. ft.) of signage for each additional fifty ~~(50)~~ linear feet (50 LF) of street frontage in excess of four hundred ~~(400)~~ linear feet (400 LF).

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

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

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

(B) Signs shall not exceed twenty~~–~~five feet (25') in height, except a sign, when located behind the building setback line, may exceed twenty~~–~~five feet (25'), but shall not exceed thirty feet (30') in height.

(C) In addition to the wall signs permitted in ~~s~~sSubsection B1b(2) of this ~~s~~sSection, and in addition to the business signs permitted in this ~~s~~sSubsection B1b(3), a lot containing four (4) or more business establishments may erect one (1) sign for each arterial street frontage identifying the commercial or industrial complex and individual tenants therein, not exceeding ~~in the an~~ aggregate ~~display sign~~sign area of one square foot (1 sq. ft.) per four ~~feet (4') of~~ linear ~~feet (4 LF) of~~ arterial street frontage. The calculation for the signage for the complex will be separate from each individual lot within the PUD. The complex signage may not exceed two hundred ~~(200)~~ square feet (200 sq. ft.) of signage.

2. Downtown Development District:

a. The "Downtown Development District" shall be defined as that portion of the Central Business District bounded by Adams Street on the west, Elm Avenue on the north, the railroad tracks on the east and a line contiguous with the centerline of the east-west alley in Block 4, Southside Addition extended east to the railroad tracks and west to closed Adams Street on the south.

b. The following regulations shall apply to all signs located within the ~~d~~Downtown ~~d~~Development ~~d~~District:

(1) Sign Types Permitted ~~O~~on Buildings:

(A) Only wall and projecting signs, as defined in ~~s~~Section 11-13-2 of this ~~e~~Chapter, shall be allowed to be placed on or attached to any building in the ~~d~~Downtown ~~d~~Development ~~d~~District.

(B) All wall signs shall be located, as best as is possible, on the structure to complement the overall facade composition.

(C) All wall signs shall be located within the clerestory band between the first and second stories of the structure or may be used as a kick plate below the window display surface area and be mounted so as not to obscure architectural detail. Wall signs shall be limited in size to thirty percent (30%) of the building facade to which the signs are attached.

(D) Projecting signs shall be located on the first story only and shall be limited to ~~five tenths (0.5)~~one half square foot (1/2 sq. ft.) of ~~surface sign~~ area per linear foot of the building facade to which it is attached. The maximum ~~display sign~~ area permitted for any projecting sign shall not exceed ~~thirty-two (32)~~ square feet (32 sq. ft.).

(E) No projecting sign shall extend more than four feet (4') from the building facade to which it is attached. If the facade measures less than fifty feet (50') in width, such sign shall not extend more than one foot (1') per twelve and ~~five tenths~~one half (~~12.5~~) linear feet (12.5 LF) of building width.

- (F) A projecting sign shall not be permitted on any building facade to which a wall sign is attached.
 - (G) All signs shall be aligned as much as possible along the single block to form a unifying pattern.
 - (H) Nothing contained herein shall prohibit the placement of noncommercial handbills or similar printed material temporarily displayed for public information purposes.
 - (I) All signs which are illuminated shall be indirectly lighted, or, if internal light sources are used, only the letters and not the background shall be illuminated; except for those properties which directly abut upon Owen K. Garriott Road, in which case, internal light sources may illuminate the background. Electrical signs which overhang pedestrian walkways shall have a minimum clearance of nine feet (9') between grade and the bottom edge of the sign.
 - (J) A-frame signs are allowed ~~only~~ within the ~~d~~Downtown ~~d~~Development ~~d~~District, but shall not be left outdoors except during business hours. These signs may not inhibit the flow of pedestrian traffic throughout the ~~d~~Downtown ~~d~~Development ~~d~~District or inhibit the flow of vehicular traffic in any way.
 - (K) No balloon ~~or other blow up~~ signs of any type are allowed within the ~~d~~Downtown ~~d~~Development ~~d~~District.
- (2) Flashing Signs: No person, corporation or entity shall place or cause to be placed any sign using flashing, pulsating, blinking, glaring or intermittent lighting in the ~~d~~Downtown ~~d~~Development ~~d~~District, except signs which display time, temperature and other general advertising information as long as the information is displayed for a minimum of three (3) seconds before changing.
- (3) Freestanding Signs:
- (A) All freestanding signs are limited to a maximum of twenty feet (20') in height. The ~~area of such signs area~~ shall be limited to one square foot ~~(1 sq. ft.) of sign area~~ per ~~one~~ linear foot of street frontage.
 - (B) Those properties which directly abut upon Owen K. Garriott Road shall be permitted freestanding signs; Unless otherwise provided in this Chapter, freestanding

signs shall be limited in size to no more than one square foot (1 sq. ft.) of sign ~~display surface~~ area per each linear foot of Owen K. Garriott Road frontage. Such signs shall be limited in height to no more than twenty-five feet (25') and may not exceed two hundred (~~200~~) square feet (200 sq. ft.) in sign area.

(4) Window Signs:

(A) All window signs are limited to covering a maximum of twenty percent (20%) of the overall display surface area of windows.

(5) Restoration: A sign equal to or more than fifty percent (50%) damaged or destroyed may be replaced or reconstructed to conform to this ~~title~~. A sign less than fifty percent (50%) damaged or destroyed may be replaced or reconstructed to its original condition at the option of the owner of the sign, except freestanding signs which overhang or encroach into any right of way or sight triangle.

3. Historic Preservation (HP) District (~~HP~~):

a. The purpose of the ~~Historic Preservation District~~ is to designate, preserve, protect, and enhance those structures and ~~districts~~ which reflect outstanding elements of the ~~City's~~ heritage.

b. Sign applications shall be reviewed by the applicable ~~Historic Preservation District Commission~~ before a permit issues. Provided however, if the ~~Commission~~ fails to act within sixty (60) days, the approval process may be completed without the ~~historic preservation district Commission's~~ input. (Ord. 2012-02, 1-19-2012)

4. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

Section VII: That Title 11, Chapter 13, Section 11-13-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-7: SIZE, LOCATION AND OTHER RESTRICTIONS: Unless otherwise provided in this Chapter, the following regulations apply:

A. Freestanding Signs (Pole): Unless otherwise specified in ~~s~~Subsection 11-13-6B of this ~~e~~Chapter and in accordance with ~~s~~Subsection 11-13-5H of this ~~e~~Chapter, the following standards shall apply to all freestanding signs:

1. Height: No freestanding sign shall exceed thirty feet (30') in height.
2. Clearance: All signs shall provide adequate free clearance so as not to inhibit the orderly flow of pedestrian traffic.
 - a. Electrical signs, which overhang a pedestrian walkway, shall be mounted such that the bottom edge of the sign face is a minimum of nine feet (9') above grade. Nonelectrical signs shall maintain eight feet (8') of clearance.
 - b. No freestanding sign shall be permitted to overhang any easement, right of way, or vehicular drive.
3. Sign ~~Display~~ Area: Unless otherwise specified in ~~s~~Subsections 11-13-6B and 11-13-5H of this ~~e~~Chapter, the ~~display surface~~sign area for any individual freestanding sign shall be determined as follows:
 - a. The maximum sign area shall be one hundred and thirty square feet (130 sq. ft.).
 - ab. A corner lot, which contains less than or equal to two hundred linear feet (200 LF') of street frontage shall not be permitted more than one (1) freestanding sign.
 - bc. If the corner lot contains more than two hundred linear feet (200 LF') of street frontage, it ~~shall not be permitted more than one freestanding sign, but may receive an additional ground sign. These signs cannot exceed the sign display area outlined in subsection 11-13-5H of this chapter. The business~~ may be permitted one (1) freestanding sign along one (1) street and one (1) ground sign ~~that are located along each~~along the other street or one (1) freestanding sign or one (1) ground sign that is located at the corner.
 - ed. Any business with single street frontage shall not be permitted more than one (1) freestanding sign, no matter what the calculated linear frontage of the property may be.
4. Sign Spacing: ~~The allowable sign display area shall be utilized for only one sign. However, n~~No sign shall be placed within one hundred feet (100') of another sign located at an adjacent business or property.
5. Changeable Copy Sign: A changeable copy sign may be permitted as an integral part of a freestanding sign.
 - a. Where changeable copy is an integral part of a freestanding sign, Tthe maximum display area for any such sign shall be thirty-two (32) square

feet (32 sq. ft.). The ~~display-sign~~ area shall not be included when computing the total sign ~~display~~ area for a property.

- b. Signs in excess of thirty-two ~~(32)~~ square feet (32 sq. ft.) of display surface area may be permitted when the entire freestanding sign is changeable copy, but all square footage of ~~sign~~ display surface area ~~in excess of thirty two (32) square feet~~ shall be included when computing the total sign ~~display~~ area for a property.
- c. All signs shall provide adequate free clearance as specified in ~~s~~Subsection A2 of this ~~s~~Section.
- d. The sign message must be displayed for a minimum of three (3) seconds and shall not have movement, or the appearance of an optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.

6. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

B. Wall Signs (Awning, Canopy, Identification, Signs Painted ~~On~~ On the Wall, Marquee ~~And~~ And Module): Unless otherwise specified in ~~s~~Subsection 11-13-6B of this ~~e~~Chapter and in accordance with ~~s~~Subsection 11-13-5H of this ~~e~~Chapter, the following standards shall apply to all wall signs:

1. Sign ~~Display~~ Area: ~~In addition to the freestanding signs permitted in subsection A of this section, t~~The combined total ~~display surfacesign~~ area permitted for wall signs shall not exceed thirty percent (30%) of the building facade to which the signs are attached. The "area of the building facade" is defined as the total square footage of the outside wall to which a sign is attached or painted on.
2. Extension: Wall signs shall not extend beyond the outside perimeter of the building to which they are attached.
 - a. A wall sign shall be permitted to extend up to eighteen inches (18") over any public right of way, alley, easement or vehicular driveway.
3. Clearance: Electrical signs overhanging pedestrian walkways shall have a minimum clearance of nine feet (9') between grade and the bottom edge of the sign. Nonelectrical signs shall maintain eight feet (8') of clearance.
4. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

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

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

~~a. The maximum display surface area for any individual sign shall be forty feet (40').~~

2. Number Permitted: Only one (1) projecting sign shall be permitted for any individual building or occupancy.

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

3. Extension; Clearance: A projecting sign may be permitted to extend up to eight feet (8') from the building to which it is attached. If the building is located on the property line, the sign may be permitted to extend up to eight feet (8') over any public right of way, easement or vehicular driveway, but no closer than two feet (2') from the curb of any public street or other right of way; nor more than two (2) feet (2') over any alley.

a. An electrical sign, which overhangs a pedestrian walkway, shall have a minimum clearance of nine feet (9') between grade and the bottom edge of the sign. Nonelectrical signs shall maintain eight feet (8') of clearance.

4. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

D. Billboards; Off Premises Signs:

1. Regulations; Billboards: The following regulations shall apply to the dimensions and location of billboards:

a. Height: The maximum height of any billboard shall not exceed thirty-five feet (35').

b. Width: The maximum width of any sign shall not exceed fifty feet (50').

c. Sign ~~Display~~-Area: The maximum ~~display surface~~sign area for any individual sign structure~~billboard~~ shall not exceed four hundred (400) square feet (400 sq. ft.). The maximum sign area for any individual sign structure permitted in sSubsection 11-13-6A5, "Industrial Zoning Districts

(I-1, I-2, I-3)", of this ~~e~~Chapter shall not exceed two hundred ~~(200)~~-square feet (200 sq. ft.).

- d. Setbacks: No sign shall be located less than twenty~~---~~five feet (25') from any property line abutting a street.
- e. Clearance: All signs shall provide adequate free clearance as not to inhibit the orderly flow of pedestrian and vehicular traffic.
 - (1) There shall be maintained a minimum nine ~~foot-feet~~ (9') clearance between the grade and the bottom of the display surface area.
 - (2) No signs shall be permitted to overhang any vehicular drive.
- f. Location: Where permitted by ~~z~~Zoning ~~e~~District, billboards shall be located only along state or federal highways within the ~~e~~City, except those signs permitted in ~~s~~Subsection 11-13-6A5 of this ~~e~~Chapter.
- g. Number ~~O~~of Permitted Signs: A maximum of four (4) billboard structures shall be permitted per mile of highway frontage. Each side of the highway shall be considered separately.
- h. Separation: A minimum five hundred ~~foot-feet~~ (500') separation shall be maintained between each sign.
- i. Color: The back of any ~~b~~Billboard and any unused face of a ~~b~~Billboard must be painted a neutral color. Muted colors are considered whites, browns, blacks, grays and greens.
- j. Prohibited Billboards:
 - (1) Animated and moving billboards, including, but not limited to, changeable copy signs, pennants, flags, banners, streamers, propellers, disks and searchlights.
 - (2) Flashing billboards.
 - (3) Glaring billboards.
 - (4) Inflatable billboards and objects.
 - (5) Roof billboards.

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

- a. Height: The maximum height of any off premises sign shall not exceed thirty feet (30').
 - b. Width: The maximum width of any sign shall not exceed ten feet (10').
 - c. Sign ~~Display~~-Area: The maximum ~~display surface~~sign area for any individual sign ~~structure~~ shall not exceed two hundred ~~(200)~~ square feet (200 sq. ft.). The maximum sign area for any individual sign ~~structure~~ permitted in ~~s~~Subsection 11-13-6A5, "Industrial Zoning Districts (I-1, I-2, I-3)", of this ~~e~~Chapter and in accordance with ~~s~~Subsection 11-13-5H of this ~~e~~Chapter shall not exceed one hundred square feet (100 sq. ft.).
 - d. Setbacks: No sign shall be located less than twenty~~–~~five feet (25') from any property line abutting the street.
 - e. Clearance: All signs shall provide adequate free clearance as not to inhibit the orderly flow of pedestrian and vehicular traffic.
 - f. Number ~~O~~f Permitted Signs: A business will only be allowed one (1) off premises sign.
3. No New Billboards ~~O~~r Off Premises Signs: No new billboards/off premises signs shall be erected within the city limits of the City of Enid.
 - a. Billboards/off premises signs erected on or before January 6, 2009, shall be considered nonconforming. Nonconforming billboards/off premises signs shall be allowed to remain unless such sign is altered in a manner that increases the degree of nonconformity with the regulations above, is destroyed by calamity, or is abandoned for a period of more than two (2) years³.

E. Ground Signs:

1. Ground signs shall be permitted in accordance with the following regulations and shall not violate the provisions of ~~s~~Subsection 11-13-5H of this ~~e~~Chapter:
 - a. The height of a ground sign shall not exceed ten feet (10').
 - b. The width of a ground sign shall not exceed ten feet (10').
 - c. The sign area of a ground sign shall not exceed sixty ~~(60)~~ square feet (60 sq. ft.) per side if the sign is a double faced sign.
 - d. The ground sign must be built with compatible materials and colors of the building which it is identifying.

- e. Ground signs must be located at least one hundred twenty feet (120') apart from any other signage on site with the exception of window or wall signs.
- f. A corner lot which contains less than or equal to two hundred linear feet (200' LF) of street frontage shall not be permitted more than one (1) ground sign.
- g. If the corner lot contains more than two hundred linear feet (200' LF) of street frontage it shall be permitted ~~more than one ground sign, but cannot exceed the sign display area outlined in subsection 11-13-5H of this chapter. The business may be permitted~~ one (1) ground sign that is located along each road or one (1) ground sign that is located at the corner.
- h. Any business with single street frontage shall not be permitted more than one (1) ground sign, no matter what the calculated linear street frontage of the property may be.

2. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

F. Window Signs:

- 1. Window signs must be permitted through the eCode eOfficial, ~~but. These permits~~ will be at no cost to the business owner. The following regulations shall apply to the dimensions and location of window signs:
 - a. In areas other than the dDowntown dDevelopment dDistrict:
 - (1) Window signs shall be limited to a maximum of forty percent (40%) of the overall window display surface area.
 - (2) The overall percentage of ~~window covering~~allowable window signs shall also include neon open signs, hours of operation, open and closed signs, and other signs of that nature that are hung in the windows. ~~Neon open~~Said signs may not flash, pulsate or cause glare and must remain lit for at least five (5) seconds.

2. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

G. Wind Resistant ~~Or~~ "Swinger" Signs:

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

- a. Such signs shall not exceed twenty ~~(20)~~-square feet (20 sq. ft.) in sign area and shall be limited to one (1) sign per one hundred ~~(100)~~-linear feet (100 LF) of street frontage.

2. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

H. Temporary Signs:

1. The following regulations shall apply to the locations of temporary signs:

- a. Any special events signs, banners, streamers or other special event posted notifications must receive a sign permit from the eCode official before the posting of any signs. Special events permits may only be granted one (1) per quarter or four (4) per year. This permit shall be at no charge to the owner.

- (1) Special event streetlight banners mounted on streetlight poles are allowed only along U.S. Highway 412 and U.S. Highway 81 within the eCity. The purpose is to promote and inform the community and public of an upcoming annual event or celebration. A maximum of sixteen (16) special event streetlight banners shall be permitted on each side of the highway per mile section. Special event streetlight banners shall not exceed sixteen ~~(16)~~-square feet (16 sq. ft) in area, with a maximum of two (2) banners per light pole. The special event streetlight banners shall be displayed no earlier than fourteen (14) days prior to the event, and shall be removed within three (3) days following the event. Banners shall be secured to the streetlight poles in a manner that is approved by the utility pole owner and shall resist an eighty (80) miles per hour wind load. Approved materials include vinyl or other commonly used streetlight banner fabrics. The bottom of the banner shall be at least nine feet (9') above the sidewalk. No banner shall be installed in a manner that interferes with traffic control, sight distances or the public's use and operation of the public right of way. On a first come basis, persons or organizations wanting to display a streetlight banner shall register with the eCode aAdministration dDepartment showing the event dates and banner locations prior to installation.

- (2) Special event streetlight banners located on streetlight poles within the downtown ddevelopment district shall be reviewed by Main Street Enid, Inc. Banners shall be secured to the streetlight poles in a manner that is approved by the utility pole owner and shall resist an eighty (80) miles per hour wind load. The bottom of

the banner shall be at least seven feet (7') above the sidewalk. No banner shall be installed in a manner that interferes with traffic control, sight distances or the public's use and operation of the public right of way. On a first come basis, persons or organizations whose streetlight banners have been approved by Main Street Enid, Inc., ~~shall~~may receive a permit ~~with~~from the ~~e~~Code ~~a~~Administration ~~d~~Department showing the event dates and banner locations prior to installation.

- (3) Special event banners or streamers shall be displayed no earlier than fourteen (14) days prior to the event and shall be removed within three (3) days following the event. No banners or streamers shall be placed on the public right of way. Banners or streamers will not be permitted in any area of town except during a special event and only if the use of banners or streamers has been permitted by the ~~e~~Code ~~a~~Administration ~~d~~Department prior to the event.
- (4) Special event signs located on ~~e~~Commercial ~~z~~Zoned ~~p~~Property shall not exceed sixteen (~~16~~) square feet (16 sq. ft.) in area with a maximum of one (1) sign per street frontage. The special event sign shall be displayed no earlier than fourteen (14) days prior to the event and shall be removed within three (3) days following the event. No special event signs shall be placed on the public right of way, except those streetlight banners permitted in ~~s~~Subsections H1a(1) and H1a(2) of this ~~s~~Section.
- (5) Any signs utilized for the purpose of benefiting a business enterprise, whether for profit or not, person or activity and/or advertising the sale of a product, good or service, or other similar venture. Signs may include, but are not limited to, the advertisement of a sale, grand opening or future opening of a store. Signs for this purpose shall be displayed no earlier than fourteen (14) days prior to the event.
 - (A) No temporary sign shall be placed so as to impair the visibility of intersections of streets, driveways and alleys.
 - (B) No such sign shall be placed or displayed within the public right of way, easement or on publicly owned land with the exception of public service signs.
 - (C) The sign area shall not exceed sixteen (~~16~~) square feet (16 sq. ft.) for a single sign, or for multiple signs, the sign area shall not exceed six (~~6~~) square feet (6 sq. ft.) or ~~exceed~~

three feet (3') in height ~~each if multiple signs will be displayed.~~

(D) All such signs shall be placed on private property only.

