



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

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BOARD OF COMMISSIONERS

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NOTICE OF 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 7th day of April, 2015, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE MARCH 13, 2015 SPECIAL COMMISSION AND THE MARCH 17, 2015 REGULAR COMMISSION MEETINGS.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. HEARINGS.

1. CONDUCT A HEARING REGARDING THE FISCAL YEAR 2015 ANNUAL ACTION PLAN AND TO CONSIDER \$399,384.00 OF PROPOSED ALLOCATIONS AS RECOMMENDED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING COMMITTEE.
2. CONDUCT A HEARING ON AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-16, TO ADD IMPOUND LOTS; AMENDING TITLE 3, CHAPTER 10, SECTIONS 3-10-1 THROUGH 3-10-8 TO ADD DEFINITIONS FOR IMPOUND LOT AND IMPOUNDED VEHICLES AND TO REGULATE IMPOUND LOTS IN THE SAME MANNER AS SALVAGE YARDS; AMENDING TITLE 11, CHAPTER 8, ARTICLE B, SECTION 11-8B-4, TO ADD IMPOUND LOTS AS A USE BY REVIEW; AMENDING TITLE 11, CHAPTER 8, ARTICLE C, SECTION 11-8C-3 TO ADD IMPOUND LOTS AS A USE BY REVIEW.
3. CONDUCT A HEARING ON A LAND USE AMENDMENT FOR LANCE WINDEL FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE, DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM MEDIUM INTENSITY COMMERCIAL DESIGNATION TO LOW INTENSITY RESIDENTIAL DESIGNATION.
4. CONDUCT A HEARING REZONING PROPERTY FOR LANCE WINDEL LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23), RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM AGRICULTURE DISTRICT TO R-2 RESIDENTIAL SINGLE FAMILY DISTRICT.
5. CONDUCT A HEARING REZONING PROPERTY FOR GREEKS, LLC, LOCATED IN THE 5000 BLOCK EAST OWEN K GARRIOTT ROAD, DESCRIBED AS PART OF THE EAST HALF OF SECTION ELEVEN (11), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN, FROM I-1 PLANNED INDUSTRIAL PARK DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.
7. COMMUNITY DEVELOPMENT.
  1. CONSIDER A RESOLUTION TO MODIFY THE LAND USE MAP OF THE ENID METROPOLITAN AREA COMPREHENSIVE PLAN 2025 FOR LANCE WINDEL FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE, DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23), RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM MEDIUM INTENSITY COMMERCIAL DESIGNATION TO LOW INTENSITY RESIDENTIAL DESIGNATION.
  2. CONSIDER AN ORDINANCE TO REZONE PROPERTY FOR LANCE WINDEL LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE, DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23), RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM AGRICULTURE DISTRICT TO R-2 SINGLE FAMILY RESIDENTIAL DISTRICT.

3. **CONSIDER AN ORDINANCE TO REZONE PROPERTY FOR GREEKS, LLC. LOCATED IN THE 5000 BLOCK OF EAST OWEN K GARRIOTT ROAD, DESCRIBED AS PART OF THE EAST HALF OF SECTION ELEVEN (11), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN, FROM I-1 PLANNED INDUSTRIAL PARK DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.**