(E) No such sign shall be affixed to trees, utility poles or other official signs.

b. No portable or temporary sign shall be attached in any way to any other sign.

c. Temporary signs exempt from permitting procedures: Signs may include real estate signs, weekend real estate directional signs, open house signs and personal or incidental use signs such as garage sale signs and work in progress signs. All exempt temporary signs shall be subject to the following:

(1) No temporary sign shall be placed so as to impair the visibility of intersections of streets, driveways and alleys.

(2) No such sign shall be placed or displayed within the public right of way or on publicly owned land with the exception of public service signs.

(3) The sign area shall not exceed six ~~(6)~~-square feet (6 sq. ft.) or exceed three feet (3') in height.

(4) All such signs shall be placed on private property only.

(5) No such sign shall be affixed to trees, utility poles or other official signs.

(6) For sale or other real estate signs are limited to one (1) sign per frontage road or one (1) sign per six hundred linear feet (600' LF).

(7) All signs advertising the sale of personal property such as garage, yard or estate sales may be placed twenty four (24) hours prior to the commencement of the event or sale and shall be removed within twenty four (24) hours after the conclusion of the sale or event.

2. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

I. Automatic ~~Or~~ Changing Sign:

1. Electronic signs are not permitted except signs that show the time and temperature and other public/advertising information as long as the information is displayed for a minimum of three (3) seconds before changing and the sign does not pulsate, flash, blink or cause a glare.

2. Signs shall not be motion/animated.
3. Electronic signs shall contain static messages only and shall not have movement, or the appearance of optical illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.
4. Electronic signs shall not exceed five thousand (5,000) nits from sunrise to sunset and shall not exceed one thousand (1,000) nits from sunset to sunrise. (Ord. 2012-02, 1-19-2012)
5. The maximum display surface area for the aggregate of all signs on premises shall be as provided in Section 11-13-5H1b.

Section VIII: That Title 11, Chapter 13, Section 11-13-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-8: ILLEGAL, NONCONFORMING AND UNUSED SIGNS:

In order to achieve the general purpose and objectives of this eChapter, it is necessary to provide for the removal or conformance of signs which are designated as illegal, nonconforming, and abandoned (unused). The following sSections identify circumstances under which such designations occur and the method of correction and/or disposition required.

A. Illegal Sign:

1. Disposition: Any illegal sign shall be removed from the premises upon which it is located within thirty (30) days from the notice of violation and shall not be erected on the premises or elsewhere in the eCity until a sign permit is issued.

B. Nonconforming Signs:

1. Abatement, Conformance Schedule: It is the declared intent of the eCity to have all nonconforming signs brought into conformity. The right to operate and maintain nonconforming signing shall terminate in accordance with the following:
 - a. Reasons: All signs which are nonconforming for the following reasons:
 - (1) Such signs constitute a traffic hazard, block or restrict the visibility of motorists and pedestrians; or
 - (2) Constitute a possible hazard to the general health, safety and welfare of the public of the eCity;

shall be removed or brought into conformance with the provisions of this sSection upon the effective date of this eChapter.

- b. Condition Maintained: All nonconforming signs shall be maintained in good condition, and shall not be:
 - (1) Structurally altered or expanded in any manner which increases the degree of nonconformity.
- c. Destruction By Calamity:
 - (1) A sign destroyed by equal to or more than fifty percent (50%) of its structural value, as determined by the eCode eOfficial, may be replaced or reconstructed to conform to this title at the option of the owner of the sign.
 - (2) A sign destroyed by less than fifty percent (50%) of its structural value, as determined by the eCode eOfficial, may be replaced or reconstructed to its original condition at the option of the owner of the sign, except any freestanding sign which overhangs or encroaches into any right of way or sight triangle.
- d. Portion Nonconforming: If only a portion of a sign is nonconforming, that portion of the sign may be brought into conformity by independent action of the sign owner or user without the review and approval of any official of the eCity, except where such activity involves structural or electrical alteration. Under such circumstances, an appropriate permit must be obtained.

C. Violation And Penalty:

- 1. Violation: If the eCode eOfficial shall find that any sign regulated herein is in violation of the provisions of this eChapter, he shall serve notice to the appropriate person in the manner specified below:
 - a. Permanent Signs: A notice of violation shall be sent by registered mail to the owner or user of the sign, or the owner of the property, whichever is applicable.
 - b. Wind Resistant And Temporary Signs: Notice of violation shall be made in person or by mail by the eCode eOfficial or his designee. A warning citation may be issued to the owner or user of the sign, or the owner of the property, whichever is applicable.
- 2. Noncompliance:

- a. Permanent Sign: Any illegal, abandoned or unused sign which is not removed from the premises or brought into compliance with this eChapter within thirty (30) days after the service of notice shall be considered in violation of the provisions of this eChapter and the owner of such sign shall be subject to a fine of two hundred dollars (\$200.00) plus court costs and fees. Each day that the sign remains in violation of this eChapter, after the expiration of the thirty (30) days' time, shall constitute a separate offense.
- b. Wind Resistant Aand Temporary Sign: Any illegal, unused, or abandoned sign which is not removed from the premises, or brought into compliance with this sSection within forty eight (48) hours after notice, shall be considered in violation of the provisions of this eChapter and the owner of such sign shall be subject to a fine of two hundred dollars (\$200.00) plus court costs and fees.
- c. Dangerous Sign: Any sign in a dangerous or defective condition, as determined by the eCode eOfficial, which is not removed from the premises or brought into compliance with this sSection within ten (10) days after notice shall be considered in violation of the provision of this eChapter and the owner of such sign shall be subject to a fine of two hundred dollars (\$200.00) plus court costs and fees.
- d. Portable Sign: Any illegal, abandoned or unused sign which is not removed from the premises or brought into compliance with this eChapter within thirty (30) days after the service of notice shall be considered in violation of the provisions of this eChapter and the owner of such sign shall be subject to a fine of two hundred dollars (\$200.00) plus court costs and fees.
- e. Window Aand Wall Signs: Any illegal, abandoned or unused sign which is not removed from the premises or brought into compliance with this eChapter within thirty (30) days after the service of notice shall be considered in violation of the provisions of this eChapter and the owner of such sign shall be subject to a fine of two hundred dollars (\$200.00) plus court costs and fees.

D. Removal By City:

1. The eCode eOfficial, his designee or any pPolice eOfficial of the eCity, may cause to be removed without notice and impounded any sign which is determined to constitute a significant and immediate threat to the public health or safety, and any temporary sign which has been placed within any public right of way.

2. It shall be unlawful for any person to interfere with, or refuse to allow, entrance upon private property by employees of the eCity or sign contractor employed by the eCity for the purpose of removing a sign under the provisions of this eChapter. All impounded signs shall be stored and, upon proper identification thereof by its owner, may be redeemed upon the payment of reasonable charges incurred by the eCity or its agents for removal, transportation, storage and administrative costs resulting from the impoundment.
3. Any illegal, abandoned or unused signs that are not removed from the premises or brought into compliance within the specified time may be removed by the eCode eOfficial and the cost thereof shall be assessed to the owner of said sign.
4. All permanent signs which are not redeemed within two (2) months shall be subject to disposal in the manner provided by law for the disposition of unclaimed property. Temporary signs, dangerous signs, portable signs, window signs or wall signs which are not redeemed within ten (10) days shall be destroyed and disposed of by the eCity. The eCity is not responsible for damages to a sign when removal from the property is necessary. (Ord. 2012-02, 1-19-2012)

Section IX: That Title 11, Chapter 13, Section 11-13-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

11-13-9: REVIEW AND APPEAL:

- A. Sign Permit Review: The eCode eOfficial of the eCity shall be authorized to grant approval of sign permits. Approval shall be granted only after appropriate reviews have occurred as provided in this eChapter.
- B. Appeal of Sign Regulations:
 1. Interpretation of Sign Regulations: When it is alleged that an error in an order, requirement, decision or determination was made by an administrative official in the enforcement of any provision of this eChapter, the interpretation shall be made by the bBoard of aAdjustment in accordance with ~~chapter 3~~Chapter 3 of this ~~t~~Title. The interpretation shall be deemed as final unless appealed to Garfield County eDistrict eCourt.
 2. Variance ~~T~~to Sign Regulations: When a variance is requested to the provisions of this eChapter, the appeal for a variance shall be heard by the bBoard of aAdjustment. A variance may be granted only under the provisions specified in ~~s~~Subsection 11-3-7B of this ~~t~~Title and as provided below:
 - a. The application of any provision of this eChapter to the subject property or building would create an unnecessary hardship on the applicant.

- b. The condition of the property or building is peculiar in comparison to surrounding properties or buildings.
- c. The granting of variance will not cause harm to the public or impair the purpose and intent of this [Chapter](#).
- d. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.
- e. Any hardship caused by the applicant's own actions shall not be considered by the Board of Adjustment. Non-conforming (grandfathered) signs in the area of the applicant's property shall not be considered by the Board of Adjustment.

C. Board Decision: The decision by the board of adjustment shall be deemed as final unless appealed to [Garfield County](#) [District](#) [Court](#).

D. Review [of](#) Sign Regulations [for](#) Specific Economic Development Opportunities:

- 1. If the sign ordinance is perceived as an impediment to economic development, specific cases may be brought before the mayor and board of commissioners for review and approval.
 - a. The request for review must be submitted to the [Community](#) [Development](#) [Department](#) fifteen (15) days prior to a meeting of the [Mayor](#) and [Board](#) of [Commissioners](#). (Ord. 2012-02, 1-19-2012)

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

[Footnote 1](#): See also [s](#)Subsection [11-14-5D3](#) of this [t](#)Title.

[Footnote 2](#): 11 OS § 44-107.1.

[Footnote 3](#): 11 OS § 44-107.1.

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

Section XI: 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 XII: 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 XIII: Codification. This ordinance shall be codified as Title 11, Chapter 13, Sections 11-13-1 through 11-13-9 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May, 2014.

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. 2014-24

AN ORDINANCE ADOPTING AND ENACTING A COMPILATION OF CITY ORDINANCES ENTITLED THE ENID MUNICIPAL CODE, 2014, AND ESTABLISHING THE SAME; PROVIDING FOR REPEALER OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING FOR THE MANNER OF AMENDING AND SUPPLEMENTING SUCH CODE; PROVIDING FOR PUBLISHING THE NAME OF EACH TITLE AND A SUMMARY OF THEIR CONTENT.

ORDINANCE

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

Section I: That the compilation of City Ordinances, consisting of Titles 1 to 13, each inclusive, is hereby adopted and enacted as the “Enid Municipal Code, 2014,” which Code shall supersede all general and permanent ordinances of the City adopted on or before May 7, 2014, to the extent provided in Section 2 hereof.

Section II: That all provisions of such Code shall be in full force and effect from and after the date of this Ordinance’s publication and all ordinances of a general and permanent nature of the City adopted on or before May 6, 2014, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this Code.

Section III: That the repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this Ordinance.

Section IV: That unless another penalty is expressly provided, a violation of any provision of such Code, or any provisions of any rule or regulation adopted or issued pursuant thereto, shall be punished by a fine not to exceed Five Hundred Dollars (\$500.00) plus costs and fees as provided by the Code.

Section V: That any and all additions and amendments to such Code, when passed and approved in such form as to indicate the intention of the Mayor and Board of Commissioners to make the same a part of such Code, shall be deemed to be incorporated in such Code so that reference to such Code shall be understood and intended to include such additions and amendments.

Section VI: That in case of the amendment of any section of such Code for which a penalty is not provided, the general penalty as provided in Section 4 of this Ordinance shall apply to the section as amended.

Section VII: Any ordinance adopted after May 7, 2014, which amends or refers to ordinances which have been codified in such Code shall be construed as if they amend or refer to like provisions of such Code.

Section VIII: The continuance in effect of temporary and/or special ordinances, although omitted from this Code, shall not be affected by such omission therefrom and the adoption of this Code shall not repeal or amend any such ordinance or part of such ordinance omitted therefrom. Among the temporary and/or special ordinances not repealed or amended by this Code are the following: Ordinances relating to special paving or sewer districts and special assessments; vacating, opening and dedicating specific streets and alleys; relating to specific bond issues; annexing territory to or excluding it from the City; designating or amending land use and/or zoning; relating to grade and alignment of specific streets; granting railroad us of specific streets and alleys; naming, or changing the name of, specific streets and alleys; abating special nuisances; and all other temporary and/or special ordinances. Ordinances granting franchises shall not be repealed or amended by the adoption of this Code.

Section IX: That the name of each title and a summary of their contents by table of contents is to be attached hereto and published with this Ordinance.

Section X: This Ordinance and the recodification of this Code is authorized by 11 O.S. §§ 14-101 – 111, as amended.

PASSED AND APPROVED by the Mayor and Board of Commissioners on the 6th day of May, 2014.

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

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Appendix A

Franchises

RESOLUTION PUBLISHING THE RECODIFICATION OF THE ENID MUNICIPAL CODE AS THE ENID MUNICIPAL CODE, 2014.

RESOLUTION

WHEREAS, pursuant to 11 O.S. § 14-109, the City of Enid is required to recodify its ordinances every ten (10) years; and,

WHEREAS, the City Attorney has prepared, and the Mayor and Board of Commissioners has approved, Ordinance No. 2014-24 which recodified the Enid Municipal Code as the Enid Municipal Code, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, that pursuant to 11 O.S. §§ 14-106 - 108, the Enid Municipal Code, 2014, is hereby published.

BE IT FURTHER RESOLVED, by the Mayor and Board of Commissioners of the City of Enid, that the City Manager is hereby directed to ensure that the City Clerk takes whatever steps are necessary to comply with state and local law, including, but not limited to:

1. Pursuant to the Charter of the City of Enid and Oklahoma Statutes, publish this Resolution and a summary of Ordinance No. 2014-24 to provide the required notice to the public; and,
2. At the City's cost and expense, deposit a copy of the Enid Municipal Code, 2014, in the Garfield County Law Library and obtain a receipt therefore; and,
3. Present this resolution and the Law Library receipt for recording to the County Clerk of Garfield County; and,
4. Make the Enid Municipal Code, 2014, available for purchase by the public at a reasonable price.

PASSED AND APPROVED this 6th day of May, 2014.

William E. Shewey, Mayor

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

FROM: Laura Sheldon
DATE: May 6, 2014

PAGE 1 OF 1

CANVASS OF BIDS
for
Phase 5, Pedestrian Trail Project, Oakwood Rd. to Garland Rd.
Project Number M-1304A

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
MTZ Construction, Inc. 3545 SW 37 th St. Oklahoma City, OK 73119	Base Bid	\$ 593,784.30
	Alt. 1	\$ 50,605.00
	Alt. 2	\$ 58,684.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: **Did meet the specifications.**

JLT Contracting, LLC P.O. Box 81 Cushing, OK 74023	Base Bid	\$ 660,577.15
	Alt. 1	\$ 73,550.00
	Alt. 2	\$ 79,185.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: **Did meet the specifications.**

Henson Construction 2300 W. Oklahoma P.O. Box 3715 Enid, OK 73702	Base Bid	\$ 698,898.00
	Alt. 1	\$ 56,066.00
	Alt. 2	\$ 54,868.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: **Did meet the specifications.**

On-Site Construction, Inc. P.O. Box 1387 Guthrie, OK 73044	Base Bid	\$ 723,970.65
	Alt. 1	\$ 65,500.00
	Alt. 2	\$ 68,500.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: **Did meet the specifications.**

FROM: Laura Sheldon
DATE: May 6, 2014

PAGE 1 OF 1

CANVASS OF BIDS
for
Pedestrian Trail S. Rupe to Meadowlake Park
Project Number M-1304C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
SL Madison Construction, LLC 17835 N. MacArthur Blvd. Crescent, OK 73028	Base Bid	\$ 209,065.00

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

DEVIATIONS: **Calculation error.**

On-Site Construction, Inc. P.O. Box 1387 Guthrie, OK 73044	Base Bid	\$ 279,495.00
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: YES X NO

DEVIATIONS: **Calculation error.**

RECOMMENDATION: Award contract to SL Madison Construction, LLC, in the amount of \$ 209,065.00.

Continental Construction Corp. Base Bid \$ 752,235.78
5720 N. Industrial Blvd.
Edmond, OK 73034

Alt. 1 \$ 65,700.00
Alt. 2 \$ 3,000.00

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.

Tom Hudson Paving, Inc. Base Bid \$ 901,345.98
P.O. Box 30067
Edmond, OK 73003-0002

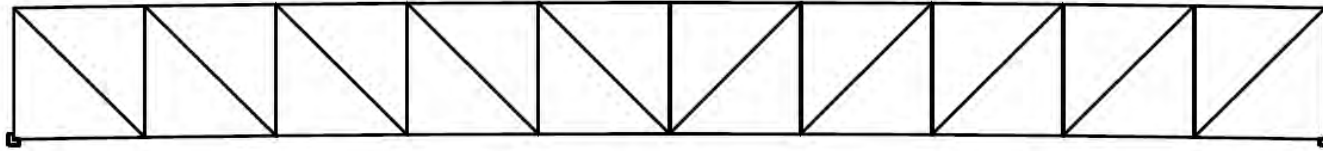
Alt. 1 \$ 50,605.00
Alt. 2 \$ 58,684.00

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

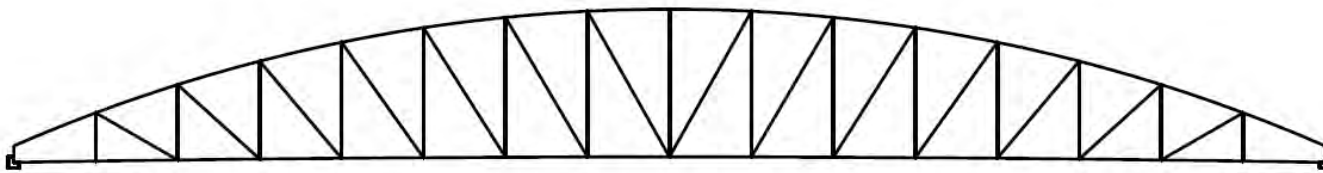
DEVIATIONS: Did meet the specifications.

RECOMMENDATION: Award contract to MTZ Construction, Inc., in the amount of \$ 593,784.30.

M-1304A
Phase 5, Pedestrian Trail Bridge
Oakwood Road to Garland Road
Bridge Options



CONNECTOR® PEDESTRIAN TRUSS BRIDGE
ADD ALTERNATE 1



KEYSTONE® PEDESTRIAN TRUSS
BRIDGE
ADD ALTERNATE 2

RESOLUTION

A RESOLUTION AMENDING THE 2013-2014 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$339,500.00 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2013-2014 Capital Improvement Department in the Capital Improvement Fund must be increased by \$339,500.00 to provide funding for professional architectural firm's services that are required to design a downtown, multi-level parking garage to integrate with and complement the proposed downtown hotel, which will successfully complete this phase of the downtown revitalization; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the Capital Improvement Fund Capital Improvement Department to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2013-2014 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT:

FUND 40 CAPITAL IMPROVEMENT FUND	
Revenues	\$339,500.00
Capital Improvement Department	\$339,500.00

Adopted this 6th day of May 2014.