**8. ADMINISTRATION.**

1. **DISCUSS THE KAW LAKE ALTERNATE WATER SUPPLY DEVELOPMENT PROGRAM REQUEST FOR PROPOSAL PRESENTATIONS FROM THE TOP THREE FIRMS AND AUTHORIZE THE NEGOTIATION OF A CONTRACT WITH THE BEST QUALIFIED FIRM, PROJECT NO. W-1412.**
2. **APPROVE CHANGE ORDER NO. 1 WITH LUCKINBILL, INC, ENID, OKLAHOMA, TO ADD \$101,471.92 TO THE CONTRACT AMOUNT AND ACCEPT BROADWAY WATERLINE REPLACEMENT PROJECT, PROJECT NO. W-1409A.**
3. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-8, TO RENAME THE SECTION, INCREASE THE ANNUAL FEE FOR DRIVE-IN RESTAURANTS AND INCLUDE NEW FEES FOR MOBILE FOOD VENDOR LICENSES; REPEALING TITLE 3, CHAPTER 3, SECTIONS 3-3-1 THROUGH 3-3-15; REPEALING TITLE 3, CHAPTER 4, SECTIONS 3-4-1 THROUGH 3-4-10; REPEALING TITLE 3, CHAPTER 5, SECTIONS 3-5-1 THROUGH 3-5-6; CREATING TITLE 3, CHAPTER 3, SECTIONS 3-3-1 THROUGH 3-3-16, TO ADOPT PORTIONS OF STATE LAW AND RULES OF THE OKLAHOMA DEPARTMENT OF HEALTH GOVERNING FOOD SERVICE ESTABLISHMENTS AND REQUIRE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING SAID ESTABLISHMENTS, PROVIDE DEFINITIONS, REQUIRE LICENSES FOR FOOD SERVICE ESTABLISHMENTS AND PUNISHMENT FOR VIOLATIONS, REQUIRE LICENSEES TO COLLECT TAX, PROVIDE TERMS OF LICENSES AND REQUIRE POSTING, PROVIDE SANITATION AND MISCELLANEOUS REQUIREMENTS, PROVIDE REGULATIONS FOR THE STORAGE, DISPLAY AND SERVING OF FOOD AND DRINK AND FOR THE STORAGE AND HANDLING OF UTENSILS AND EQUIPMENT, PROHIBIT THE USE OF POISONOUS SUBSTANCES TO CLEAN OR POLISH UTENSILS, PROVIDE THE FOR SUSPENSION OR REVOCATION OF LICENSE AND THE PROCESS FOR REINSTATEMENT OR APPEAL AND PROVIDING APPLICATION PROCEDURES, ELIGIBILITY, REQUIRED INFORMATION, CONDITIONS OF ISSUANCE AND GEOGRAPHICAL AND OTHER RESTRICTIONS; AMENDING TITLE 3, CHAPTER 11, SECTION 3-11-1, TO REMOVE THE SALE OF FOOD FROM THE DEFINITION OF SOLICITATION AND TO ALLOW SCHOOLS AND UNIVERSITIES TO FUNDRAISE WITHOUT REQUIRING A SOLICITOR'S CERTIFICATE OF REGISTRATION.**
4. **CONSIDER AND APPROVE AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-16, ENTITLED "SALVAGE YARD LICENSE" TO ADD IMPOUND LOTS; AMENDING TITLE 3, CHAPTER 10, SECTIONS 3-10-1 THROUGH 3-10-8 TO ADD DEFINITIONS FOR IMPOUND LOT AND IMPOUNDED VEHICLES AND TO REGULATE IMPOUND LOTS IN THE SAME MANNER AS SALVAGE YARDS; AMENDING TITLE 11, CHAPTER 8, ARTICLE B, SECTION 11-8B-4, TO ADD IMPOUND LOTS AS A USE BY REVIEW; AMENDING TITLE 11, CHAPTER 8, ARTICLE C, SECTION 11-8C-3 TO ADD IMPOUND LOTS AS A USE BY REVIEW.**

5. **CONSIDER AND APPROVE AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, CHAPTER 6, ARTICLE C, SECTION 2-6C-4, TO INCREASE CERTAIN FEES AT THE MEADOWLAKE MUNICIPAL GOLF COURSE.**
6. **CONSIDER AND APPROVE AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, CHAPTER 11, TO ALLOW, AND PROVIDE A PROCEDURE FOR REQUESTS FOR THE INSTALLATION OF MUSICAL INSTRUMENTS ON CITY SIDEWALKS IN THE DOWNTOWN AREA.**
9. **CONSENT.**
1. **ACCEPT THE PROJECT WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2014 SANITARY SEWER VIDEO INSPECTION PROJECT, PROJECT NO. S-1402B.**
2. **ACCEPT THE PROJECT WITH DUKE'S ROOT CONTROL, INC., SYRACUSE, NEW YORK, ON THE 2014 SANITARY SEWER CHEMICAL ROOT CONTROL PROJECT, PROJECT NO. S-1402C.**
3. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATER LINE FOR LOVE'S TRAVEL STOP, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. W-1506.**
4. **ACCEPT OKLAHOMA WATER RESOURCES BOARD (OWRB) GROUNDWATER PERMITS FOR THE CITY OF ENID.**
5. **ACCEPT A 0.57 ACRE PUBLIC UTILITY AND ACCESS EASEMENT FROM HAL OBERLENDER, PROJECT NO. W-0906.**
6. **ACCEPT A TEN (10) FOOT WIDE UTILITY EASEMENT AT THE ENID FIRE STATION NO. 4 FOR THE PURPOSE OF INSTALLING UTILITY SERVICE , PROJECT NO. M-1408A.**
7. **ACCEPT A DRAINAGE EASEMENT AND A PUBLIC HIGHWAY DEDICATION DEED FROM 42 REAL ESTATE, LP, A TEXAS LIMITED PARTNERSHIP, ENID, OKLAHOMA, FOR DEVELOPMENT AT THE CORNER OF 54TH STREET AND OWEN K. GARRIOTT ROAD.**
8. **AWARD AN AGRICULTURAL LEASE FOR PROPERTY LOCATED AT THE CITY OF ENID'S WATER RECLAMATION FACILITY TO JANTZ FARMS, ENID, OKLAHOMA.**
9. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,919,563.05.**