Mayor

(Seal)

ATTEST:

City Clerk

**ONLINE REGISTRATION AND SERVICING AGREEMENT FOR
PARKS, RECREATION, AND CULTURAL SERVICES DEPARTMENT**

**CITY OF ENID, OK
AND
CIRILIAN, INC. dba REC1**

This ONLINE REGISTRATION AND SERVICING AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2014 by and between Cirilian, Inc., a Georgia corporation d/b/a "Rec1" ("Rec1"), whose address is 12460 Crabapple Road, Suite 202, #111, Alpharetta, GA 30004, and City of Enid, Oklahoma, an Oklahoma Municipal Corporation ("Customer"), whose address is 401 W Owen K. Garriott RD, Enid, OK 73702.

WITNESSETH:

WHEREAS, Rec1 is a corporation formed pursuant to the laws of the State of Georgia and is presently in existence and in good standing; and

WHEREAS, Customer is seeking a software registration system for its Parks, Recreation, and Cultural Services Department;

WHEREAS, Customer desires to engage Rec1 for a specific term to provide a software registration system, as well as training and maintenance therefor, and Rec1 desires to be engaged by Customer in accordance with and subject to the terms and conditions hereafter set forth; and

WHEREAS, the parties hereto believe it to be in their best interests to create a definite and certain Online Registration and Servicing Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The statements above are true and correct and herein incorporated into this Agreement by this reference.
2. **Engagement.** Customer hereby engages Rec1 to perform the services as more particularly described in the attached Exhibit "A" – Services Provided (the "Services Provided").
3. **Duties of Rec1.** During the term of this Agreement, Rec1 shall serve as the exclusive provider to Customer of online recreational services as outlined in Exhibit "A".
4. **Term.** Customer and Rec1 hereby agree that this Agreement is terminable at will upon written notice by either party by regular first class mail to the address listed in Paragraph 12 below. The Agreement shall be terminated 30 days after receipt of such notice. The parties agree to continue performance thereunder until the effective date of termination

unless the parties mutually agree to an earlier effective date of termination. Upon termination of this Agreement and expiration of any applicable notice period, the parties hereto shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

5. Payment Agreement.

a. Fee for Basic Portal Services. Customer agrees to pay Rec1 a monthly fee ("Basic Portal Services Fee") based upon usage, billed in arrears monthly in an amount equal to 1% per registration transaction fee collected by the Customer ("Customer Transactional Fee"). Rec1 shall invoice Customer the first week of each month for Basic Portal Services Fees incurred during the prior month's processing. Such Basic Portal Services Fees charged by Rec1 do not include any transactional or monthly fees assessed by Customer's credit card processor. The minimum monthly Basic Portal Services Fee shall be \$100. The Basic Portal Services Fee shall be independent of any Merchant Processing Fees described in subsection b below.

b. Rec1 Merchant Account. If Rec1 provides the merchant account for the collection of registration and other credit card monies on behalf of Customer, it shall charge a monthly processing fee ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated according to a tiered scale based on annual volume of credit card revenue processed, which is in addition to the Basic Portal Services Fee. All fees due and payable to Rec1 will be deducted from the funds collected in the merchant account prior to disbursement.

i. Tiered Merchant Processing Rates are as follows:

Less than \$100K in Credit Card Transactions Processed Annually = 4.00%
\$100K - \$250K in Credit Card Transactions Processed Annually = 3.75%
\$250K - \$500K in Credit Card Transactions Processed Annually = 3.50%
\$500K - \$1M in Credit Card Transactions Processed Annually = 3.25%
Over \$1M in Credit Card Transactions Processed Annually = 3.00%

ii. There are no monthly minimum fees for merchant processing. Customer simply pays for what it uses.

iii. Rec1 reserves the right, at any time, to adjust the merchant processing rate to more accurately reflect the amount of credit card transactions being processed. Rec1 will give 30 days' notice upon such change.

iv. In addition to the Merchant Fees and Basic Portal Services Fees, Customer will also be responsible for extraordinary processing fees assessed by Rec1's merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, Rec 1 shall invoice Customer the first week of each month for any such fees in excess of the funds collected in the Customer merchant account incurred during the

prior month's processing. In any event, Customer shall only be responsible for payment to Rec1 of actual, additional fees charged to Rec1 by the merchant as discussed under this subsection 5.b.iv.

- c. **Payment.** All amounts due and payable (and not collected through a merchant account, if applicable) must be remitted within 30 days of distribution of the applicable invoice. All invoices are distributed electronically and can be viewed online on the Rec1 website.
 - i. Any payment not received from Customer by Rec1 within 60 days of distribution of the applicable statement shall be subject to an administrative fee in an amount equal to 1.5% per month of any outstanding and unpaid amount.
 - d. **Optional Training.** Rec1 will provide optional on-site training at a rate of \$1,000 per day plus travel costs and expenses. Such on-site training includes 8 hours of training for as many Customer users as is reasonably necessary.
 - e. **Custom Development.** Rec1 will provide customized development beyond the initial 10 hours of organizational customization listed above at a rate of \$100 per hour. All work will be estimated and agreed upon with Customer prior to work start.
 - f. **Fully-Earned.** All amounts owed to Rec1 hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Customer expressly acknowledges and agrees that Customer is familiar with the proposed Services Provided and Rec1's billing process. Unless otherwise expressly herein provided, if Customer is not satisfied with the Services Provided or the performance of Rec1 hereunder for any reason or no reason whatsoever, Customer's sole and exclusive remedy shall be to terminate this Agreement as herein provided, and Customer expressly waives any claim to a refund or other compensation.
6. **Indemnification.** Rec1 agrees to indemnify, defend and hold harmless Customer and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, including, without limitation, reasonable attorneys' fees, based upon, arising out of or resulting from any liability, injury, or loss that Customer suffers in connection with the negligence or willful misconduct of Rec1 in performance of Rec1's obligations under this Agreement. Customer agrees to indemnify, defend and hold harmless Rec1 and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, including, without limitation, reasonable attorneys' fees, based upon, arising out of or resulting from any liability, injury, or loss that Rec1 suffers in connection with the negligence or willful misconduct of Customer in connection with this Agreement. Further, Customer represents and warrants that any changes, customizations, added

functions or options and any other related items to the Software (defined below) requested by Customer, if any, are not the proprietary work of a third party or owned by a third party, and Customer agrees to indemnify, defend and hold harmless Rec1 and its respective officers, directors, members, employees, agents, representatives and affiliates from and against all claims, suits, obligations, liabilities, actual damages and expenses, including, without limitation, reasonable attorneys' fees, based upon, arising out of or resulting from any liability that Rec1 suffers in connection with implementing such changes, customizations, functions, options or other items at the Customer's request. If any party hereto receives notice of an event or possible event that would give rise to indemnification as required hereunder, such party shall provide immediate notice to the other party of such event. Further, if either party that is to be indemnified and held harmless hereunder receives payment or other compensation from a third party, any such amount received shall be applied to any amounts owed by the indemnifying party to the indemnified party or to a third party. Finally, the indemnifying party shall have the right to choose counsel to defend the indemnified party, to be accepted or rejected in the indemnified party's reasonable judgment. If the parties cannot come to agreement as to a choice of legal representation, the indemnifying party shall have the sole, final determination. Neither party shall be responsible for payment of any amount or any damages in excess of such amount actually incurred or suffered by the indemnified party.

7. Relationship of Parties. The Customer and Rec1 agree that Rec1 is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Customer shall not be obligated to pay to Rec1, and Rec1 shall not be entitled to, any benefits accorded to Customer employees by virtue of the services provided under this Agreement. The Customer shall not be responsible for withholding or otherwise deducting federal income tax or social security or any other tax, for contributing to the state industrial insurance program or otherwise assuming the duties of an employer with respect to Rec1.
8. Waiver of Breach. The waiver by either party of a breach of any of the provisions of this Agreement shall not be construed as a waiver by such waiving party of any subsequent breach by the offending party.
9. Binding Effect; Assignment. The rights and obligations as provided under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of each party hereto.
10. Entire Agreement. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.
11. Governing Law and Venue. **THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS. THE VENUE FOR ANY LITIGATION UNDER THIS AGREEMENT SHALL BE IN GARFIELD COUNTY, OKLAHOMA.**

12. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

City of Enid
Attn: City Attorney
401 W Owen K Garriott RD
Enid, OK 73703

To Rec1:

12460 Crabapple Rd
Suite 202, #111
Alpharetta, GA 30004
Attn: Landon Schenck
e-mail: lschenck@rec1.com

13. Strict Construction. The language used in this Agreement shall be deemed to be in the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied for or against any party by reason of such party being deemed the draftsman hereof.
14. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
15. Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
17. Litigation and Attorneys' Fees. If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

18. **Insurance.** During the term of this Agreement, Rec1 shall procure and maintain, at Rec1's sole cost and expense, the following insurance coverages:

Technology Liability - \$1,000,000 Per Claim/\$1,000,000 Aggregate
General Liability/Auto - \$1,000,000 Per Claim/\$2,000,000 Aggregate

19. **Ownership of Software, Website, and Portal and Remedies Related Thereto.** Customer agrees that it has no right, title, interest or ownership in, or to, the software, website, or portal utilized by Rec1 to provide the Services Provided, or any of its components, programming code or data structures, images or functions or any copies or modifications of the software, User Manuals, or any components, code or data structures thereof or in the software (collectively, the "Software") except to the extent that Rec1 grants the right to use the Software. The Software shall remain at all times Rec1's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by Rec1, it being hereby expressly acknowledged and agreed that such changes, customizations, functions, options, and items are and shall be the sole and exclusive property of Rec1 and the Customer shall have no right or claim to such changes, customizations, functions, options, or items or any compensation whatsoever related thereto. Customer shall not reproduce or copy any Software or portion thereof without Rec1's prior written consent. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever. Customer agrees that, in the event of a breach or threatened breach by Customer of the provisions of this Agreement, Rec1 shall be entitled to both a temporary and permanent restraining order and a preliminary injunction, or other similar remedy, restraining Customer or any affiliate, officer, agent or assignee from violating the terms of this Agreement. Customer specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by Rec1 as a result of a breach of any of the provisions of this Paragraph. Such remedy with respect to the provisions of this Paragraph is non-exclusive and shall be in addition to any other remedy available to Rec1 at law or in equity.
20. **Warranty.** If the Customer determines that some functions/capabilities within REC1 are not performing up to required specifications, Rec1 will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the Customer. Rec1 does not guarantee that Rec1 will implement any and all new enhancement and module requests but will take commercially reasonable efforts to provide features that perform as designed.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CUSTOMER

Customer Signatory

Date: _____

City of Enid,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to form and legality:

Andrea Chism, City Attorney

CIRILIAN, INC. (d/b/a Rec1)

Name: Landon Schenck

Signature:

 _____

Title: President

Date:

3-4-14

Exhibit "A"

Services Provided

Services provided by Rec1 to the Customer under this agreement include the following:

- **Access** – Rec1 hereby grants a non-exclusive license during the term of the Agreement for the Customer and patrons of the Customer recreational programming to access, use and display Rec1's online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 95%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- **Training** – Rec1 agrees to provide up to 5 hours of remote training per year to Customer personnel at no additional charge.
- **Online Registration** – The Rec1 registration engine through which the Portal is accessed can be integrated with Customer's website. Rec1 will format a registration page to match the colors and theme of the rest of Customer's website. Customer would then display a link on its own page that would seamlessly redirect the user to a secure page on the Rec1 server.
- **Documentation** - All Rec1 startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within Rec1. Rec1 does not provide paper copies of its guides and help files.
- **Data Backups** – Rec1 currently performs backups daily of all of its data (6:00 AM). In case of emergency, Rec1 may restore data to the point of the previous backup.
- **Enhancements** – New features will be added to Rec1 throughout the term of this Agreement. Customer will have full access to all of these new features without additional charge. Customer is also encouraged to submit change requests as they see opportunities for improvement. Rec1 will attempt to implement any and all changes that improve the value of Rec1 to all of our customers at no charge. Thereafter, Customer will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- **Customer Support** – Rec1 shall provide an online utility for problem reports and change requests. Customer may also reach Rec1 by phone at 1-800-335-1863 between the hours of 9:00 AM and 6:00 PM Eastern Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@rec1.com. After-hours support is often available but is not guaranteed. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. Rec1 shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement. If the parties hereto cannot agree on levels or limits of acceptable support use, then each party hereto has the option to terminate this Agreement as outlined in Paragraph 4.
- **Data** – In the event Customer no longer wishes to use Rec1, Rec1 will export Customer data based on a requested format (in most cases). If the data exporting request is initiated by Customer, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

PLEASE RETURN TO:
MORSE C. DIXON, JR.
217 E YORK AVE
ENID, OK 73701

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, with the address of P.O. Box 1768, Enid, Oklahoma, 73702, hereinafter referred to as "Grantor," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim to Morse C. Dixon, Jr., an individual with the address of 217 East York Avenue, Enid, Oklahoma, 73701, hereinafter referred to as "Grantee," the following described improvements and appurtenances, to wit:

Lots One (1) and Two (2), Block Five (5), Rock Island Heights Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD such property unto the said Grantee, and to the heirs and assigns, forever.

Dated this 6th day of May, 2014.

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

William E. Shewey, Mayor

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of Garfield)

Before me, the undersigned, a Notary Public within and for said County and State, on the 6th day of May, 2014, personally appeared William E. Shewey, to me known to be the identical persons who subscribed the name of the maker thereof, as its Mayor, to the within and foregoing instrument, in writing, and acknowledged to me that he executed the same as his and her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

(SEAL)

**This Transaction is Exempt from Documentary
Tax Stamps pursuant to 68 Okla. Stat. § 3202(11).**

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement, hereinafter referred to as "Agreement," is entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as "Seller," and Mr. Morse C. Dixon, Jr., an individual, hereinafter referred to as "Buyer."

WITNESSETH

WHEREAS, Seller is the owner of certain real estate, together with improvements thereon, the "Property," located at 227 East York Avenue, Enid, Garfield County, Oklahoma, more particularly described as follows:

Lots One (1) and Two (2), Block Five (5), Rock Island Heights Addition to the City of Enid, according to the recorded plat thereof.

WHEREAS, Seller desires to sell to Buyer all of Seller's rights, title and interest in and to the Property upon the terms and conditions set forth herein.

WHEREAS, Buyer desires to buy from seller all of Seller's rights, title and interest in and to the Property upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Sell. Buyer agrees to purchase from Seller and Seller agrees to sell and convey to Buyer by Quit Claim Deed, fee simple title to the property, reserving and excepting all easements, rights of way and encumbrances of record and all ground water rights, including the ingress and egress to and from the same, for the purpose of drilling and re-drilling wells and producing ground water therefrom, including the right to lay water lines, as well as all reasonable utility easements currently recorded.
2. Purchase Price. The total purchase price is Two Thousand Dollars (\$2,000.00) (the "Purchase Price"), payable by cashier's check or certified check, shall be paid by the Buyer on or before the Closing Date.
3. Effective Date. This Agreement shall be effective from and after May 6, 2014.
4. Closing Date. The Closing shall be held on or before June 15, 2014, at the office of the City Attorney. The Closing Date shall not be extended except by agreement of the parties.
5. Possession. Possession of the Property shall be given to Buyer at Closing.

6. Condition of Property. Buyer specifically understands and agrees that Property and improvements, if any, are being sold “as is, where is” subject to any and all defects and damages as set out herein. Seller shall have no obligation to cure any objections Buyer may have or to correct or repair any defect or anomaly which Buyer may discover.
7. Taxes and Prorations. Buyer shall be responsible for all ad valorem taxes for the current year.
8. Brokerage Commission. Buyer and Seller represent and warrant that each has not contracted, negotiated or worked with any real estate broker or other person with respect to this transaction. Each party agrees to indemnify and hold harmless the other party for any and all claims for payment from any brokerage commission, fee or other payment of money pertaining to the sale of the Property.
9. Notices. Any notice, demand or other document which either party is required or may desire to give or deliver to or make upon the other party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the parties at their respective addresses set forth below. Each party hereto may designate a different address for itself by notice similarly given.

If to the Seller: City of Enid
 Attn: City Attorney
 401 W. Owen K. Garriott RD
 P.O. Box 1768
 Enid, OK 73701

If to the Buyer: Morse C. Dixon, Jr.
 217 E. York AVE
 Enid, OK 73701

10. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
11. Interpretation of Law. This Agreement 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.
12. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement 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. Integration and Amendments. This Agreement 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 Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Agreement. 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 Agreement shall be attached to this Agreement and all the terms in this Agreement not addressed in the Amendment shall remain in full force and effect.
14. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice this applicability and validity of any other provision of this Agreement.
15. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.
16. Anti-Terrorism Representation and Warranty. Seller and Buyer each represent and warranty that neither are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.
17. No Joint Venture. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between Seller and Buyer.
18. Bargaining. Seller and Buyer have had the opportunity to seek independent legal counsel before entering into this Agreement. Both Seller and Buyer have participated fully in the preparation of this Agreement and the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

Real Estate Purchase and Sale
Agreement between the City of Enid
and Morse C. Dixon, Jr.

Date Signed: _____

"SELLER"
City of Enid,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, Secretary

Date Signed: _____

"BUYER"
Morse C. Dixon, Jr., an individual

Signature

Purchase Option Agreement

This Purchase Option Agreement (“Agreement”) is entered into by and between the City of Enid, an Oklahoma Municipal Corporation and the Enid Municipal Authority, a Public Trust (together referred to as “Seller”) and Emerging Fuels Technology, Inc., an Oklahoma Corporation (“Buyer”).

WHEREAS, Seller is the owner of the real property, together with the improvements thereon located in Garfield County, Oklahoma, which is more particularly described on Exhibit “A,” which is attached hereto and made a part of this Agreement (the “Property”).

WHEREAS, Buyer desires to obtain an Option to Purchase (“Option”) the Property pursuant to the terms set forth herein.

NOW THEREFORE, in consideration of the sum of Six Thousand Dollars (\$6,000.00) to be paid by Buyer to Seller, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Options.** Seller offers to sell and convey to Buyer, and hereby grants to Buyer, the exclusive and irrevocable Option on the Property, together with the improvements thereon, privileges and appurtenances belonging or in anywise appertaining thereto, subject to the terms and conditions set forth herein.
2. **Time for Exercise.** Buyer’s Option must be exercised by Buyer on or before 5:00 P.M., on the last day of the six (6) month period following the date of execution of this Agreement. In computing any period of time prescribed by this Agreement, the date of execution shall not be included, but the last day of the period so computed shall be included. If the Option is not exercised on or before that date, this Option shall automatically cease and terminate. Neither party shall have any further rights or obligations hereunder, at law or in equity, and this Agreement shall automatically terminate, all without further action or documentation by either party.
3. **Extension.** Buyer may extend the Option granted herein by one additional six (6) month term upon payment to Seller of an additional Six Thousand Dollars (\$6,000.00). If the Option is not exercised on or before the last day of the six (6) month extension, this Option shall automatically cease and terminate. Neither party shall have any further rights or obligations hereunder, at law or in equity, and this Agreement shall automatically terminate, all without further action or documentation by either party.
4. **Manner of Exercise.** Buyer’s Option shall be exercised by the timely delivery to Seller, at Seller’s address set forth below, of written notice together with Six Thousand Dollars (\$6,000.00) earnest money.