10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
  1. APPROVE AND EXECUTE A WATER PURCHASE CONTRACT BETWEEN THE ENID MUNICIPAL AUTHORITY AND THE GARBER MUNICIPAL AUTHORITY.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$328,662.95.
13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$52,381.45.
16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
17. PUBLIC DISCUSSION.
18. CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307(C)(10), TO DISCUSS ECONOMIC DEVELOPMENT, BECAUSE PUBLIC DISCLOSURE WILL VIOLATE THE CONFIDENTIALITY OF THE BUSINESS, AND RECONVENE TO TAKE ANY NECESSARY ACTION.
19. ADJOURN.

**City Commission Meeting**

4.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

CONSIDER APPROVAL OF MINUTES OF THE MARCH 13, 2015 SPECIAL COMMISSION AND THE MARCH 17, 2015 REGULAR COMMISSION MEETINGS.

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

MINUTES 03-13-2015 SPECIAL

MINUTES 03-17-2015

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MINUTES OF SPECIAL MEETING OF  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
HELD ON THE 13TH DAY OF MARCH 2015

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, met in special meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 12:00 P.M. on the 13th day of March 2015, pursuant to notice given forty-eight (48) hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 12:00 P.M. on the 12th day of March 2015.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Wilson.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Christopher Gdanski, Public Works Director Robinson Camp, Planning Administrator Chris Bauer, and Human Resources Director Sonya Key.

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Discussion was held regarding proposals received for professional services for the Kaw Lake Alternate Water Supply Development Program, Project No. W-1412.

Director of Engineering Christopher Gdanski spoke regarding the project. He stated that the program would be conducted in two phases. A program management firm would be selected in Phase I of the project. Program processes and controls would also be established, preliminary engineering would be conducted, and environmental studies and permitting would be completed. Detailed design with multiple

design firms would be finalized in Phase II of the project. Construction with multiple construction firms would begin, a construction management firm would be selected to oversee the project, and startup and commissioning and close-out of the project would be completed.

Mr. Gdanski explained that the selected firm would establish strong program management processes and controls, initiate a storage contract and environmental review processes and permitting, refine program costs and schedule estimates, and develop data required to initiate Phase II of the project. He then outlined procedures and criteria used by a team of City staff to evaluate the requests for proposals received, based on pre-proposal discussions, proposal evaluations, reference checks, and one-on-one interviews.

Mr. Gdanski noted that six (6) proposals were received and ranked as follows by the evaluation team: 1) Black & Veach, Overland Park, Kansas; 2) Garver Engineers, LLC, Norman, Oklahoma; 3) Burns & McDonnell, Oklahoma City, Oklahoma; 4) Allen Plumber Associates, Inc., Oklahoma City, Oklahoma; 5) Lockwood, Andrews & Newman, Inc., Houston, Texas; and 6) Guernsey & Company, Oklahoma City, Oklahoma. He advised commissioners that it was staff's recommendation to bring back the top two (2) firms to make presentations to the Commission at a special meeting in March, followed in April by action from the Commission to authorize staff to enter into negotiations with the best qualified firm, and contract award in May to begin Phase I of the project.

Discussion followed, whereupon Commissioner Ezzell moved to bring back the top three (3) firms, Black & Veach, Garver Engineers, LLC, and Burns & McDonnell, to make presentations to the Commission.

Motion was seconded by Commissioner Brownlee.

Following further discussion, the vote was taken as follows:

AYE: Commissioners Brownlee, Ezzell, Timm and Mayor Shewey.

NAY: Commissioners Janzen and Vanhooser.

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

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

NAY: None.

The meeting adjourned at 12:53 P.M.

MINUTES OF REGULAR MEETING OF  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
THE TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND  
THE TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST  
HELD ON THE 17TH DAY OF MARCH 2015

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in 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 17th day of March 2015, pursuant to notice given by December 15, 2014 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 16th day of March 2015.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Wilson.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Public Works Director Robinson Camp, Planning Administrator Chris Bauer, Director of Marketing and Public Relations Steve Kime, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Safety Director Billy McBride, Airport Director Dan Ohnesorge, and Ex-Officio Member Col. Clark Quinn.

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Pastor Noah Bailey from Enid Reformed Presbyterian Church gave the Invocation, and Mr. Bill Burchardt led the Flag Salute.

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Commissioner Wilson arrived at 6:33 P.M. and sat in for the remainder of the proceedings.

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Timm to approve the minutes of the regular Commission meeting of March 3, 2015, and the vote was as follows:

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

NAY: None.

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Officer William Breeze introduced “Maggie,” a two-month old female Boxer mix, available for adoption at the Enid Animal Shelter.

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Proclamations were read and presented proclaiming the month of March 2015 as “General Aviation Appreciation Month,” and “Desk And Derrick Awareness Month.”

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

Troy Cowley	Commissioners Janzen and Timm
Jeff Woolsey	Commissioners Brownlee, Ezzell, Wilson, Vanhooser and Mayor Shewey

The successful applicant was Mr. Jeff Woolsey, who will serve on said Commission to April 19, 2020.

Ballots were taken as follows for appointments to the Enid Joint Recreation Triad, Inc.:

Andrew Long	Commissioners Ezzell, Wilson and Vanhooser
Bryan Skaggs	Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey
Cole Whatley	Commissioners Janzen, Brownlee, Timm and Mayor Shewey

Mr. Bryan Skaggs was reappointed to serve on said Board to March 1, 2018, and Mr. Cole Whatley was appointed to fill an unexpired term to March 1, 2016.

Motion was made by Commissioner Wilson and seconded by Commissioner Janzen to appoint Ms. Christine Coffman to serve as representative of the Waverly Historic District on the Historic Preservation Commission to fill an unexpired term to March 1, 2018, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.  
 NAY: None.

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to appoint Mr. Andrew Long and Mr. John Merz to the Board of Adjustment, said terms to expire March 1, 2018, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.  
 NAY: None.

Ballots were taken as follows for appointments to the Vance Development Authority:

Terry Cox	Commissioners Ezzell, Timm and Mayor Shewey
Edward Herrman	Commissioners Brownlee, Timm and Vanhooser
Mark Keefer	Commissioners Janzen, Ezzell, Wilson and Vanhooser
Roy Newton	Commissioner Janzen
Jimmy Stallings	Commissioners Brownlee, Wilson and Mayor Shewey

A second ballot was taken as follows:

Terry Cox	Commissioners Ezzell, Timm and Mayor Shewey
Edward Herrman	Commissioners Janzen, Brownlee and Vanhooser
Jimmy Stallings	Commissioner Wilson

A third ballot was taken as follows:

Terry Cox	Commissioners Ezzell, Timm, Wilson and Mayor Shewey
Edward Herrman	Commissioners Janzen, Brownlee and Vanhooser

Mr. Mark Keefer and Mr. Terry Cox were appointed to the Vance Development Authority, said terms to expire March 1, 2019.

Motion was made by Commissioner Ezzell and seconded by Commissioner Timm to appoint the following persons to the Meadowlake Golf Course Advisory Board, and the vote was as follows:

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

NAY: None.

Michael Oaks - Men's Golf Association	Term Expires March 1, 2018
Sharon Dillon - Women's Golf Association	Term Expires March 1, 2018
Bob Adamson - Meadowlake Golfer	Term Expires March 1, 2018
John Parton - At Large	Term Expires March 1, 2017

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Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the recommendation of City Manager Jerald Gilbert to reappoint Mr. Mark Keefer and appoint Mr. Bob Lines to the Aviation Advisory Board, said terms to expire March 1, 2018, and the vote was as follows:

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

NAY: None.