5. **Rights and Obligations of the parties if the Option is exercised.** In the event that Buyer exercises the Option within the time and in the manner hereinbefore provided, then thereafter, a Real Estate Contract will be executed containing, but not limited to, the following provisions.
- A. The Purchase Price shall be Six Thousand Dollars (\$6,000.00) per acre.
 - B. The Closing Date shall be within one hundred and twenty (120) days from the date the Option is exercised, or at such other time as may be agreeable between the parties.
 - C. Buyer's use of the Property is subject to all recorded covenants, easements, deed restrictions, or other encumbrances as shown by the records of the Garfield County Clerk as of the date of execution of this Agreement.
6. **Timing and Manner of Payments.** Payment of Six Thousand Dollars (\$6,000.00) for the original term of the Option shall be due and payable upon execution of this Agreement. Payment of an additional Six Thousand Dollars (\$6,000.00) for the extended term of the Option shall be due and payable prior to the expiration of the original term herein if Buyer chooses to extend the original term. Payment of an additional Six Thousand Dollars (\$6,000.00) earnest money shall be due and payable upon exercise of the Option. All funds due from Buyer to Seller must be made by cashier's check, are non-refundable, and shall be applied to the purchase price should the Option be exercised.
7. **Parties' Addresses.**

- A. The address of Seller is as follows:

City of Enid
Attn: City Attorney
P.O. Box 1768
Enid, OK 73702

with a copy to:

Enid Regional Development Alliance
2020 Willow Run, STE 135
Enid, OK 73703

B. The address of Buyer is as follows:

Emerging Fuels Technology, Inc.
c/o Corpagent Services, Inc.
2401 Tee CIR STE 103
Norman, OK 73069

with a copy to:

Emerging Fuels Technology, Inc.
11367 E 61st ST
Broken Arrow, OK 74012

8. **Notices.** Whenever notice is given under the terms herein, it shall 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 addresses above or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be effective on the actual date of delivery.
9. **Competing Offers.** This Agreement inherently includes the Buyer's right to exercise the Option even if Seller is presented with a bona-fide written offer to purchase from a third-party purchaser. In the event Seller shall receive a bona-fide written offer to purchase the Property from any third-party, Buyer shall have the right of first refusal to purchase the entire Property or only that property included in the third-party offer, at the same terms and conditions contained in any such third-party offer. Should any third-party offer include less than the entire Property, and Buyer exercise its Option and right of first refusal to purchase the portion of the Property contained in the third-party offer, this Option as to the remaining portion of the Property shall remain unaffected and continue until expiration or exercise as set forth above.
10. **Time of the Essence.** Time shall be of the essence in this Agreement.
11. **Confidentiality.** Buyer agrees to keep this Agreement confidential to prevent other prospective buyers or tenants from gaining knowledge thereof.
12. **Assignment.** This Agreement may not be assigned by Buyer without the written consent of Seller.

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

Date Signed: _____

City of Enid,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Date Signed: _____

Enid Municipal Authority,
a Public Trust

William E. Shewey, Chairman

ATTEST:

Linda Parks, Secretary

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

Date Signed: _____

Emerging Fuels Technology, Inc.
an Oklahoma Corporation

Kenneth L. Agee, President

State of Oklahoma)
) ss.
County of _____)

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in the above County, State of Oklahoma, on this _____ day of _____, _____, personally appeared Ken Agee, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my and affixed my official seal on the day and year last above written.

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

“Exhibit A”

Cimarron Industrial Park at Woodring Regional Airport, containing 67 acres (M.O.L.), said tract being a part of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Twenty-Two (22) North, Range Five (5) West of the Indian Meridian, Garfield County, Oklahoma.

CANVASS OF BIDS
for

2014 Sanitary Sewer Video Inspections
S-1402B

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Luckinbill, Inc. Enid, OK	Total Bid	\$92,100.00
Bid meets or exceeds all major specifications:	<u>X</u> YES	<u> </u> NO
Bid meets or exceeds all minor specifications:	<u>X</u> YES	<u> </u> NO

DEVIATIONS: **None.**

Interra-Hydro, Inc. Austin, TX	Total Bid	\$131,757.00
Bid meets or exceeds all major specifications:	<u>X</u> YES	<u> </u> NO
Bid meets or exceeds all minor specifications:	<u>X</u> YES	<u> </u> NO

DEVIATIONS: **None.**

Tri-Star Utilities, Inc. Independence, KS	Total Bid	\$215,750.00
Bid meets or exceeds all major specifications:	<u>X</u> YES	<u> </u> NO
Bid meets or exceeds all minor specifications:	<u>X</u> YES	<u> </u> NO

DEVIATIONS: **None.**

Mathews Trenching Co., Inc. Oklahoma City, OK	Total Bid	\$353,400.00
Bid meets or exceeds all major specifications:	<u>X</u> YES	<u> </u> NO
Bid meets or exceeds all minor specifications:	<u>X</u> YES	<u> </u> NO

DEVIATIONS: **None.**

RECOMMENDATION:

Award contract to Luckinbill, Inc. in the amount of \$92,100.00.

CANVASS OF BIDS
for

2014 Sanitary Sewer Chemical Root Control
S-1402C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Luckinbill, Inc. Enid, OK	Total Bid	\$66,635.16

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

DEVIATIONS: Did not provide Specimen Label with MSDS, Pollution Liability Insurance Certificate, Contractor's Qualification Page incomplete, proof of treating at least 300,000 LF of line and calendar days on Proposal Sheet.

Dukes Root Control, Inc. Syracuse, NY	Total Bid	\$68,949.76
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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: **None.**

Municipal Sales, Inc. Saratoga, NY	Total Bid	\$80,996.61
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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: **None.**

RECOMMENDATION:

Award contract to Dukes Root Control, Inc. in the amount of \$68,949.76.

CANVASS OF BIDS
for

**Sanitary Sewer Manhole Ring & Lid Replacement Program
S-1402D**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Budget Plumbing & Construction Enid, OK	Total Bid	\$37,300.00

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

DEVIATIONS: **None.**

Luckinbill, Inc. Enid, OK	Total Bid	\$40,850.00
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: YES X NO

DEVIATIONS: **Additional Alternate No. 1 not provided, per Addendum No. 1.**

RECOMMENDATION:

**Award contract to Budget Plumbing & Construction, LLC in the amount of
\$37,300.00**

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

DEVIATIONS: Did not meet the specifications, the proposal was received incomplete.

RECOMMENDATION: Award contract to Luckinbill, Inc., in the amount of \$ 679,860.00.

**Enid Police Department & Garfield County Sheriff's Department
Budget Narrative 2014-H1741-OK-DJ
Fiscal Year 2014**

The Enid Police Department plans to use \$13,069.00 of JAG funds to purchase fourteen (14) X26E Tasers, twenty eight (28) cartridges for the X26E Taser, and fourteen (14) X26E holsters at a total estimated cost of \$13,304.61. The amount above the \$13,069.00 allotted by this grant will be encumbered by the Enid Police Department.

The Garfield County Sheriff's department will use their portion of the JAG funds, \$5,602.00, with other funds, to purchase a new police cruisers and vehicle emergency equipment to add to their fleet. These vehicles will afford them an increased police presence as more vehicles will patrol their service area.

The total allocation under this grant is \$18,671.00.

Part 1. Budget Summary

Budget Category	Cost
Personnel	\$ 00,000.00
Fringe Benefits	\$ 00,000.00
Travel	\$ 00,000.00
D. Equipment	\$ 18,671.00
E. Supplies	\$ 00,000.00
F. Construction	\$ 00,000.00
G. Consultants/Contracts	\$ 00,000.00
H. Other	\$ 00,000.00
I. Indirect	\$ 00,000.00
TOTAL DIRECT COST (Federal Funds)	\$ 18,671.00
TOTAL INDIRECT COST	\$ 00,000.00
TOTAL ADMINISTRATIVE COSTS	\$ 00,000.00
TOTAL PASS THROUGH COSTS	\$ 00,000.00
TOTAL COSTS	\$ 18,671.00
NON-FEDERAL FUNDS TO SUPPORT PROJECT	\$ 00,000.00
TOTAL PROJECT COSTS (No Match Required)	\$ 18,671.00

Budget Detail Worksheet for Grant Funded Expenditures

Item	Computation	Cost
D. EQUIPMENT: GARFIELD COUNTY – VEHICLE PROGRAM		
	Used Police Interceptor Cars (1 Unit)	\$ 5602.00
	Total Vehicle/Equipment Cost (1 Units)	\$ 5602.00
E. SUPPLIES: ENID – COMPUTER EQUIPMENT		
	(14) X26E Tasers	\$ 11,983.30
	(28) X26E Cartridges	\$ 743.40
	(14) X26E Holsters	\$ 489.30
	Shipping	\$ 88.61
	Total Equipment Cost	\$ 13,304.61
F. Any extra funds will be used to purchase one extra handheld radar unit. The remainder of the cost for this unit will be paid by the Enid Police Department.		
TOTAL		\$ 18,671.00

Budget Narrative:

Personnel

No personnel are authorized or anticipated.

Fringe Benefits

No fringe benefits are authorized or anticipated.

Travel

No travel is authorized or anticipated.

Equipment

The Garfield County Sherriff's department will expend \$6009.00 anticipated by the grant to help purchase a used police interceptor to add to their current fleet and assign this vehicle to officers as patrol units. Sheriffs will use the patrol unit to respond to calls for service and to patrol areas currently receiving limited services due to vehicle shortages. To the extent that the acquisition cost of the proposed patrol units exceed the amount of the federal grant allocation, any additional local funds required to complete the purchase will be sustained by the Garfield County Sheriff's department as local match.

Supplies

The City of Enid Police Department is placing a concentrated effort on reducing traffic accidents within the jurisdiction of the City of Enid. As part of this project the City of Enid Police Department has purchased one (1) Decatur Handheld Speed/Distance Lidar Unit to increase the accuracy in measuring distances in both accident and crime scene investigations. This unit will also increase effectiveness in monitoring speed during traffic enforcement efforts. The Enid Police Department will also purchase one (1) Moro Vision ATAC 360 degree Advanced Acquisition Camera System for the new SWAT Operations Vehicle. This unit will assist the SWAT team in low light searches of property and suspects increasing the safety for SWAT members during low/no light incidents. Finally, the Enid Police Department will purchase seven (7) Dell OptiPlex Computer Systems to replace old Windows 98 units that are currently in use at the police department. This will increase the effectiveness of the personnel currently using the old, outdated systems. The total estimated cost is \$14471.00. Should the actual cost be more than the estimated costs, the extra cost is being paid by the Enid Police Department.

Construction

No construction is authorized or anticipated.

Consultants/Contracts

No consultants are authorized or anticipated.

Other

No other costs are anticipated.

Indirect Costs

No indirect costs are authorized or anticipated.

JAG Grant # 2014-H1741-OK-DJ
City of Enid Police Department/Garfield County, Oklahoma

Program Narrative:

The City of Enid Police Department and Garfield County Sheriff's Department are in need of equipment and technology improvements that are not afforded in the general budget. The disparate jurisdictions of the City of Enid and Garfield County will use their \$18,671.00 allocation of BJA grant funds to support the Enid Police and Garfield County Sheriff Departments with the following equipment. The Enid Police Department will purchase fourteen (14) X26E Tasers, twenty eight (29) cartridges for the X26E Taser, and fourteen (14) X26E holsters at a total estimated cost of \$13,304.61. The amount above the \$13,069.00 allotted by this grant will be encumbered by the Enid Police Department.

The Sheriff's Department will utilize the \$5,602.00 to assist in the purchase of a police cruiser and emergency equipment.

Patrol and Traffic Enforcement on Enid

It is the mission of the Enid Police Department to build and maintain a cooperative relationship with the citizens of our community, with Local, State and Federal government entities and other agencies and with these partnerships, to prevent and deter crime, to preserve the peace, to protect life and property, to apprehend criminals, to recover lost and stolen property, to respect and protect the Constitutional rights of individuals and to enforce, in fair and impartial manner, the ordinances of the City of Enid, Oklahoma, the laws of the State of Oklahoma and the laws of the United States of America. Well trained people, equipment, and citizen involvement make the Enid Police Department better able to provide law enforcement services to the community.

Patrol and Criminal Enforcement in Garfield County

The Garfield County Sheriff's Department has not only law enforcement responsibilities for the county, which includes a patrol area of one thousand eighty square miles, but additional responsibilities to the District Court to include transport of prisoners and inmates of the county jail to court, local medical facilities, as well as extradition from other jurisdictions. The Sheriff's Department vehicles average between 30,000-80,000 miles per unit, depending on their assignment. The Sheriff's Department is in need of additional vehicles as well as emergency equipment for those vehicles. The funds provided would assist in the purchase of a new vehicle and emergency equipment for that vehicle. This would allow for increased patrols and increased response time, which are quantitative performance measures.

RESOLUTION

A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$339,500.00.

WHEREAS, the appropriated amounts for the 2013-2014 Enid Municipal Authority fiscal financial plan in the Enid Municipal Authority Operations Department must be increased by \$339,500.00 to provide funding for professional architectural firm's services that are required to design a downtown, multi-level parking garage to integrate with and complement the proposed downtown hotel, which will successfully complete this phase of the downtown revitalization; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the Capital Improvement Fund Capital Improvement department to provide the necessary funding utilizing the 1% Sales Tax funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2013-2014 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

FUND 31 ENID MUNICIPAL AUTHORITY	
EMA Operations Department	\$339,500.00

Adopted this 6th day of May 2014.

Chairman

(Seal)

ATTEST:

City Clerk

PURCHASING CARD CLAIMS LIST

5-6-14

FUND 10 DEPT 000 - N.A.

AT&T*BILL PAYMENT	PO0121146	MONTHLY SERVICE 4/14	347.09
<u>N.A. TOTAL</u>			<u>347.09</u>

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AMPCO PARKING OKLAHOMA	PO0121146	PARKING/NAB CONF/S KIME	34.00
AT&T DATA	PO0121146	IPAD DATA PLAN 3/14	30.00
AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	25.00
ATT*PAYMENT	PO0121146	IPAD DATA PLAN 5/14	236.25
BELLAGIO SNACKS	PO0121146	MEAL/NAB CONF/S KIME	12.92
CABLINGPLS7604711112	PO0121146	M-1414A MODULE/FACEPLATE/CORD	217.47
CAESARS HOTEL & CASINO	PO0121146	LODGING/NAB CONF/S KIME	865.76
CENTRAL MICHEL RICHARD	PO0121146	MEALS (3)/NAB CONF/S KIME	105.61
CHEDDAR'S #410	PO0121146	MEAL/GRANT WRITING CLASS/S CARR	10.56
CHEESECAKE LAS VEGAS	PO0121146	MEAL/NAB CONF/S KIME	39.62
DELTA 00673958790024	PO0121146	AIRFARE/NAGC CONF/D SILAS	463.00
DISH NETWORK-ONE TIME	PO0121146	MONTHLY DISH SERVICE 4/14	54.99
ENID WINNELSON CO	PO0121146	M-1414A WALL LAV/TOILET/GRAB BARS	677.48
HOBBY-LOBBY #0008	PO0121146	PAPER	1.57
HOSPITALITY KIOSKS	PO0121146	MEAL/NAB CONF/S KIME	7.50
JENKINS & PRICE	PO0121146	M-1414A SOAP/SOAP/TOWEL DISPENSER	106.69
JOSE CUERVO C 30400550	PO0121146	MEAL/NAB CONF/S KIME	20.13
K-LOG, INC.	PO0121146	M-1414A COUNCIL CHAMBERS DESK	527.66
KNOCK KNOCK	PO0121146	MESSAGE MOUSE PADS (8)	80.00
LA BAGUETTE	PO0121146	MEAL/GRANT WRITING COURSE/S CARR	17.29
LOCKE SUPPLY - ENID	PO0121146	PVC GLUE/PRIMER/FITTINGS	12.75
LOWES #00205*	PO0121146	M-1414A COVE BASE/MIRROR/LUMBER	734.31
NAGC	PO0121146	NAGCC REGISTRATION/D SILAS	725.00
ON THE SIDEWALK BAR AN	PO0121146	MEAL (2)/LIBRARY MTG	21.34
WM SUPERCENTER #499	PO0121146	BOTTLED WATER/COFFEE	54.51
<u>ADMINISTRATIVE SERVICES TOTAL</u>			<u>5,081.41</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

AMPCO PARKING OKLAHOMA	PO0121146	PARKING/IPMA CONF/S KEY	42.00
AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
CHIMA STEAKHOUSE	PO0121146	MEAL/IPMA CONF/S KEY	33.63
CITY SMOKE	PO0121146	MEAL/IPMA CONF/S KEY	11.74
DELTA 00682387171863	PO0121146	BAGGAGE FEE/IPMA CONF/S KEY	50.00
HOME TEAM SPOR20350419	PO0121146	MEAL/IPMA CONF/S KEY	13.06
HYATT HOUSE CHARLOTTE	PO0121146	LODGING/IPMA CONF/S KEY	875.90
LOWES #00205*	PO0121146	GIFT CARD/RETIREMENT/FLOWERS/SOIL	703.28
MCCORMICK SCHMICKS	PO0121146	MEAL/IPMA CONF/S KEY	25.71
OREILLY AUTO 00001883	PO0121146	FIXAFLAT VALVE STEMS	12.56
PREHIRE SCREENING SERV	PO0121146	PRE-EMPLOYMENT BACKGROUND CHECKS	307.25
QUEEN CITY Q LLC	PO0121146	MEAL/IPMA CONF/S KEY	12.75
ROCK BOTTOM-CHARLOTT43	PO0121146	MEAL/IPMA CONF/S KEY	24.93
SQ *SHUMET, CHAUFFEUR,	PO0121146	TAXI/IPMA CONF/S KEY	30.00
SQ *ABDIRAHIM IBRAHIM	PO0121146	TAXI/IPMA CONF/S KEY	30.00
STAPLES DIRECT	PO0121146	LABEL/PAPER/PAPER/CLIPS/POSTIT/FLAGS	56.43
THE RITZ-CARLTON BOA F	PO0121146	MEAL/IPMA CONF/S KEY	5.33
TRUCKPRO INC 034	PO0121146	WHEEL CHOCKS	360.00
WAL-MART #0499	PO0121146	VENDING MACHINE SNACKS	133.35
WM SUPERCENTER #499	PO0121146	PLANT	20.00
<u>HUMAN RESOURCES TOTAL</u>			<u>2,777.92</u>

FUND 10 DEPT 120 - LEGAL SERVICES

HILTON BALTIMORE	PO0121146	LODGING (2)/IMLA CONF	311.85
NATL ASSOC OF LEGAL AS	PO0121146	NALA RECERTIFICATION/STEIN	125.00
OFFICE DEPOT #1079	PO0121146	SCANNER/COFFEE	282.72
STAPLES DIRECT	PO0121146	TONER/BATTERIES/RUBBER BANDS/INK PADS	279.02

PURCHASING CARD CLAIMS LIST

5-6-14

VISTAPR*VISTAPRINT.COM

PO0121146

STAMPS

35.79

LEGAL SERVICES TOTAL

1,034.38

PURCHASING CARD CLAIMS LIST

5-6-14

FUND 10 DEPT 140 - SAFETY

ATT*PAYMENT	PO0121146	IPAD DATA PLAN (2) 4/14	60.00
JUMBO FOODS	PO0121146	COFFEE	24.97
PARADISE DONUTS	PO0121146	MEAL (13)/SAFETY REP MEETING	12.98
RAPID DETECT, INC	PO0121146	DRUG SCREENING KITS	848.00
STAPLES 00106633	PO0121146	COMPUTER DOCK CONNECTOR/ADAPTER	68.00
		SAFETY TOTAL	1,013.95

FUND 10 DEPT 200 - GENERAL GOVERNMENT

ARBY'S 1805	PO0121146	MEALS (14)/COE LUNCH MTG	97.85
MARCOS PIZZA - ENID	PO0121146	MEAL (20)/SPECIAL COUNCIL MTG	106.93
WAL-MART #0499	PO0121146	VENDING MACHINE SNACKS	169.98
		GENERAL GOVERNMENT TOTAL	374.76