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to adopt an ordinance amending Section 9-1-3 in Chapter 1, Title 9 of the Enid Municipal Code, 2014, entitled “Standard Amusement Device Code Adopted,” which will repeal the City’s amusement ride device code, and provide for inspections and oversight of amusement rides within the city limits by the State, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2015-10**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, REPEALING TITLE 9, ENTITLED “BUILDING REGULATIONS,” CHAPTER 1, ENTITLED “BUILDING CODES AND STANDARDS,” SECTION 9-1-3, ENTITLED “STANDARD AMUSEMENT DEVICE CODE ADOPTED”; PROVIDING FOR REPEALER, SAVINGS CLAUSE AND CODIFICATION.**

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

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

NAY: None.

- (1) Approval of Change Order No. 1 with Luckinbill, Inc. for Project No. S-1401A, 10th Street & Boggy Creek Sanitary Sewer Relocation, which will adjust bid quantities to final quantities measured in place, at a reduction of \$5,570.00, for a total revised contract amount of \$280,595.00; and acceptance of work in said project as completed by the contractor;
- (2) Approval of Change Order No. 2 with Earth Smart Construction, Inc., for Project No. F-0406F, North Garland Detention Facility, which will add 42 linear feet of concrete channel along the west side of Garland Road, increase excavation by 370 CY, extend a 24” pipe from Wilderness Cove Subdivision into the detention facility, and assess damages in the amount of \$12,600.00 for exceeding the contract time, at a reduction of \$140.00, for a total revised contract amount of \$408,050.00;
- (3) Approval of Change Order No.3 with Cummins Construction Co., Inc., for Project No. R-1402A, 2014 Street Resurfacing Program, which will adjust final quantities measured in place, at a reduction of \$107,068.31, for a total revised contract amount of \$1,591,359.24; and acceptance of work in said project as completed by the contractor;

- (4) Approval of Change Order No. 1 with TTK Construction Company, Inc. for A.I.P. No. 3-40-0028-026-2014, Extend and Light Runway 17-35 and Parallel Taxiway at Enid Woodring Regional Airport, which will recapitulate unused quantities, authorize a taxiway radius change, and provide trenching of a portion of the OG&E line relocation for said project, in the deduct amount of \$344.30, for a total revised contract amount of \$4,926,830.83. (NOTE: The correct amount of said change order was \$344.30, rather than \$340.30 as listed on the agenda);
- (5) Denial of tort claim filed by the Donald and Ladonna Harvey Trust for alleged property damage in the amount of \$1,813.00;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: None.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

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

ABSENT: None.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to convene into Executive Session to discuss Economic Development, pursuant to 25 Okla. Stat. §307(C)(10), to confer “on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate...” within Enid, because public disclosure of the matter to be discussed would violate the confidentiality of the business, and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 7:14 P.M.

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In Executive Discussion the Commission discussed Economic Development.

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It was noted that the doors at the entrance of the Administration Building were locked during Executive Session from 7:35 P.M. to 8:14 P.M.

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

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

NAY: None.

Commissioners Brownlee, Wilson and Vanhooser absent from vote.

The meeting reconvened into regular session at 8:15 P.M.

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

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

NAY: None.

Commissioners Brownlee and Wilson absent from vote.

The meeting adjourned at 8:15 P.M.

**City Commission Meeting**

6. 1.

**Meeting Date:** 04/07/2015

**Submitted By:** Stephanie Carr, CDBG Administrator

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**SUBJECT:**

**CONDUCT A HEARING REGARDING THE FISCAL YEAR 2015 ANNUAL ACTION PLAN AND TO CONSIDER \$399,384.00 OF PROPOSED ALLOCATIONS AS RECOMMENDED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING COMMITTEE.**

**BACKGROUND:**

The City of Enid, as an Entitlement City for the receipt of CDBG funds, is required to submit an annual action plan for expenditure of funds to the Department of Housing and Urban Development (HUD). The amount of CDBG funds available to the City of Enid is determined by a formula administered by HUD. Fiscal year 2015 funding allocation amount has been determined by HUD in the amount of \$399,384.00. The City of Enid allows outside entities to assist them with expenditure of these funds if the project is eligible and meets all of HUD guidelines. With a drastic decrease in funding over the years this program is unable to assist those organizations in the same capacity as we have in the past. The City is obligated to repay the Section 108 loan and administration cost to oversee all projects. After the Section 108 payment and administration costs are deducted from the total allocation there is \$159,284.20 to use for other projects. The CDBG Funding Committee convened and made funding recommendations for the 2015 allocation. The purpose of this public hearing is to receive comments from interested citizens regarding the plan. A resolution to approve the proposed plan is scheduled for the April 14, 2015, commission meeting.