FUND 10 DEPT 210 - ACCOUNTING

ATT*PAYMENT	PO0121146	IPAD DATA PLAN 5/14	14.99
		ACCOUNTING TOTAL	14.99

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMPCO PARKING OKLAHOMA	PO0121146	PARKING/NAB SHOW/D WATKINS	21.00
ARAMARK LAS VEGAS CONV	PO0121146	MEAL/NAB SHOW/D WATKINS	25.40
ATT*PAYMENT	PO0121146	IPAD DATA PLAN 5/14	22.50
BARRIO CAFE T430038236	PO0121146	MEAL/NAB SHOW/D WATKINS	21.40
ENTRUST, INC.	PO0121146	SSL CERTIFICATE RENEWAL (3 YEARS)	762.00
FARONICS TECHNOLOGIES	PO0121146	DEEFPREEZE SOFTWARE	90.00
GROUPON INC	PO0121146	ONLINE TRAINING	69.00
HARD ROCK LAS VEGAS R	PO0121146	MEAL/NAB SHOW/D WATKINS	37.84
LAS VEGAS SUPERSHUTTLE	PO0121146	SHUTTLE/NAB SHOW/D WATKINS	11.00
NELLIS TAXI	PO0121146	TAXI/NAB SHOWD WATKINS	16.80
PF CHANG'S #8700	PO0121146	MEAL/NAB SHOW/D WATKINS	21.32
PH LODGING	PO0121146	LODGING/NAB SHOW/D WATKINS	293.44
PH SPICE MARKET BUFFET	PO0121146	MEAL/NAB SHOW/D WATKINS	32.42
PLANET DAILIES	PO0121146	MEAL/NAB SHOW/D WATKINS	48.09
WWW.NEWEGG.COM	PO0121146	SCANNER/SC CARDS	471.89
		INFORMATION TECHNOLOGY TOTAL	1,944.10

FUND 10 DEPT 350 - CODE ENFORCEMENT

WM SUPERCENTER #499	PO0121146	BOTTLED WATER/SODA/CANDY/HOME SHOW	38.69
WYNDHAM TULSA	PO0121146	LODGING/OPIA CONF/D DORRELL	174.00
WYNDHAM TULSA F&B	PO0121146	MEAL/OPIA CONF/D DORRELL	13.00
		CODE ENFORCEMENT TOTAL	225.69

FUND 10 DEPT 400 - ENGINEERING

AMAZON.COM	PO0121146	PHONE CASES (2)	87.78
AMERICAN PUBLIC WORKS	PO0121146	APWA CONF REGISTRATION/M KATTA	785.35
ATT*PAYMENT	PO0121146	IPAD DATA PLAN 5/14	26.25
		ENGINEERING TOTAL	899.38

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

APL*APPLE ITUNES STORE	PO0121146	PDF APP	9.99
AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
AT&T*PREMIER EBIL	PO0121146	IPAD DATA PLAN 4/14	120.00
BB MACHINE & SUPPLY IN	PO0121146	BEARINGS	10.08
BIG COUNTRY MEAT MARKE	PO0121146	MEAL/RETIREMENT	295.47
FS *CLEARESTIMATES	PO0121146	SOFTWARE	59.00
GRE*GMCR/KEURIG	PO0121146	COFFEE	76.00
JUMBO FOODS	PO0121146	CHARCOAL BRICKETTES	19.98
ALBRIGHT STEEL & WIRE	PO0121146	ROUND TUBE	60.09

PURCHASING CARD CLAIMS LIST

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LAMPTON WELDING SUPPLY	PO0121146	BLADE	113.00
LOWES #00205*	PO0121146	SAW/SHOP VAC/BITS/SPRAY GUN	1,356.00
MCKINLEY HARDWOODS	PO0121146	LUMBER	2,591.35

PURCHASING CARD CLAIMS LIST

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PAINT SPRAYERS UNLIMIT	PO0121146	VALVE	33.55
ROC*ROCKLER WDWRK HDWE	PO0121146	SAW GUIDE	92.98
SAMSCLUB #4731	PO0121146	LOGO SHIRTS (4)	67.92
SEARS ROEBUCK 2291	PO0121146	IMPACT/SOCKETS	159.98
SHERWIN WILLIAMS #7185	PO0121146	SPRAY TIP	39.39
T-SHIRT & MONOGRAMMING	PO0121146	EMBROIDERY (4)	19.00
WESTERN SIZZLIN	PO0121146	MEAL (5)/DEPT MEETING	78.96
WHITTON SUPPLY CO	PO0121146	ROUTER	350.10
		PUBLIC WORKS MGMT TOTAL	5,582.84

FUND 10 DEPT 710 - FLEET MGMT

AIRGAS CENTRAL	PO0121146	MIG LINER	20.04
AMAZON MKTPLACE PMTS	PO0121146	HOT CHOCOLATE	16.62
AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
ATHEY LUMBER COMPANY	PO0121146	WEDGE ANCHOR	63.79
ATW OF ENID # 01	PO0121146	CABLE TIE/TERMINAL KIT/LIGHT KIT	43.97
ENID ELECTRIC MOTOR SE	PO0121146	GRINDER CORD	61.59
LAMPTON WELDING SUPPLY	PO0121146	GLOVES	52.56
LOWES #00205*	PO0121146	SOCKET SET/CLOCKS	158.93
WHITTON SUPPLY CO	PO0121146	CARTRIDGE ROLL	36.50
		FLEET MGMT TOTAL	484.00

FUND 10 DEPT 730 - PARKS & RECREATION

AMAZON MKTPLACE PMTS	PO0121146	LETTER STENCILS	58.82
AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
ATHEY LUMBER COMPANY	PO0121146	CONCRETE BIT	34.89
ENID WINNELSON CO	PO0121146	WATER HEATER/ELEMENT/FITTINGS	339.14
FLAMING AUTO SUPPLY CO	PO0121146	FIXAFLAT	18.28
HUGHES LUMBER COMPANY	PO0121146	TUB/TILE CAULK/SILICONE	15.57
JENKINS & PRICE	PO0121146	SOAP/SOAP DISPENSER	186.45
LOCKE SUPPLY - ENID	PO0121146	BATTERY PACK/HAMMERDRILL/HYDRANT	531.81
LOCKE SUPPLY WE ENID	PO0121146	HEATER/PLUMBING ROOM	149.90
LOWES #00205*	PO0121146	TRASH CAN/PAINT/EPOXY/HOSE/SPRINKLERS	785.58
THE GARDEN HOUSE	PO0121146	RED BUD TREE	120.00
UNITED RENTALS #018798	PO0121146	SAFETY HARNESS	323.44
WAKO INC	PO0121146	BOOM NOZZLES/REPAIR KIT	288.11
		PARKS & RECREATION TOTAL	2,881.99

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
WAKO INC	PO0121146	SPRAY RIG PUMP/NOZZLE/BOOM	1,357.34
		STRMWTR & ROADWAY MAINT TOTAL	1,387.34

FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0121146	CURCUIT BREAKERS/FUSES	1,003.94
AMAZON MKTPLACE PMTS	PO0121146	FIRST AID KITS	130.71
AMAZON MKTPLACE PMTS	PO0121146	HOT CHOCOLATE	16.63
AMAZON.COM	PO0121146	BATTERY DRILL	233.19
ATHEY LUMBER COMPANY	PO0121146	DISTANCE MEASURE/STAKES (100)	116.47
ATW OF ENID # 01	PO0121146	SAFETY HASP/BOTTLED WATER	71.46
AW BRUEGGEMANN CO	PO0121146	IMPACT DRIVER	71.62
ENID WINNELSON CO	PO0121146	PVC PIPE CUTTER	30.96
JENKINS & PRICE	PO0121146	COFFEE CUPS/TABLECOVER	61.88
LOCKE SUPPLY - ENID	PO0121146	PVC PIPE	42.95
LOCKE SUPPLY WE ENID	PO0121146	RAISED COVER/RED DIRT BBQ	18.20
LOWES #00205*	PO0121146	VANITY/LADDER	216.19

PURCHASING CARD CLAIMS LIST

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MUNN SUPPLY	PO0121146	OXYGEN TANK/ACETYLENE TANK	57.21
SHERWIN WILLIAMS #7185	PO0121146	PAINT/ROLLER/PAN/LINERS	90.49
STUART C IRBY	PO0121146	WIRE/SCREWS/HOOKS	169.46
THE VACUUM CENTER	PO0121146	VACUUM	180.00
WALKER VACUUM CENTER	PO0121146	SWEEPER BELTS	8.00
		TECHNICAL SERVICES TOTAL	2,519.36
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FUND 10 DEPT 900 - LIBRARY			
AMAZON MKTPLACE PMTS	PO0121146	BOOKS (2)	24.64
AMAZON.COM	PO0121146	BOOKS (6)	109.98
AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
BABY BUMPS PLUS	PO0121146	CHILDRENS ROCKERS	238.40
BAKER & TAYLOR - BOOKS	PO0121146	BOOKS (60)	811.40
CENTER POINT LARGE PRI	PO0121146	BOOKS (8)	174.96
CONTAINERSTORE.COM	PO0121146	FILE ORGANIZER/INBOX	57.87
DART/TARTAN/MCNAUGH	PO0121146	BOOKS (182)	2,495.97
DMI* DELL K-12/GOVT	PO0121146	DESKTOP COMPUTER	1,353.08
HOBBY-LOBBY #0008	PO0121146	FRAMING/CANVAS/FELT/EGGS	145.96
JUMBO FOODS	PO0121146	LAUNDRY STAIN REMOVER/FABRIC SOFTENER	22.55
KMART 3128	PO0121146	CANDY/EHS VOLUNTEER FAIR	32.12
LOWES #00205*	PO0121146	CARPET CLEANER/SPOT REMOVER/SPRAY BOTTLES	79.23
MARRIOTT HOTELS TULSA	PO0121146	MEAL (2)/OLA CONF	24.45
ORIENTAL TRADING CO	PO0121146	DINOSAUR/GRABBERS(72)/PUZZLE/BALLS(144)	150.00
RECORDED BOOKS	PO0121146	AUDIO B00KS (15)	666.61
SCHIEBERS DONUTS & DEL	PO0121146	MEAL/DEPT MEETING	33.79
SIMPLEHUMAN	PO0121146	TRASH CAN LINERS	87.00
STAPLES DIRECT	PO0121146	FLASHDRIVES (6)/PAPER	162.37
STATE GARDENING PUB	PO0121146	ANNUAL SUBSCRIPTION	24.95
TCD*GALE	PO0121146	BOOKS (19)	422.84
THE READING WAREHOUSE	PO0121146	SUMMER READING BOOK PRIZES	750.00
WAL-MART #0499	PO0121146	DISINFECTING WIPES/TOILET SANITIZER GEL/WAX	187.90
WM SUPERCENTER #499	PO0121146	PAPER PLATES/BAKING PANS/FOOD COLOR	68.13
WWW.NEWEGG.COM	PO0121146	COMPUTER MONITOR	157.58
		LIBRARY TOTAL	8,311.78
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FUND 20 DEPT 205 - AIRPORT			
8008089000 PIONEERTELE	PO0121146	MONTHLY SERVICE 4/14	27.10
FARONICS TECHNOLOGIES	PO0121146	DEEFPREEZE SOFTWARE	45.00
FASTENAL COMPANY01	PO0121146	BOLTS/LAWNMOWER	26.94
SPRINGHILL SUITES ARDM	PO0121146	LODGING/OAOA CONF/D OHNESORGE	198.00
PREMIER MAPS	PO0121146	(CREDIT) MAP AD	(530.50)
WM SUPERCENTER #499	PO0121146	PILOT CAR KEYS	3.56
		AIRPORT TOTAL	(229.90)
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FUND 22 DEPT 225 - GOLF			
ATW OF ENID # 01	PO0121146	POWER STEERING FLUID	39.98
BRADFORD INDUS SUPPLY	PO0121146	FAN MOTOR/CAPACITOR	116.48
DISH NETWORK-ONE TIME	PO0121146	MONTHLY DISH SERVICE 4/14	222.00
HIBU INC. - WEST	PO0121146	ADVERTISING 4/14	68.00
SUDDENLINK-NAT'L SITE	PO0121146	MONTHLY INTERNET 4/14	61.45
		GOLF TOTAL	507.91
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FUND 31 DEPT 230 - UTILITY SERVICES			
STAPLES 00106633	PO0121146	PRINTER CARTRIDGES	53.99
		UTILITY SERVICES TOTAL	53.99
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FUND 31 DEPT 760 - SOLID WASTE			
AIRGAS CENTRAL	PO0121146	MIG WIRE/WELDING JACKET	175.02
ALBRIGHT STEEL & WIRE	PO0121146	ANGLE IRON	71.59
ALBRIGHT STEEL & WIRE	PO0121146	V229 SQUARE TUBE	131.16

PURCHASING CARD CLAIMS LIST

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AT&T DATA	PO0121146	IPAD DATA PLAN 4/14	30.00
AT&T*PREMIER EBIL	PO0121146	IPAD DATA PLAN 4/14	584.49
ATT*PAYMENT	PO0121146	IPAD DATA PLAN 5/14	190.00
BAKER'S ALTERNATOR & S	PO0121146	V213 ALTERNATOR	239.00
COLORID	PO0121146	TRASH PASS ID CARDS	77.25
GREAT HIBACHI	PO0121146	MEAL (3)/DEPT MEETING	27.00
PAYPAL *ACCESORYWIZ	PO0121146	IPHONE CHARGER	8.95
PAYPAL *ECONOMICALS	PO0121146	STEP LADDER	40.19
PAYPAL *EVERYTHINGE	PO0121146	COFFEE CREAMER	39.00
STAPLES 00106633	PO0121146	PRINTER INK/STICKY NOTE HOLDER	190.32
STEVENS FORD LINCOLN M	PO0121146	V228 KEY PROGRAM	40.00
USPS 39282704133607748	PO0121146	SHIPPING FEES	24.95
WAL-MART #0499	PO0121146	V218 TOTE/V211 TOTE/AUTO WIPE	47.83
WHITTON SUPPLY CO	PO0121146	TAPER CARTRIDGE	85.00
WINCHELL'S DONUTS	PO0121146	MEAL (31)/DEPT MEETING	16.98
WM SUPERCENTER #499	PO0121146	WATER/MOUNTING TAPE/STICKY NOTES/PENS	73.64
ALBRIGHT STEEL & WIRE	PO0121146	ANGLE IRON	40.10
		SOLID WASTE TOTAL	2,132.47

FUND 31 DEPT 790 - WATER PRODUCTION

GODADDY.COM CANADA	PO0121146	DOMAIN EXTENTION	132.20
INTERNATIONAL TRANSACTION	PO0121146	DOMAIN EXTENTION/CONVERSION FEE	1.32
LOWES #00205*	PO0121146	HERBICIDE	14.91
		WATER PRODUCTION TOTAL	148.43

FUND 31 DEPT 795 - WATER RECLAMATION SVS

2000 CED	PO0121146	WIRE	910.00
ACE HARDWARE	PO0121146	TRIMMER LINE	13.99
AT&T O519 8327	PO0121146	CELL PHONE CHARGER	21.00
AT&T*PREMIER EBIL	PO0121146	IPAD DATA PLAN 4/14	245.00
ATW OF ENID # 01	PO0121146	PRYBAR	26.99
DOLLAR-GENERAL #0594	PO0121146	WIPES	4.88
ENID WINNELSON CO	PO0121146	FILL VALVE/FLAPPER	14.22
JUMBO FOODS	PO0121146	MEAL/RETIREMENT/D HESS	270.74
NAPOLIS ITALIAN RESTAU	PO0121146	MEAL/VEIOLA MEETING	14.94
RIB CRIB 44	PO0121146	MEAL (3)/VEIOLA MEETING	44.00
RITZ SAFETY SUPPLIES	PO0121146	SAFETY HARNESS (3)/SAFETY LANYARD (4)	587.78
SEPTIC SOLUTIONS INC	PO0121146	GREASE SAMPLER	139.00
STAPLES 00106633	PO0121146	FILE ORGANIZER/FILE JACKETS/PAPER CLIPS	35.78
UNITED SUPERMARKET 3	PO0121146	MEAL/RETIREMENT/D HESS	87.62
WAL-MART #0499	PO0121146	(CREDIT) RETURN/RETIREMENT/D HESS	(83.20)
WATER TECH INC	PO0121146	POLYMER/CHEMICALS	1,689.42
WM SUPERCENTER #499	PO0121146	MEAL/RETIREMENT/D HESS	113.68
		WATER RECLAMATION SVS TOTAL	4,135.84

FUND 40 DEPT 405 - CAP. IMPROVEMENT

1000BULBS.COM	PO0121146	P-1405A LED HANGERS	136.04
ALLIED ELECTRONICS INC	PO0121146	P-1205A ROLLERS/BRUSHES	39.38
ATHEY LUMBER COMPANY	PO0121146	P-1205A LUMBER	122.94
AW BRUEGGEMANN CO	PO0121146	P-1205A CAROUSEL RING ASSEMBLY	269.16
CARTER PAINT COMPANY	PO0121146	P-1205A SPRAYERS	21.86
LOWES #00205*	PO0121146	P-1205A IMPACTOR/LUMBER/LIGHTING/CORDS	1,207.06
SHERWIN WILLIAMS #7185	PO0121146	P-1205A PAINT	131.82
STUART C IRBY	PO0121146	P-1205A ELECTRICAL PARTS	383.52
		CAP. IMPROVEMENT TOTAL	2,311.78

FUND 50 DEPT 505 - 911

GBS GRILL AND LOUNGE	PO0121146	MEAL (2)/FAIRVIEW/911 MEETING	26.54
		911 TOTAL	26.54

PURCHASING CARD CLAIMS LIST

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FUND 51 DEPT 515 - POLICE

BUILDASIGN.COM	PO0121146	RECRUITING BANNER	79.99
CINCO DE MAYO	PO0121146	MEALS(3)/BURLINGTON NORTHERN TRAINING	34.98
CITY 3 MART	PO0121146	MEAL/DRE SCHOOL/K HUGHES	15.44
CTS 545	PO0121146	V2063 FUEL/CLEET	32.82
CTS 545	PO0121146	V96 FUEL/CLEET	35.00
EARLS RIB PALACE	PO0121146	MEAL/DRE SCHOOL/OKC/K HUGHES	9.44
EL PATIO LLC	PO0121146	MEAL (3)/TRAFFIC SCHOOL	24.49
EL POTRILLO	PO0121146	MEAL (3)/TRAFFIC SCHOOL	35.00
GEORGIA ARMS INC	PO0121146	AMMUNITION	800.00
HEAD COUNTRY BAR-B-	PO0121146	MEAL (3)/TRAFFIC SCHOOL	50.00
HIDEAWAY PIZZA #3	PO0121146	MEAL/DRE/OKC/K HUGHES	20.67
HOBBY-LOBBY #0008	PO0121146	CUSTOM FRAME	218.00
HOOTERS OF OKLAHOMA CI	PO0121146	MEALS/DRE SCHOOL/K HUGHES	46.02
JACKSON CHRYSLER DODGE	PO0121146	V2168 FAN	871.19
JOHNNY'S RIB SHACK	PO0121146	MEAL/DRE SCHOOL/K HUGHES	10.99
LAW ENFORCEMENT TARGET	PO0121146	TARGETS/BACKERS	635.00
LOVE S COUNTRY00002188	PO0121146	V2075 FUEL/DRE SCHOOL/K HUGHES	24.05
MURPHY6578ATWALMRT	PO0121146	V2185 FUEL/CLEET	95.76
MURPHY6578ATWALMRT	PO0121146	V96 FUEL/CLEET	34.81
NPCA	PO0121146	NPCA MEMBERSHIP FEES/G FUXA	80.00
PAPA JOHN'S #4437	PO0121146	MEAL/EVIDENCE SCHOOL/T HOPPES	15.58
RAMCO UNDERCAR SPECIAL	PO0121146	V408 CAT CONTERTER	601.63
RIB CRIB 58	PO0121146	MEAL (2)/CLEET	30.56
RUDY'S COUNTRY STORE&B	PO0121146	MEAL/EVIDENCE SCHOOL/T HOPPES	16.32
RUSTY BARRELL SUPPER C	PO0121146	MEAL (3)/TRAFFIC SCHOOL	50.00
SALTGRASS - NORMAN	PO0121146	MEAL/DRE SCHOOL/K HUGHES	7.24
SHELL OIL 57546327206	PO0121146	FUEL/EVIDENCE SCHOOL/T HOPPES	49.25
SUBWAY 00177055	PO0121146	MEALS (3)/DRE SCHOOL/K HUGHES	30.65
TEXAS RDHSE HOLDINGS L	PO0121146	MEAL/DRE SCHOOL/K HUGHES	30.44
USPS 39282704133607748	PO0121146	SHIPPING FEES	16.67
		POLICE TOTAL	4,001.99

FUND 52 DEPT 525 - C.I.C.