**RECOMMENDATION**

Hear recommendations and hear public comments.

**PRESENTER:**

Stephanie Carr

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**Attachments**

CDBG Recommendations

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# CDBG 2015 FUNDING RECOMMENDATIONS

BASED ON **ESTIMATED** ALLOCATION

RANK	ORGANIZATION	PROJECT/ACTIVITY	MATRIX	REQUESTED
1	Section 108	Repayment of Loan for NOC	ED	\$ 160,223.
2	Administration	Administration and Planning	Admin	\$ 90,000.
3	CDSA-Housing ER/BR	Emergency Repairs	Housing	\$ 113,000.
4	Parks & Recreation	Don Haskins Park	PF	\$ 20,000.
5	Salvation Army Enid	Homeless Shelter Improvements	PF	\$ 405,526.
6	Code Enforcement	Demolition Assistance	Clearance	\$ 50,000.
7	Taft Elementary	Playground	PF	\$ 26,450.
8	Northwest OK Disabled American Veterans	Building Improvements	PF	\$ 313,773.
9	EPTA	Bus Pass Program	PS	\$ 20,000.
10	Sandbox Learning Center-	Playground	PF	\$ 10,077.
11	Booker T. Washington	After School Program	PS	\$ 60,000.
12	Northwest OK Disabled American Veterans	Playground	PF	\$ 40,000.
<b>Total Requested</b>				<b>\$ 1,309,049.15</b>

	Organization	Total Score
3	CDSA	1069
4	Parks (Haskins)	977
5	Salvation Army	960
6	Code	902
7	Taft	861
8	DAV Facility	851
9	EPTA	850
10	Sandbox	839
11	BTW	819



**City Commission Meeting**

6. 2.

**Meeting Date:** 04/07/2015

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

CONDUCT A HEARING ON AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-16, TO ADD IMPOUND LOTS; AMENDING TITLE 3, CHAPTER 10, SECTIONS 3-10-1 THROUGH 3-10-8 TO ADD DEFINITIONS FOR IMPOUND LOT AND IMPOUNDED VEHICLES AND TO REGULATE IMPOUND LOTS IN THE SAME MANNER AS SALVAGE YARDS; AMENDING TITLE 11, CHAPTER 8, ARTICLE B, SECTION 11-8B-4, TO ADD IMPOUND LOTS AS A USE BY REVIEW; AMENDING TITLE 11, CHAPTER 8, ARTICLE C, SECTION 11-8C-3 TO ADD IMPOUND LOTS AS A USE BY REVIEW.

**BACKGROUND:**

This ordinance was reviewed by the Commission at the March 3, 2015, Study Session. This ordinance adds impound lots to the ordinances currently regulating salvage yards and provides the same regulations for impound lots as now exist for salvage yards. Because this ordinance affects zoning, 11 O.S. § 43-104 requires a public hearing. Additionally, 11 O.S. § 43-104 provides an opportunity for written protest. Notice of the public hearing and protest period was published on March 16, 2015. The protest period ended April 3, 2015.

**RECOMMENDATION**

Hold Public Hearing.

**PRESENTER:**

Andrea L. Chism, City Attorney

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**Attachments**

Impound Lots

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-16, ENTITLED "SALVAGE YARD LICENSE" TO ADD IMPOUND LOTS; AMENDING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 10, ENTITLED "SALVAGE YARDS," SECTIONS 3-10-1 THROUGH 3-10-8 TO ADD DEFINITIONS FOR IMPOUND LOT AND IMPOUNDED VEHICLES AND TO REGULATE IMPOUND LOTS IN THE SAME MANNER AS SALVAGE YARDS; AMENDING TITLE 11, ENTITLED "ZONING," CHAPTER 8, ENTITLED "INDUSTRIAL DISTRICTS," ARTICLE B, ENTITLED "I-2 INDUSTRIAL (LIGHT) DISTRICT," SECTION 11-8B-4, TO ADD IMPOUND LOT AS A USE BY REVIEW; AMENDING TITLE 11, ENTITLED "ZONING," CHAPTER 8, ENTITLED "INDUSTRIAL DISTRICTS," ARTICLE C, ENTITLED "I-3 INDUSTRIAL (HEAVY) DISTRICT," SECTION 11-8C-3, TO ADD IMPOUND LOT AS A USE BY REVIEW; 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 B, Section 2-6B-16 of the Enid Municipal Code, 2014, is hereby amended to read as follows: §

**2-6B-16: SALVAGE YARD/IMPOUND LOT LICENSE:**

- A. The fee required to license a Salvage Yard in section [3-10-2](#) of this code shall be one hundred dollars (\$100.00) per year. (1994 Code § 11.5-66)
- B. The fee required to license an Impound Lot in section 3-10-2 of this code shall be one hundred dollars (\$100.00) per year.

Section II: That Title 3, Chapter 10, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**Chapter 10  
SALVAGE YARDS AND IMPOUND LOTS**

Section III: That Title 3, Chapter 10, Section 3-10-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-10-1: DEFINITIONS:**

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

**IMPOUND LOT:** Any yard, premises, or tract of land upon which impounded vehicles are stored.

**IMPOUNDED VEHICLES:** Any vehicle which has been towed or otherwise moved to an Impound Lot.

**NONOPERATING VEHICLE:** Any vehicle the certificate of title to which has been cancelled, or which has been wholly or partially dismantled or is kept for the purpose of dismantling, selling, wrecking or using parts therefrom, or which is in such a condition that it will not operate and is not intended to be made operational as a motor vehicle.

**SALVAGE:** Any nonoperating motor vehicle or part thereof.

**SALVAGE YARD:** Any yard, premises, or tract of land in or upon which salvage is stored or maintained, for business or commercial use or in connection therewith. (1994 Code § 33-51)

Section IV: That Title 3, Chapter 10, Section 3-10-2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-10-2: LICENSE REQUIRED; FEE; COMPLIANCE:**

- A. License Required: No person shall operate or maintain a Salvage Yard or Impound Lot in the City without first obtaining a license therefor.
- B. Fee; Compliance: The license shall be issued upon payment of a fee in the amount provided in section [2-6B-16](#) of this code, and upon proper application being made showing compliance with this chapter and the zoning ordinances of the City. (1994 Code § 33-52)

Section V: That Title 3, Chapter 10, Section 3-10-3 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-10-3: LAYOUT PLAN:**

No person shall carry on, operate, own or maintain a Salvage Yard or Impound Lot unless there has been filed with, and approved by, the Code Administration Department a Salvage Yard or Impound Lot layout plan showing:

- A. The location and size of area involved.

- B. All improvements of surrounding property lying within three hundred feet (300') of the proposed Salvage Yard or Impound Lot.
- C. The location and type of screening.
- D. The location of storing area and sales office.
- E. The location of curb cuts on property.
- F. The general layout of access or fire roads within the Salvage Yard or Impound Lot. (1994 Code § 33-53)

Section VI: That Title 3, Chapter 10, Section 3-10-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-4: FENCES AND WALLS:**

No person shall carry on, operate, own, maintain, or conduct a Salvage Yard or an Impound Lot unless:

- A. Conditions and Requirements: The establishment is carried on, maintained or conducted entirely inside an enclosed building or buildings, or upon premises with a fence that is at least six feet (6') high, of solid wood, masonry or other opaque screening on the following sides or portions thereof:
  - 1. Any side which adjoins or abuts a street or property zoned for residential use. Property separated from the Salvage Yard or Impound Lot by only a street, alley, easement or public way shall be considered as abutting or adjoining said salvage yard.
  - 2. Any side to which there is an unrestricted view from any street.
  - 3. That portion of a side not abutting or adjoining a street which is within thirty feet (30') of any street, or property line abutting the street.
- B. Maintenance: Fences and walls shall be maintained in a neat, substantial, safe condition, without advertising thereon. (1994 Code § 33-54)

Section VII: That Title 3, Chapter 10, Section 3-10-5 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-5: GENERAL ARRANGEMENT:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless the salvage or impounded vehicles located in or on said premises shall be so



arranged that reasonable inspection or access on all parts of the premises can be had at any time by the proper fire, health, police and building officials. (1994 Code § 33-55)