STAPLES 00106633	PO0121146	PRINTER INK	94.99
		C.I.C. TOTAL	94.99

FUND 65 DEPT 655 - FIRE

AMAZON.COM	PO0121146	GLOVES (9)	368.03
ARBY'S 6426	PO0121146	MEALS (3)/PIERCE TRAINING	26.62
ATW OF ENID # 01	PO0121146	OIL/BROOM/TOOLBOX	206.90
ATW OF ENID # 01	PO0121146	V1006 TOW STRAP	64.97
AUTOZONE #0505	PO0121146	V1034 HEATER HOSE FITTING	16.98
BAYMONT INN AND SUITES	PO0121146	LODGING/OFCA CONF/W BURKHART	240.00
BEST WESTERN INN AND C	PO0121146	LODGING (3)/PIERCE SCHOOL	284.46
ENID WINNELSON CO	PO0121146	REPAIR COUPLING	33.61
EURO-PRO SALES COMPANY	PO0121146	VACUUM CLEANERS (2)	359.64
FELD FIRE	PO0121146	GLOVES (13)/FIRE HOODS (5)	1,095.74
FLAMING AUTO SUPPLY CO	PO0121146	PLIERS	21.49
HAMPTON INN NORMAN	PO0121146	LODGING/PIERCE TRAINING/T DOWERS	83.00
LOVE S COUNTRY00002188	PO0121146	V1018 FUEL/PIERCE TRAINING	67.33
LOWES #00205*	PO0121146	GROUNDING CONNECTORS/SWIVELS/CASTERS	111.78
LOWES #00205*	PO0121146	V1031/V1034 BALL VALVES/FITTING	69.96
LYNDA.COM	PO0121146	ONLINE TRAINING LIBRARY 4/14	37.50
MCALISTER'S DELI 713	PO0121146	MEALS (2)/TRUCK REPAIR DELIVERY	16.04
MCDONALD'S F10726	PO0121146	MEAL/PIERCE TRAINING/T DOWERS	4.85
MCDONALD'S F5184	PO0121146	MEAL/OFCA CONF/W BURKHART	5.69
NFPA NATL FIRE PROTECT	PO0121146	NFPA MEMBERSHIP/K HELMS	165.00
OK STATE FIREFIGHTERS	PO0121146	STATE FIRE SCHOOL REGISTRATION (3)	165.00
PANDA EXPRESS 1445	PO0121146	MEAL/OFCA CONF/W BURKHART	9.07

PURCHASING CARD CLAIMS LIST

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SADDORIS COMPANIES INC	PO0121146	TOWEL SERVICE	66.54
STAPLES 00106633	PO0121146	LAMINATING	8.00
TEXAS ROADHOUSE 2203	PO0121146	MEAL/PIERCE SCHOOL/T DOWERS	13.99
THE UPS STORE 5063	PO0121146	SHIPPING FEES	22.64
TLF ENID FLORAL AND GI	PO0121146	(CREDIT) TAX CHARGED	(6.26)
TRAPPERS FISH CAMP & G	PO0121146	MEAL/PIERCE SCHOOL/K HAGER	41.79
WAL-MART #0499	PO0121146	(CREDIT) M-1409 TV MOUNT RETURNED	(149.00)
WITMER PUBLIC SAFETY G	PO0121146	FACESHIELD	209.48
WM SUPERCENTER #499	PO0121146	M-1409 TV MOUNT	79.00
WM SUPERCENTER #499	PO0121146	RADIOS	49.76
		FIRE TOTAL	3,789.60

FUND 99 DEPT 995 - EPTA

AT&T O519 8327	PO0121146	CELL PHONE CASE	35.00
ATT*PAYMENT	PO0121146	IPAD DATA PLAN 5/14	40.00
ATT*PAYMENT	PO0121146	TABLET DATA PLAN (6) 5/14	240.00
CHILI'S ENID	PO0121146	EMPLOYEE OF MONTH/GIFT CARD	25.00
INDUSTRIAL MATERIALS	PO0121146	DOOR STOPS/BATHROOM SIGNS	32.25
JUMBO FOODS	PO0121146	MEAL (14)/DEPT MEETING	8.48
LOWES #00205*	PO0121146	COUNTER TOPS	129.35
ROXIES AUTO BEAUTY SAL	PO0121146	V8565 SEAT CLEANING	105.00
SUBWAY 00272047	PO0121146	MEAL (14)/DEPT MEETING	40.00
		EPTA TOTAL	655.08

JP MORGANCHASE CLAIMS LIST TOTAL \$ 52,509.70

PURCHASE ORDER CLAIMS LIST

5/6/2014

FUND 10 DEPT 000 - N.A.

01-00565	STAERKEL VET CLINIC	PO0120911	REIMB/SPAY/NEUTER	\$390.00
01-01472	STAPLES ADVANTAGE	PO0120879	PADS/PENS/CLIPS/ST	\$14.36
01-01472	STAPLES ADVANTAGE	PO0121039	STAPLES/TISSUES/STICKIES/ST	\$63.19
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$347.09
01-03315	RED ROCK DISTRIBUTING CO.	PO0120884	UNLEADED/ST	\$23,204.43
01-03398	HAWORTH VETERINARY CLINIC	PO0120939	REIMB/SPAY/NEUTER	\$71.00
01-03624	ALVA VETERINARY CLINIC	PO0120940	REIMB/SPAY/NEUTER	\$103.00
01-03718	BUSINESS WORLD, INC.	PO0121048	COPIER MAINTENANCE 2/14	\$52.93
01-04340	STEINERT VETERINARY CLINIC, INC.	PO0120943	REIMB/SPAY/NEUTER	\$100.00
01-05041	ENID PET HOSPITAL	PO0120942	REIMB/SPAY/NEUTER	\$273.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0120981	DIESEL/ST	\$22,911.89
01-15125	OK GAS & ELECTRIC	PO0120869	MONTHLY SERVICE 3/14	\$570.33
01-15125	OK GAS & ELECTRIC	PO0120870	MONTHLY SERVICE 3/14	\$1,151.79
01-15125	OK GAS & ELECTRIC	PO0121052	MONTHLY SERVICE 4/14	\$290.41
01-15125	OK GAS & ELECTRIC	PO0121053	MONTHLY SERVICE 4/14	\$42,066.28
01-15125	OK GAS & ELECTRIC	PO0121054	MONTHLY SERVICE 4/14	\$1,252.89
01-15125	OK GAS & ELECTRIC	PO0121068	MONTHLY SERVICE 4/14	\$173.61
01-15127	OK NATURAL GAS	PO0120871	MONTHLY SERVICE 3/14	\$863.18
01-15127	OK NATURAL GAS	PO0121055	MONTHLY SERVICE 4/14	\$1,361.29
01-15127	OK NATURAL GAS	PO0121065	MONTHLY SERVICE 4/14	\$1,835.41
01-16004	PDQ PRINTING	PO0121006	ENVELOPES/ST	\$640.00
01-19047	AT & T	PO0121047	MONTHLY SERVICE 4/14	\$8,151.46
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0120906	REIMB/SPAY/NEUTER	\$290.00
01-33090	CAT CLINIC, INC.	PO0120941	REIMB/SPAY/NEUTER	\$30.00
01-33090	CAT CLINIC, INC.	PO0120941	REIMB/SPAY/NEUTER	\$30.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0120892	REIMB/SPAY/NEUTER	\$1,300.00
01-57310	PURCHASE POWER	PO0120918	POSTAGE RESERVE	\$4,000.00
01-67250	FRIENDS OF THE LIBRARY	PO0120929	3RD QTR DISTRIBUTION	\$894.96
01-70950	COPIERS PLUS, INC.	PO0120849	MONTHLY SERVICE 2/14	\$537.04
01-70950	COPIERS PLUS, INC.	PO0120894	COPIER MAINTENANCE 3/14	\$736.37
01-80343	FENTRESS OIL COMPANY, INC.	PO0120877	OIL/ST	\$1,624.24
			N.A. TOTAL	\$115,330.15

FUND 10 DEPT 100 - ADM. SERVICES

01-01082	CLASSIC PRINTING	PO0121117	COE NEWSLETTER	\$1,680.00
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$5,430.71
01-02103	ERIC BENSON	PO0120762	REIMB/APPRECIATION DINNER	\$416.26
01-04302	KLEMM CONSTRUCTION	PO0120767	M-1414A TAPING/PAINTING	\$8,800.00
01-04302	KLEMM CONSTRUCTION	PO0120768	M-1414A CONSTRUCTION	\$12,000.00
01-04426	GROWING HOPE NETWORK OF ENID	PO0121160	SPONSORSHIP (8 TICKETS)	\$500.00
01-16004	PDQ PRINTING	PO0120816	BUSINESS CARDS/S KIME	\$45.00
01-16004	PDQ PRINTING	PO0121172	COASTERS (250)	\$290.00
01-16145	PETTY CASH	PO0120897	REIMB/TRAVEL/J RILEY	\$109.50
01-18089	RSVP, INC.	PO0120919	SPONSORSHIP/BANQUET	\$100.00
01-20067	THILSTED ELECTRIC	PO0120774	M-1414A ELECTRICAL WORK	\$20,900.00
01-76080	SEEDORF CONSTRUCTION CO.	PO0121080	PROFESSIONAL SERVICES	\$1,216.07
			ADM. SERVICES TOTAL	\$51,487.54

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$2,295.27
01-79720	WELLS FARGO	PO0121075	401 K FEES 1/14-3/14	\$625.00
01-79720	WELLS FARGO	PO0121075	401 K FEES 10/13-12/13	\$625.00
			HUMAN RESOURCES TOTAL	\$3,545.27

FUND 10 DEPT 120 - LEGAL SVCS.

01-00191	OU MEDICAL CENTER	PO0121033	WC/MEDICAL	\$73.34
01-01284	MOORAD, AMAL E. MD.	PO0121029	WC/MEDICAL	\$516.76
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$1,034.38
01-01785	SHIELDS, CHARLES R., MD.	PO0121129	WC/MEDICAL	\$87.61

01-01800	COMMUNITY HOSPITAL, LLC	PO0121118	WC/MEDICAL	\$2,414.17
01-01800	COMMUNITY HOSPITAL, LLC	PO0121130	WC/MEDICAL	\$70.92
01-02131	LEXISNEXIS	PO0120808	ONLINE SERVICES 3/14	\$993.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0121070	WC/MEDICAL	\$256.00
01-02303	HEARTLAND PATHOLOGY CONSULTANTS, P	PO0121131	WC/MEDICAL	\$169.04
01-02425	MCGEE EYE INSTITUTE	PO0121032	WC/MEDICAL	\$367.26
01-02425	MCGEE EYE INSTITUTE	PO0121072	WC/MEDICAL	\$3,781.33
01-02425	MCGEE EYE INSTITUTE	PO0121121	WC/MEDICAL	\$7,800.20
01-02568	MSC GROUP, INC.	PO0121023	WC/MEDICAL	\$20.14
01-03022	CULLIGAN WATER CONDITION, INC.	PO0121162	BOTTLED WATER	\$9.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0121127	SUBSCRIPTION FEE/CITATION 3/14	\$2,690.79
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0121018	WC/ATTORNEY FEES	\$899.12
01-03921	EXPRESS SCRIPTS, INC.	PO0121012	WC/MEDICAL	\$2,261.39
01-03921	EXPRESS SCRIPTS, INC.	PO0121138	WC/MEDICAL	\$406.85
01-04423	JEREMY M BOUCHER, M.D.	PO0121038	WC/MEDICAL	\$931.60
01-04425	STREAMCARE LLC	PO0121035	WC/MEDICAL	\$86.48
01-16004	PDQ PRINTING	PO0120874	BUSINESS CARDS/N CHODRICK	\$45.00
01-16145	PETTY CASH	PO0120897	REIMB/COPIES	\$15.00
01-33380	DAVID OPFER	PO0120756	WC/MEDICAL	\$317.36
01-33380	DAVID OPFER	PO0120826	WC/MEDICAL	\$317.36
01-33380	DAVID OPFER	PO0121001	WC/MEDICAL	\$317.36
01-39640	RADIOLOGY ASSOC. OF ENID	PO0121022	WC/MEDICAL	\$45.88
			LEGAL SVCS. TOTAL	\$25,927.34

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$1,013.95
			SAFETY TOTAL	\$1,013.95

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-00412	JUMBO FOODS II, INC	PO0120806	MEAL/COMMISSION MTG	\$369.75
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$508.11
01-01955	T-MOBILE USA, INC.	PO0121064	MONTHLY SERVICE 3/14	\$717.09
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0120950	WASHINGTON DC RECEPTION	\$2,147.82
01-16145	PETTY CASH	PO0120897	REIMB/FILING FEES	\$163.00
01-36830	MAIN STREET ENID, INC.	PO0114759	PROGRAM FUNDING 4/14	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0120889	PUBLICATIONS	\$294.15
01-39700	GARFIELD CO. LEGAL NEWS	PO0120990	PUBLICATIONS	\$17.75
01-58150	MCAFFEE & TAFT	PO0121089	PROFESSIONAL SERVICES	\$410.66
			GENERAL GOVERNMENT TOTAL	\$10,878.33

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0120819	POSTAGE METER RENEWAL 4/14	\$240.00
01-00677	OK MUNICIPAL SERVICES CORP.	PO0120973	CONF REG/J GILBERT	\$500.00
01-01472	STAPLES ADVANTAGE	PO0120879	WIRELESS MOUSE/KEYBOARD/PAD	\$59.95
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$14.99
01-16004	PDQ PRINTING	PO0121006	ENVELOPES	\$75.00
			ACCOUNTING TOTAL	\$889.94

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-03022	CULLIGAN WATER CONDITION, INC.	PO0121162	BOTTLED WATER	\$9.00
01-16004	PDQ PRINTING	PO0120922	PERMIT APPLICATIONS	\$152.00
01-16006	PHILLIPS PRINTING, INC.	PO0120975	ORDINANCE BOOKS	\$1,106.00
			RECORDS & RECEIPTS TOTAL	\$1,267.00

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01768	AT&T INTERNET SERVICES, INC.	PO0121071	INTERNET SERVICE (3 MO)	\$2,494.25
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$1,944.10
01-04245	MLJ SYSTEMS, LLC	PO0120787	CONFIGURATION ASSISTANCE	\$750.00
01-04392	STALLARD TECHNOLOGIES, INC.	PO0120516	REFURBISHED SERVERS (2)	\$5,447.00

01-80229 HUTTON COMMUNICATION INC

PO0119154	2014 HARDWARE WARRANTY	\$2,179.18
	INFORMATION TECHNOLOGY TOTAL	<u>\$12,814.53</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-55120	QUILL CORPORATION, INC.	PO0120893	LASERJET TONER	\$242.99
COMMUNITY DEVELOPMENT TOTAL				\$242.99

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0121060	LICENSE RENEWAL/D DORRELL	\$35.00
01-01472	STAPLES ADVANTAGE	PO0120993	INK CARTRIDGE	\$63.09
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$225.69
01-02639	RON'S MOWING SERVICE	PO0120864	CLEAN UP/1019 N JEFFERSON	\$250.00
01-04116	DOWNTOWN THREADS	PO0121043	LOGO SHIRTS (4)	\$95.72
01-04377	JACKSON'S WRECKING & DEMOLITION, L	PO0120968	TRAILER REMOVAL/2730 N ADAMS	\$1,634.00
01-08022	HUGHES LUMBER CO., LLC	PO0121044	STAKES	\$60.76
01-16145	PETTY CASH	PO0120898	REIMB/FILING FEES	\$39.00
01-16145	PETTY CASH	PO0120898	REIMB/TRAVEL/D DORRELL	\$6.00
01-19212	SOUTHWEST CONSTRUCTION CODES	PO0121167	MEMBERSHIP RENEWAL (3)	\$60.00
01-64300	OK CODE ENFORCEMENT ASSOC.	PO0120890	MEMBERSHIP/D EVANS	\$35.00
01-64300	OK CODE ENFORCEMENT ASSOC.	PO0120776	CODE CLASS/D EVANS	\$150.00
01-80224	T & M PRINTING, INC.	PO0121062	BUSINESS CARDS (2)	\$59.90
CODE ENFORCEMENT TOTAL				\$2,714.16

FUND 10 DEPT 400 - ENGINEERING

01-01472	STAPLES ADVANTAGE	PO0120993	STAMP/REPORT COVERS	\$41.25
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$899.38
01-04116	DOWNTOWN THREADS	PO0121056	LOGO SHIRTS (2)	\$70.29
01-05017	ENID TYPEWRITER CO., INC.	PO0120851	COPIER MAINTENANCE 4/14	\$195.00
01-16004	PDQ PRINTING	PO0120816	BUSINESS CARDS/L SHELDON	\$45.00
01-80246	ATWOODS	PO0121025	BOOTS/J MADISON	\$84.99
ENGINEERING TOTAL				\$1,335.91

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01338	J & P SUPPLY, INC.	PO0121014	GLOVES/PAPER TOWELS/CLEANERS	\$1,216.50
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$5,409.75
01-03665	WHITTON SUPPLY CO.	PO0121031	BEARING	\$40.00
01-16145	PETTY CASH	PO0120876	REIMBURSEMENT/R CAMP	\$50.00
01-67150	DLT SOLUTIONS, LLC	PO0120799	2014 AUTO CAD SUBSCRIPTION	\$850.28
01-70950	COPIERS PLUS, INC.	PO0120894	COPIER MAINTENANCE 3/14	\$8.43
PUBLIC WORKS MGMT TOTAL				\$7,574.96

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$657.09
01-02515	ENID EYE OPTICAL, INC.	PO0120991	SAFETY GLASSES/H STEVINSON	\$127.00
01-13017	MUNN SUPPLY, INC.	PO0121050	CYLINDER RENTAL 3/14	\$388.01
01-49880	DELL MARKETING, LP	PO0117767	LAPTOP/DESKTOP COMPUTERS (3)	\$3,734.78
01-80343	FENTRESS OIL COMPANY, INC.	PO0120877	OIL PUMP METER	\$196.44
FLEET MAINTENANCE TOTAL				\$5,103.32

FUND 10 DEPT 730 - PARKS & RECREATION

01-00418	KC ELECTRIC	PO0120860	ELECTRICAL SERVICES	\$280.14
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0120796	REBAR	\$13.23
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0120835	REBAR	\$62.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0121008	REBAR	\$49.00
01-01338	J & P SUPPLY, INC.	PO0120980	BALLFIELD CONDITIONER	\$341.10
01-01338	J & P SUPPLY, INC.	PO0121159	CLEANER/DEODORANT	\$73.16
01-01517	LAVICKY SAND COMPANY, INC.	PO0121013	SAND	\$2,125.00
01-01568	OAKWOOD POOL & SPAS, INC.	PO0120868	LEAF RAKE/BRUSH	\$239.09
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$2,881.99
01-01943	JOHNSTON SEED COMPANY, INC.	PO0120805	FERTILIZER	\$153.00
01-02382	WINFIELD SOLUTIONS, LLC	PO0121170	HERBICIDE	\$2,250.00

01-02515	ENID EYE OPTICAL, INC.	PO0120991	SAFETY GLASSES/D JOHN	\$133.00
01-02515	ENID EYE OPTICAL, INC.	PO0120991	SAFETY GLASSES/L DURON	\$133.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120797	PORTABLE TOILET RENTAL 4/14	\$572.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120843	PORTABLE TOILET RENTAL 4/14	\$82.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120957	PORTABLE TOILET RENTAL 4/14	\$602.00
01-03107	CHEM-CAN SERVICES, INC.	PO0121143	PORTABLE TOILET RENTAL 4/14	\$165.00
01-03683	FIRST CLASS LAWNS & IRRIGATION	PO0121010	SERVICE CALL/IRRIGATION	\$912.00
01-03683	FIRST CLASS LAWNS & IRRIGATION	PO0121010	SERVICE CALL/IRRIGATION	\$912.00
01-03683	FIRST CLASS LAWNS & IRRIGATION	PO0121156	SERVICE CALL/IRRIGATION	\$912.00
01-04033	DOLESE BROTHERS CO., INC.	PO0120801	SCREENINGS	\$244.70
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0120914	BOOM RENTAL 3/14	\$1,826.61
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0120915	HARNES	\$323.44
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0121081	BOOM RENTAL 4/14	\$2,155.94
01-04417	BSN SPORTS, INC.	PO0120935	BASES/ANCHORS/RAKE	\$4,757.65
01-04420	STU BENGE PLUMBING, HEAT & AIR	PO0121005	COUPLINGS/FITTINGS/ORINGS	\$736.90
01-04422	STONCO INC.	PO0120995	SPARKY STATUE	\$2,285.00
01-05005	ENID CONCRETE CO., INC.	PO0120803	CONCRETE	\$526.63
01-05005	ENID CONCRETE CO., INC.	PO0120850	ROCK	\$2,856.00
01-05005	ENID CONCRETE CO., INC.	PO0120951	CONCRETE/ROCK	\$2,362.88
01-05005	ENID CONCRETE CO., INC.	PO0120960	CONCRETE	\$369.00
01-05005	ENID CONCRETE CO., INC.	PO0121009	CONCRETE	\$369.00
01-08022	HUGHES LUMBER CO., LLC	PO0120779	NAILS	\$17.88
01-08022	HUGHES LUMBER CO., LLC	PO0121011	GRAVEL MIX	\$15.00
01-16004	PDQ PRINTING	PO0120873	BUSINESS CARDS/C WHATLEY	\$45.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0120888	PAINT	\$494.75
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0121174	PAINT	\$77.04
01-30830	LOCKE SUPPLY, INC.	PO0120862	GALVANIZED CAP	\$4.45
01-30830	LOCKE SUPPLY, INC.	PO0120931	RECEPTACLE	\$26.71
01-33210	P & K EQUIPMENT, INC.	PO0120974	V-BELT/SPRING	\$40.36
01-33210	P & K EQUIPMENT, INC.	PO0121061	V567 HYD KIT/WEIGHTS/WHEEL KIT	\$5,911.53
01-35300	UNIFIRST, INC.	PO0121163	SHOP TOWEL SERVICE (3 MO)	\$487.15
01-50210	LOWE'S HOME CENTERS, INC.	PO0120810	BUTANE	\$43.66
01-50210	LOWE'S HOME CENTERS, INC.	PO0120921	HOSES/NOZZLES	\$77.82
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0120930	AIR FILTER	\$2.19
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0121164	MOWER REPAIR	\$133.02
01-70950	COPIERS PLUS, INC.	PO0120894	COPIER MAINTENANCE 3/14	\$12.02
01-80246	ATWOODS	PO0120839	BOOTS/R MCCALL	\$119.99
01-80246	ATWOODS	PO0120840	JEANS/R MCCALL	\$99.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120795	SHOVELS/RAKES	\$43.97
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120834	PAINT BRUSH/ROLLER	\$6.49
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120924	HOSES	\$21.64
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120925	PICKUP TOOL	\$37.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0121007	RAKES	\$63.96
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0121140	NUTS/BOLTS/SCREWS/DRILL BITS	\$58.20
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0121147	TARP/ROPE	\$38.98
			PARKS & RECREATION TOTAL	\$39,584.23

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0121148	FLAT IRON	\$30.03
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$1,387.34
01-02243	BB MACHINE & SUPPLY, INC.	PO0121150	V570 FITTINGS	\$91.98
01-03107	CHEM-CAN SERVICES, INC.	PO0121151	PORTABLE TOILET RENTAL 4/14	\$60.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0121145	KEY	\$36.96
01-04033	DOLESE BROTHERS CO., INC.	PO0121139	CEMENT	\$793.25
01-33210	P & K EQUIPMENT, INC.	PO0121061	V570 QUICK COUPLER	\$202.33
01-33210	P & K EQUIPMENT, INC.	PO0121061	V574 STOP/SCREWS/PLUGS	\$57.73
01-33210	P & K EQUIPMENT, INC.	PO0121061	V181 FORKS	\$750.00
01-33210	P & K EQUIPMENT, INC.	PO0121169	FILTERS/HOSES	\$875.92
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0121147	SEALANT/COIL	\$38.21
			STRMWTR & ROAD MAINT. TOTAL	\$4,323.75

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00878	BROWN'S SHOE FIT COMPANY	PO0121015	BOOTS/T BUCKLEY	\$175.50
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0120956	ANGLE/HINGE	\$52.61
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$2,519.36
01-48610	STITCHES AHEAD, INC.	PO0121030	LOGO JACKET	\$79.50

TECHNICAL SERVICES TOTAL **\$2,826.97**

FUND 10 DEPT 900 - LIBRARY

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$8,311.78
01-04412	COURTNEY BOWLES	PO0120824	BABY/SENSORY MURAL	\$375.00
01-04414	THE FOUNDATION CENTER	PO0120899	FUNDING INFO NETWORK FEE	\$995.00
01-04418	TANDUS CENTIVA, INC.	PO0120937	FLOOR FINISH/MAINTENANCE	\$196.26
01-15019	OK HISTORICAL SOCIETY	PO0120997	MICROFILM/ENID NEWS	\$105.00
01-16004	PDQ PRINTING	PO0120873	ENVELOPES	\$70.00
01-16145	PETTY CASH	PO0120875	TRAVEL/M HOLMES	\$144.89
01-16145	PETTY CASH	PO0120875	TRAVEL/J CHAMPION	\$74.64
01-16145	PETTY CASH	PO0120875	TRAVEL/L BALLARD	\$144.89
01-16145	PETTY CASH	PO0120876	REIM/TRAVEL/T FLETCHER	\$6.00
01-16145	PETTY CASH	PO0120876	REIM/TRAVEL/K LOGAN	\$144.88
01-16145	PETTY CASH	PO0120876	REIM/TRAVEL/K LOGAN	\$7.50
01-36500	STILLWATER NEWSPRESS, INC	PO0120891	ANNUAL SUBSCRIPTION 2014	\$165.00
01-45450	GARFIELD FURNITURE	PO0121003	GLIDERS (2)	\$690.00
01-55120	QUILL CORPORATION, INC.	PO0120934	PENS/BATTERIES/LABELS	\$398.96
01-55120	QUILL CORPORATION, INC.	PO0120976	SHARPIES	\$15.46
01-55120	QUILL CORPORATION, INC.	PO0120977	TEAMESS FREE PENS	\$35.71
01-80224	T & M PRINTING, INC.	PO0121004	SUMMER READING FLYERS (9,000)	\$689.90
			LIBRARY TOTAL	\$12,570.87

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03060	CENTRAL NATIONAL BANK	PO0120758	EMA SALES TAX TRANSFER 4/14	\$692,636.22
01-19099	SECURITY NATIONAL BANK	PO0120760	SCHOOL SALES TAX TRANSFER 4/14	\$99,835.57
01-77520	BANK OF OKLAHOMA	PO0120759	SCHOOL BOND TAX TRANSFER 4/14	\$85,074.64
			CAPITAL ASSETS TOTAL	\$877,546.43

FUND 14 DEPT 145 - HEALTH

01-04409	HOOPER HOLMES, INC.	PO0120763	2014 BIOMETRIC SCREENING	\$8,273.30
			HEALTH TOTAL	\$8,273.30

FUND 20 DEPT 205 - AIRPORT

01-01396	VAISALA	PO0120916	AWOS MAINTENANCE ANNUAL	\$362.50
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	(\$229.90)
01-02571	MYDER, LLC	PO0120972	ARFF TRUCK MAINTAINENCE/REPAIR	\$1,354.50
01-02712	FARMER BROS. CO.	PO0120933	COFFEE	\$48.32
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0118302	R-1316A ROAD RE-ALIGNMENT	\$247,842.41
01-03823	PIONEER FIRE & SAFETY	PO0120907	SYSTEM SERVICE/SEMI-ANNUAL	\$86.00
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0120913	BOOM LIFT	\$516.02
01-16145	PETTY CASH	PO0120882	REIMB/CLEANERS/WIPES	\$62.44
01-33210	P & K EQUIPMENT, INC.	PO0120996	OIL FILTERS	\$56.65
01-58740	STUART C. IRBY	PO0120994	LAMPS (28)	\$110.48
01-70950	COPIERS PLUS, INC.	PO0120932	ANNUAL MAINTENANCE FEE 2014	\$838.90
			AIRPORT TOTAL	\$251,048.32

FUND 22 DEPT 225 - GOLF

01-01102	ATHEY LUMBER CO., INC.	PO0120837	POSTS	\$79.16
01-01338	J & P SUPPLY, INC.	PO0120859	METERED DEODORANT/BATTERIES	\$21.90
01-01338	J & P SUPPLY, INC.	PO0121074	LINERS/TOWELS	\$225.08
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$507.91
01-02446	JOHN DEERE FINANCIAL	PO0115184	GATOR LEASE 4/14	\$323.28
01-02446	JOHN DEERE FINANCIAL	PO0114648	MOWER LEASE 5/14	\$622.37
01-03107	CHEM-CAN SERVICES, INC.	PO0121073	PORTABLE TOILET RENTAL 4/14	\$97.00
01-03623	AMERITURF	PO0120836	FERTILIZER	\$2,015.00
01-03735	PNC EQUIPMENT FINANCE	PO0120952	AERATOR LEASE 3/14 & 4/14	\$1,101.38
01-03972	NATIONAL PEN CO., LLC	PO0120866	GOLF PENCILS	\$284.83
01-04355	TARGET SPECIALTY PRODUCTS	PO0120912	FERTILIZER/HERBICIDE/DYE	\$784.00
01-13017	MUNN SUPPLY, INC.	PO0121076	CYLINDER RENTAL	\$7.14
01-15132	O'REILLY AUTO PARTS, INC.	PO0121077	BATTERY/GREENS MOWER	\$86.10
01-33210	P & K EQUIPMENT, INC.	PO0121078	GEAR SLEEVE/GREENS MOWER	\$30.40

01-33210 P & K EQUIPMENT, INC.
01-38030 DAL SECURITY, INC.

PO0121079 BEDKNIVES/SCREWS/SWITCH
PO0120999 MONTHLY MONITORING 4/14

\$323.44
\$79.00

01-38830	LIGHTLE SAND & CONSTRUCTION CO.	PO0120861	SAND	\$1,181.67
01-65460	ACTSHON PEST CONTROL	PO0120783	PEST CONTROL 4/14	\$75.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0114851	GOLF CART LEASE 4/14	\$2,649.00
01-74350	NORCE	PO0120867	JANITORIAL SERVICES 4/14	\$610.24
			GOLF TOTAL	\$11,103.90

FUND 30 DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0121161	R-1411A CRUSHER RUN	\$5,378.32
			STREET & ALLEY TOTAL	\$5,378.32

FUND 31 DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0121037	PRINTER MAINTENANCE	\$239.09
01-01163	ADVANCED WATER SOLUTIONS	PO0120788	WATER COOLER RENTAL 4/14	\$69.50
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$53.99
01-02750	AQUA EXPRESS NORTH, LLC	PO0120784	V373 TRUCK WASH	\$8.00
			UTILITY BILLING TOTAL	\$370.58

FUND 31 DEPT 315 - EMA

01-01232	RUSSELL HERRING	PO0120757	WC/MEDICAL	\$289.00
01-01232	RUSSELL HERRING	PO0120827	WC/MEDICAL	\$289.00
01-01232	RUSSELL HERRING	PO0121002	WC/MEDICAL	\$289.00
01-03919	JASON MITCHELL	PO0120755	WC/MEDICAL	\$323.00
01-03919	JASON MITCHELL	PO0120825	WC/MEDICAL	\$323.00
01-03919	JASON MITCHELL	PO0121000	WC/MEDICAL	\$323.00
			EMA TOTAL	\$1,836.00

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0115966	WHEEL LOADER RENTAL 4/14	\$2,491.21
01-00103	WARREN CAT, INC.	PO0119317	COMPACTOR RENTAL (3MO)	\$15,000.00
01-00146	CINTAS CORPORATION LOC. 624	PO0120778	SHOP TOWEL SERVICE 4/14	\$66.57
01-00146	CINTAS CORPORATION LOC. 624	PO0120958	SHOP TOWEL SERVICE 4/14	\$69.43
01-00146	CINTAS CORPORATION LOC. 624	PO0121040	TOWELS/SAFETY MAT	\$69.43
01-01338	J & P SUPPLY, INC.	PO0121159	POLISH/CLEANER	\$64.02
01-01583	ORTHOPEDIC ASSOCIATES, INC.	PO0121132	WC/MEDICAL	\$32.40
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$2,132.47
01-02961	WORKNET OF OKLAHOMA	PO0120954	HOME INFUSION 3/14	\$2,475.42
01-03022	CULLIGAN WATER CONDITION, INC.	PO0121041	BOTTLED WATER	\$6.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0121042	WATER COOLER RENTAL 2/14	\$8.50
01-03022	CULLIGAN WATER CONDITION, INC.	PO0121152	WATER COOLER RENTAL 3/14	\$8.50
01-03022	CULLIGAN WATER CONDITION, INC.	PO0121153	BOTTLED WATER 4/14	\$6.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120797	PORTABLE TOILET RENTAL 4/14	\$164.00
01-03110	VERMEER GREAT PLAINS	PO0121045	GRINDER	\$204.40
01-03110	VERMEER GREAT PLAINS	PO0121126	GRINDER SCREEN	\$2,053.90
01-03110	VERMEER GREAT PLAINS	PO0121166	SWITCHES	\$105.83
01-03312	CAROLINA SOFTWARE, INC.	PO0120777	SOFTWARE SUPPORT 2ND QTR	\$900.00
01-03921	EXPRESS SCRIPTS, INC.	PO0121012	WC/MEDICAL	\$542.64
01-04060	SCS AQUATERRA	PO0121063	PROFESSIONAL SERVICES 3/14	\$2,000.00
01-04370	EPG COMPANIES, INC.	PO0120852	TANK SENSORS	\$1,449.62
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120786	CALCULATOR ROLLS	\$21.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0120785	FIRE EXTINGUISHERS	\$197.75
01-39640	RADIOLOGY ASSOC. OF ENID	PO0121066	WC/MEDICAL	\$54.47
01-61010	B-K PROPANE, INC.	PO0121142	PROPANE	\$717.07
01-80246	ATWOODS	PO0120838	BOTTLED WATER	\$29.90
01-80343	FENTRESS OIL COMPANY, INC.	PO0120804	OIL/GREASE	\$322.25
01-80343	FENTRESS OIL COMPANY, INC.	PO0121155	OIL/GREASE	\$800.00
01-80391	INTEGRIS BASS PAVILION	PO0121028	WC/MEDICAL	\$731.45
			SOLID WASTE SERVICES TOTAL	\$32,724.23

FUND 31 DEPT 790 - WATER PRODUCTION

01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0121141	MONTHLY SERVICE 4/14	\$21,127.72
01-01178	ACCURATE, INC.	PO0120791	SAMPLE ANALYSIS	\$572.50
01-01178	ACCURATE, INC.	PO0120793	SAMPLE ANALYSIS	\$572.50
01-01178	ACCURATE, INC.	PO0120955	SAMPLE ANALYSIS	\$572.50
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$148.43
01-01954	PUMPS OF OKLAHOMA, INC.	PO0120953	METER	\$1,553.80
01-02082	AT&T MOBILITY	PO0120926	MONTHLY SERVICE 3/14	\$52.69
01-05005	ENID CONCRETE CO., INC.	PO0120803	CONCRETE	\$455.75
01-05006	ENID ELECTRIC MOTOR	PO0121154	MOTOR REPAIR	\$135.00
01-13017	MUNN SUPPLY, INC.	PO0120905	OXYGEN CYLINDER RENTAL	\$7.75
01-13223	M&M SUPPLY COMPANY	PO0121176	FITTINGS	\$49.90
01-16010	PIONEER TELEPHONE CO., INC.	PO0120909	MONTHLY SERVICE 3/14	\$155.59
01-16010	PIONEER TELEPHONE CO., INC.	PO0121173	MONTHLY SERVICE 4/14	\$225.10
01-16017	PIONEER SUPPLY CO., INC.	PO0120908	GASKETS/SLEEVE/BOLTS	\$957.00
01-18116	RAMSEY'S WHAT EVER STORE	PO0120910	FITTINGS	\$42.14
01-19047	AT & T	PO0120928	MONTHLY SERVICE 3/14	\$431.93
01-33210	P & K EQUIPMENT, INC.	PO0121061	V309 WINDOW	\$331.31
01-38030	DAL SECURITY, INC.	PO0120959	MONTHLY MONITORING SVC 4/14	\$50.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0120904	AIR FILTER/SPARK PLUGS	\$44.95
01-61010	B-K PROPANE, INC.	PO0120901	PROPANE	\$284.17
WATER PRODUCTION TOTAL				\$27,770.73

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00917	HD SUPPLY WATERWORKS	PO0120855	METER REGISTERS/PINS	\$4,855.00
01-00917	HD SUPPLY WATERWORKS	PO0121157	METER REGISTERS/PINS	\$12,500.00
01-01178	ACCURATE, INC.	PO0120982	GLOVES	\$977.16
01-01178	ACCURATE, INC.	PO0120983	SAMPLE ANALYSIS	\$280.00
01-01338	J & P SUPPLY, INC.	PO0120858	HAND CLEANER/PAPER TOWELS	\$450.79
01-01338	J & P SUPPLY, INC.	PO0120780	POLISH/CLEANER	\$605.32
01-01338	J & P SUPPLY, INC.	PO0120992	SOAP/WIPES/CLEANER	\$250.44
01-01645	NSS ORTHOPEDIC SOLUTIONS	PO0121134	WC/MEDICAL	\$88.74
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$4,135.84
01-02141	BIO-AQUATIC TESTING, INC.	PO0120841	OUTFALL TEST	\$990.00
01-02151	FORT BEND SERVICES	PO0120961	POLYMER	\$6,440.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0120798	DI TANK EXCHANGE	\$120.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0120846	PROCON PUMP/SERVICE CALL	\$241.25
01-03022	CULLIGAN WATER CONDITION, INC.	PO0120984	DI TANK EXCHANGE	\$120.00
01-03696	SCOTT-MACON EQUIPMENT OKLAHOMA, IN	PO0120887	SEAL KIT	\$1,497.07
01-03921	EXPRESS SCRIPTS, INC.	PO0121012	WC/MEDICAL	\$18.31
01-04033	DOLESE BROTHERS CO., INC.	PO0120801	CRUSHER RUN	\$455.47
01-04033	DOLESE BROTHERS CO., INC.	PO0120802	CRUSHER RUN	\$372.78
01-04033	DOLESE BROTHERS CO., INC.	PO0120847	CRUSHER RUN	\$2,808.13
01-04033	DOLESE BROTHERS CO., INC.	PO0120847	SAND	\$27.52
01-04033	DOLESE BROTHERS CO., INC.	PO0120985	CRUSHER RUN	\$191.09
01-04033	DOLESE BROTHERS CO., INC.	PO0120985	CONCRETE	\$432.50
01-04033	DOLESE BROTHERS CO., INC.	PO0121161	CRUSHER RUN	\$248.90
01-04360	DT CUSTOM REMODEL	PO0119745	G-1403A TORT CLAIM/VAFB	\$18,500.00
01-04397	LAKESHORE INDUSTRIAL INC.	PO0120589	FORKLIFT CAGE	\$3,893.49
01-05070	ENID MACK SALES, INC.	PO0120883	V459 DIAGNOSIS	\$114.80
01-08022	HUGHES LUMBER CO., LLC	PO0120986	LUMBER	\$437.13
01-15083	OK CONTRACTORS SUPPLY	PO0120754	VALVES/PIPE/FITTINGS/CAPS	\$12,371.00
01-15151	OK DIAGNOSTIC IMAGING 2	PO0121122	WC/MEDICAL	\$1,171.94
01-16145	PETTY CASH	PO0120881	CDL/G GEORGE	\$134.21
01-39640	RADIOLOGY ASSOC. OF ENID	PO0121066	WC/MEDICAL	\$31.54
01-80474	AGGREKO, LLC	PO0120794	AIR HOSE RENTAL 3/14	\$146.68
WATER RECLAMATION SVS TOTAL				\$74,907.10

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0114600	ECONOMIC DEVELOPMENT SVCS	\$6,000.00
E.E.D.A. TOTAL				\$6,000.00

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0091831	CONSULTING SERVICES 4/14	\$10,000.00
01-00332	TRAVEL ENTERPRISE, INC.	PO0120979	TRAVEL/M COOPER	\$500.00
01-43930	EMBRY-RIDDLE AERO UNIVERSITY	PO0120848	TUITION ASSISTANCE	\$1,800.00
V.D.A. TOTAL				\$12,300.00

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$2,311.78
01-02202	MARLER, W. CONRAD	PO0120410	M-1405B PROFESSIONAL SERVICES	\$1,900.00
01-02482	TETRA TECH, INC.	PO0116804	G-1302B PROF MGMT SVCS/CANOLA	\$3,551.01
01-03000	CARTER PAINT CO.	PO0121116	M-1416A MAINE ST BRIDGE	\$2,426.84
01-04381	RACKLEY, PEGGY SUE	PO0120269	R-1409A R/W ACQUISITION	\$250.00
01-04390	DENNY, ROBERT M	PO0120494	R-1409A R/W ACQUISITION	\$250.00
01-04413	FEDERAL HOME LOAN MTG CORP	PO0120896	R-0303D R/W ACQUISITION	\$30,460.00
01-08022	HUGHES LUMBER CO., LLC	PO0121119	P-1205A LUMBER	\$1,326.46
01-08022	HUGHES LUMBER CO., LLC	PO0121158	P-1205A LUMBER	\$86.55
01-39700	GARFIELD CO. LEGAL NEWS	PO0120885	R-1409A BID NOTICE	\$313.20
01-50210	LOWE'S HOME CENTERS, INC.	PO0121020	P-1205A MIRROR/LIGHTING	\$286.73
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0118176	R-1409A SIDEWALK IMPROVEMENT	\$4,150.00
01-60230	RICK LORENZ CONSTRUCTION	PO0114231	R-1309A ADA PEDESTRIAN IMPROV	\$14,625.84
01-60230	RICK LORENZ CONSTRUCTION	PO0117038	R-1403A LANE REALIGNMENT	\$7,247.67
CAPITAL IMPROVEMENT TOTAL				\$69,186.08

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A LOCAL STREET PROGRAM	\$79,616.61
01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A LOCAL STREET PROGRAM	\$39,988.00
STREET IMPROVEMENT TOTAL				\$119,604.61

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-03808	ALAN PLUMMER ASSOCIATES, INC.	PO0110918	S-1303A WASTEWATER TREATMENT	\$18,429.00
01-12007	LUCKINBILL, INC.	PO0117109	S-0703P SLUDGE PIPING	\$12,780.00
01-12007	LUCKINBILL, INC.	PO0118300	S-0703P WRF SLUDGE BUILDING	\$13,410.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0120885	S-1401A BID NOTICE	\$311.95
SANITARY SEWER FUND TOTAL				\$44,930.95

FUND 43 DEPT 435 - STORMWATER FUND

01-00042	CP3 ENTERPRISES, INC.	PO0113875	F-1104B WOODRING ARPT DETENTIO	\$10,889.83
01-00042	CP3 ENTERPRISES, INC.	PO0116497	F-1104B WOODRING ARPT DETENTIO	\$10,252.75
01-00103	WARREN CAT, INC.	PO0115918	LOADER RENTAL 2/14	\$6,500.00
01-03500	SL MADISON CONSTRUCTION	PO0119948	F-1116C GARLAND TRIBUTARY	\$84,456.50
STORMWATER FUND TOTAL				\$112,099.08

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-02066	PROFESSIONAL ENG. CONSULTANTS	PO0102227	W-1107A WATER PLANT DESIGN	\$883.37
01-02624	LAYNE CHRISTENSEN COMPANY	PO0113827	W-0906A WELL REPLACEMENT PROJ	\$38,000.00
01-03682	LANDMARK STRUCTURES I, LP	PO0106347	W-0820A ELEVATED STORAGE TANK	\$81,938.00
01-03682	LANDMARK STRUCTURES I, LP	PO0114756	W-0820A MEADOWLAKE TANK PROJE	\$38,662.00
01-03684	CB&I, INC.	PO0106357	W-0821A WATER STORAGE TANK	\$114,453.74
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0120800	W-1304A PROFESSIONAL SERVICES	\$850.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0120936	W-1304A PROFESSIONAL SERVICES	\$2,005.68
01-03760	GARVER, LLC	PO0120946	W-0820B PROFESSIONAL SERVICES	\$12,000.00
01-04232	GABLE GOTWALS	PO0120938	W-1304A PROFESSIONAL SERVICES	\$2,034.00
01-04416	SMITH, DUANE A	PO0121175	W-1304A PROFESSIONAL SERVICES	\$2,910.00
01-12007	LUCKINBILL, INC.	PO0118513	W-1401A WATERLINE EXTENSION	\$54,442.15
01-31260	BRUEGGEMANN ENGINEERING	PO0098583	W-1105A DESIGN SERVICES	\$3,875.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0120885	W-1403A BID NOTICE	\$334.75
WATER CAP. IMPROVE FUND TOTAL				\$352,388.69

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$26.54
01-04415	KLIEWER ELECTRIC	PO0120900	ELECTRICAL PARTS/INSTALLATION	\$346.04
911 TOTAL				\$372.58

FUND 51 DEPT 515 - POLICE

01-01102	ATHEY LUMBER CO., INC.	PO0120832	GLOVES/BRUSHES	\$25.65
01-01338	J & P SUPPLY, INC.	PO0120807	TISSUE/TOWELS	\$294.14
01-01338	J & P SUPPLY, INC.	PO0120988	FILTERS/TISSUE	\$138.21
01-01338	J & P SUPPLY, INC.	PO0120967	GLOVES/LINERS	\$124.51
01-01472	STAPLES ADVANTAGE	PO0121036	PENS/FOLDERS/ENVELOPES	\$108.73
01-01647	BASS BAPTIST HEALTH CENTER	PO0121120	WC/MEDICAL	\$1,184.94
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$4,001.99
01-01943	JOHNSTON SEED COMPANY, INC.	PO0121058	HERBICIDE	\$43.75
01-01988	BOARD OF TESTS FOR ALCOHOL/DRUG IN	PO0120917	INTOXILYZER TRAINING (3)	\$186.00
01-02467	ATLANTIC TACTICAL	PO0119893	TACTICAL SHIELDS (2)	\$4,578.00
01-02526	PERRY MEMORIAL HOSPITAL	PO0121133	WC/MEDICAL	\$21.93
01-02750	AQUA EXPRESS NORTH, LLC	PO0120817	CAR WASHES 2/14	\$156.00
01-02750	AQUA EXPRESS NORTH, LLC	PO0120817	CAR WASHES 3/14	\$172.00
01-03055	COX COMMUNICATIONS	PO0120818	ACCOUNT INFORMATION FEE	\$40.00
01-03226	BLAKLEY LAWN SERVICE, LLC.	PO0120833	WEED TREATMENT	\$195.00
01-03268	PR FITNESS EQUIPMENT, INC.	PO0120831	MACHINE REPAIR	\$186.00
01-03875	PUBLIC ENGINES, INC	PO0120895	ANNUAL SUBSCRIPTION RENEWAL	\$1,188.00
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0120820	INMATE MEDS	\$15.40
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0120815	OLETS USERS FEE	\$350.00
01-04238	AMY FRANTZ	PO0120854	PROFESSIONAL SERVICES 3/14	\$55.00
01-04410	TC'S OF ENID, INC.	PO0120765	AMMUNITION	\$3,328.00
01-04411	DIGITAL INTELLIGENCE, INC.	PO0120766	FORENSIC WRITE BLOCKER	\$713.00
01-05015	ENID THERAPY CENTER	PO0121024	WC/MEDICAL	\$338.18
01-05015	ENID THERAPY CENTER	PO0121069	WC/MEDICAL	\$257.24
01-05110	ENID NOON AMBUCS	PO0120809	QTR DUES (2)	\$195.10
01-05134	ENID NEWS & EAGLE	PO0120830	HEARING NOTICE	\$45.20
01-08060	HENSON CONSTRUCTION CO., INC.	PO0117821	M-1406A PARKING GARAGE	\$7,934.24
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120970	CDS/DVD/SLEEVES	\$168.00
01-13145	MID-AMERICA WHOLESALE, INC.	PO0120829	COFFEE/SWEETNER/CUPS	\$230.31
01-13145	MID-AMERICA WHOLESALE, INC.	PO0120971	COFFEE/SWEETNER/CUPS	\$256.68
01-15132	O'REILLY AUTO PARTS, INC.	PO0120872	BELT	\$9.82
01-16004	PDQ PRINTING	PO0120811	BROCHURE PREPERATION	\$15.00
01-16145	PETTY CASH	PO0120880	REIM/NOTARY/B HART	\$10.00
01-20108	TOTAL COM, INC.	PO0120978	RADIO REPAIR	\$85.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0120906	REIMB/EXAMS/VACCINES	\$146.71
01-30830	LOCKE SUPPLY, INC.	PO0120828	CLIPS/SCREWS	\$22.70
01-46560	GROOM CLOSET	PO0120812	K9 DOG FOOD	\$35.52
01-50210	LOWE'S HOME CENTERS, INC.	PO0120863	RAGS/CLEANERS/HOSES	\$230.36
01-53300	ANIMAL CARE OF ENID, INC.	PO0120892	REIMB/EXAMS/VACCINES	\$270.00
01-65460	ACTSHON PEST CONTROL	PO0121059	EXTERMINATION SVS 4/14	\$40.00
01-70950	COPIERS PLUS, INC.	PO0120845	MONTHLY SERVICE 3/14	\$254.57
01-72890	STAPLES, INC.	PO0120822	COPIER TONER/BINDER	\$621.91
POLICE TOTAL				\$28,272.79

FUND 52 DEPT 525 - C.I.C.

01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$94.99
C.I.C. TOTAL				\$94.99

FUND 60 DEPT 605 - CONFERENCE CENTER

01-03438	ENID CONVENTION & VISITORS BUREAU	PO0120920	4TH QTR 2014 FUNDING	\$116,250.00
01-15127	OK NATURAL GAS	PO0120871	MONTHLY SERVICE 3/14	\$2,594.00
01-15127	OK NATURAL GAS	PO0121055	MONTHLY SERVICE 4/14	\$6,175.17
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0120998	HOTEL TAX 3/14	\$55,581.38
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0121086	HOTEL TAX 12/13	\$10,000.00
CONFERENCE CENTER TOTAL				\$190,600.55

FUND 65 DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0121124	WC/MEDICAL	\$1,167.62
01-00612	PHYSICIANS GROUP, LLC	PO0121137	WC/MEDICAL	\$233.52
01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0121101	V1042 BATTERY	\$21.95
01-00838	ROBERTS TRUCK CENTER, INC.	PO0121109	V1040 REPAIR (WARRANTY)	\$297.44
01-01227	AUTRY VO-TECH CENTER	PO0121149	FIRE TRAINING TOWER DONATION	\$50,000.00
01-01338	J & P SUPPLY, INC.	PO0120857	HAND CLEANER/SPONGES	\$224.43
01-01338	J & P SUPPLY, INC.	PO0121103	CLEANER/SPONGES/TOWELS	\$280.26
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$3,789.60
01-01800	COMMUNITY HOSPITAL, LLC	PO0121021	WC/MEDICAL	\$222.28
01-01800	COMMUNITY HOSPITAL, LLC	PO0121118	WC/MEDICAL	\$4,440.57
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0121088	V1039 BOLTS	\$27.44
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0121088	SOCKET/ADAPTOR	\$78.25
01-02053	BAKERS ALTERNATOR-STARTER, INC.	PO0121090	V1039 CAB LIFT MOTOR	\$153.46
01-02363	CONRAD FIRE EQUIP., INC.	PO0120844	LADDER PADS	\$327.54
01-02363	CONRAD FIRE EQUIP., INC.	PO0121096	LATCHES	\$295.17
01-02571	MYDER, LLC	PO0120865	V1039/V1040 ANNUAL TEST	\$1,969.15
01-03099	CHIEF FIRE & SAFETY CO., INC.	PO0121094	SPIN RINGS	\$30.00
01-03099	CHIEF FIRE & SAFETY CO., INC.	PO0121094	V1006 FIRE SWATTER	\$62.00
01-03138	POLLARDWATER.COM	PO0121107	GAUGES (4)	\$226.02
01-03575	911 CUSTOM, LLC	PO0121084	V1021 LIGHTS	\$480.00
01-03607	ABSOLUTE SECURITY, FIRE & DESIGN,	PO0121085	FIRE MONITORING SEAL	\$360.00
01-03921	EXPRESS SCRIPTS, INC.	PO0121012	WC/MEDICAL	\$31.92
01-04019	THE BRACE PLACE, INC.	PO0121136	WC/MEDICAL	\$44.55
01-04030	WELDON PARTS, INC.	PO0121114	V1039 REAR AXLE	\$134.49
01-04030	WELDON PARTS, INC.	PO0121114	V1031 DASH PARK VALVE	\$112.86
01-04133	ST. JOHN MEDICAL CENTER, INC,	PO0121135	WC/MEDICAL	\$280.76
01-04312	LION TOTAL CARE	PO0120409	BUNKER GEAR INSPECTION/REPAIR	\$1,751.00
01-04318	THE CANVAS SHOP, LLC	PO0120789	V1006 TARP STRAP	\$7.50
01-04375	REINART, MORGAN	PO0121016	WC/TRAVEL REIMB	\$163.52
01-04406	DOBBS, JO	PO0121098	UNIFORM ALTERATIONS	\$17.00
01-04424	REGIONAL MEDICAL LAB, INC.	PO0121034	WC/MEDICAL	\$177.23
01-04427	KENNETH D PRIEST, MD.	PO0121177	WC/MEDICAL	\$326.06
01-08022	HUGHES LUMBER CO., LLC	PO0121099	DRYWALL STATION 5 REPAIR	\$167.02
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120786	NOTE PADS	\$8.46
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120964	M-1409 OFFICE CHAIRS (30)	\$4,275.00
01-15006	OK GLASS & WALLPAPER	PO0121105	V1042 FLOODLIGHT/V1043 LENS	\$168.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0121082	V1040 FILTERS	\$143.45
01-15132	O'REILLY AUTO PARTS, INC.	PO0121082	OIL FILTERS - LAWN EQUIPMENT	\$46.96
01-15132	O'REILLY AUTO PARTS, INC.	PO0121082	V1011 SPARK PLUGS/FILTERS	\$16.42
01-15132	O'REILLY AUTO PARTS, INC.	PO0121082	V1031/V1034 HOSE/CLAMP	\$37.85
01-15132	O'REILLY AUTO PARTS, INC.	PO0121123	CHAMOIS/DUSTER	\$31.98
01-16006	PHILLIPS PRINTING, INC.	PO0121106	BURN PERMITS	\$110.00
01-16145	PETTY CASH	PO0120878	REIM/MEAL/S KUEHN	\$8.73
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0121110	HYDRANT PAINT	\$301.47
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0121111	V1040 DRAIN VALVE	\$35.19
01-20047	TRI AIR TESTING, INC.	PO0121113	AIR ANALYSIS	\$469.00
01-20108	TOTAL COM, INC.	PO0121112	V1006 RADIO INSTALLATION	\$113.00
01-30830	LOCKE SUPPLY, INC.	PO0121108	LIGHT FIXTURES	\$834.10
01-30830	LOCKE SUPPLY, INC.	PO0121108	S HOOKS	\$25.00
01-55160	BOUND TREE MEDICAL, LLC	PO0120790	SUCTION KITS/CARTRIDGES	\$545.55
01-55160	BOUND TREE MEDICAL, LLC	PO0121092	BACKBOARD KIT	\$261.44
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0120856	PENSION BOARD PHYSICAL	\$550.00
01-70870	FOCUS INSTITUTE, INC.	PO0121087	PROFESSIONAL SERVICES 4/14	\$225.00
01-70950	COPIERS PLUS, INC.	PO0121097	COPIER MAINTENANCE 4/14	\$149.98
01-79980	PIONEER BUSINESS SOLUTION	PO0120886	HAZMAT WIFI	\$30.78
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0121083	BROOM/COUPLINGS	\$43.97
			FIRE TOTAL	\$76,331.94

FUND 82 DEPT 825 - CLEET

01-03274	CLEET	PO0120821	MONTHLY REIMB 3/14	7085.18
01-55470	OSBI	PO0120823	MONTHLY REIMB AFIS 3/14	3911.46
01-55470	OSBI	PO0120823	MONTHLY REIMB FORENSIC 3/14	3762.49
			CLEET TOTAL	\$14,759.13

FUND 99 DEPT 995 - EPTA

01-00793	ONESOURCE MANAGED SERVICES	PO0121104	PRINTER MAINTENANCE 4/14	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0121128	WATER COOLER RENTAL 4/14	\$24.00
01-01783	JP MORGAN CHASE	PO0121146	CHASE PAYMENT	\$655.08
01-02048	TMHC SERVICES, INC	PO0121093	ONLINE TRAINING	\$25.00
01-02594	PIONEER TELEPHONE-MAINE	PO0121100	MONTHLY SERVICE 4/14	\$20.32
01-03583	MCKINLEY LUMBER, LLC.	PO0120813	LUMBER	\$1,870.90
01-03583	MCKINLEY LUMBER, LLC.	PO0120969	LUMBER	\$1,002.40
01-03650	A BETTER SIGN COMPANY	PO0121125	DECALS	\$4.18
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0121091	ADVERTISING	\$50.00
01-08022	HUGHES LUMBER CO., LLC	PO0120987	BOLTS/SCREWS/WASHERS	\$80.14
01-19047	AT & T	PO0121095	MONTHLY SERVICE 4/14	\$182.05
01-20048	T-SHIRT STORE, INC.	PO0121102	LOGO SHIRTS (3)	\$84.27
EPTA TOTAL				\$4,053.34

FUND 70 DEPT 705 - CDBG

70-01397	EPTA	PO0121057	B-13 (387) EPTA MARCH PASSES	\$3,150.00
70-04377	JACKSON WRECKING & DEMOLITION, LLC	PO0120210	DEMO/620 N 14TH	\$2,000.00
70-05134	ENID NEWS & EAGLE	PO0120927	B-12 (379) PUBLIC NOTICE	\$420.00
70-49130	BOOKER-T WASHINGTON CENTER	PO0120949	B-13 (386) BTW AFTER SCHOOL	\$3,105.26
70-49130	BOOKER-T WASHINGTON CENTER	PO0121046	B-13 (386) BTW AFTER SCHOOL	\$2,980.11
CDBG TOTAL				\$11,655.37

COMBINED BREAKDOWN OF TOTALS

EMA	\$137,608.64
EEDA	\$6,000.00
REMAINING FUNDS	\$2,489,431.58
TOTAL CLAIMS	\$2,633,040.22