Section VIII: That Title 3, Chapter 10, Section 3-10-6 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-6: SALES OFFICE:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless it is provided with a sales or office building on the property to be used in conjunction with the operation. (1994 Code § 33-56)

Section IX: That Title 3, Chapter 10, Section 3-10-7 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-7: RECEIVING YARD:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless it is provided with a receiving area for automobiles prior to storing, which shall be maintained in a minimum size of one thousand eight hundred (1,800) square feet per acre of Salvage Yard or Impound Lot. (1994 Code § 33-57)

Section X: That Title 3, Chapter 10, Section 3-10-8 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-8: DENSITY OF VEHICLES:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless the density of motor vehicles on the premises shall not exceed one vehicle for each two hundred (200) square feet of land or floor area; provided, however, the owner of any Salvage Yard which has a greater density of vehicles thereon on July 1, 1973, shall not be required to move the same, but shall not be permitted, however, to place any more vehicles thereon until such time as it can be done without exceeding said density of one (1) vehicle per two hundred (200) square feet. (1994 Code § 33-58) The owner of any Impound Lot which has a greater density of vehicles thereon on April 1, 2015, shall not be required to move the same, but shall not be permitted, however, to place any more vehicles thereon until such time as it can be done without exceeding said density of one (1) vehicle per two hundred (200) square feet.

Section XI: That Title 11, Chapter 8, Article B, Section 11-8B-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**11-8B-4: USES BY REVIEW:**

"Adult entertainment use", as defined in section [11-1-7](#) of this title.

Salvage Yards, provided the property can be used in compliance with ordinances licensing Salvage Yards<sup>1</sup>.

Impound Lots, provided the property can be used in compliance with ordinances licensing Impound Lots.

Single-family dwelling or a mobile or manufactured home, provided the use meets the conditions for authorization as specified in section [11-14-1](#) of this title, and is consistent with the character of the surrounding property.

Any other similar business or service which is in keeping with the general description and meets the conditions of authorization as described in section [11-14-1](#) of this title. (Ord. 2004-12, 4-6-2004)

Section XII: That Title 11, Chapter 8, Article B, Section 11-8B-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**11-8C-3: DISTRICT USE REGULATIONS:**

Property and buildings in an I-3 heavy industrial district may be used for any use except the following:

- A. All residential uses except sleeping facilities required by night watchmen and caretakers employed upon the premises, except in accordance with section [11-8B-4](#) of this chapter.
- B. All uses not complying with these regulations or any other city, county, state or federal regulation or law.
- C. All of the following uses until they have been studied by the planning commission and have received the express approval of the board of city commissioners. The commission may require approval of the city or county health department, the state fire marshal and other state and county regulating agencies and may attach to the approval specific restrictions designed to protect the public welfare.

Acid manufacture.

Cement, lime, gypsum or plaster of paris manufacture.

Containers.

Explosives, manufacture or wholesale (liquid explosive) storage.

Gas manufacture.

Grain elevator and storage.

Petroleum or its products, refining of.

Temporary industrial work force housing.

Wholesale or bulk storage of gasoline, propane, butane or other petroleum.

- D. Salvage yards, unless authorized by review under [Title 3, Chapter 10](#) of this Code, as to property which can comply with the requirements of licensing ordinances for salvage yards.
- E. Impound lots, unless authorized by review under [Title 3, Chapter 10](#) of this Code, as to property which can comply with the requirements of licensing ordinances for impound lots.
- F. "Adult entertainment use", as defined in section [11-1-7](#) of this title, except as provided for in section [11-14-1](#) of this title. (Ord. 2013-4, 2-5-2013)

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 2, Chapter 6, Article B, Section 2-6B-16; Title 3, Chapter 10, Sections 3-10-1 through 3-10-8; and Title 11, Chapter 8, Article B, Section 11-8B-4, of the Enid Municipal Code, 2014.

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

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

6. 3.

**Meeting Date:** 04/07/2015

**Submitted By:** Karla Ruther, Planning Assistant

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**SUBJECT:**

CONDUCT A HEARING ON A LAND USE AMENDMENT FOR LANCE WINDEL FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE, DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM MEDIUM INTENSITY COMMERCIAL DESIGNATION TO LOW INTENSITY RESIDENTIAL DESIGNATION.

**BACKGROUND:**

This is a companion item to Items 6.4, 7.1, and 7.2.

This item concerns a property located at the southwest corner of Oakwood and Purdue. The request is to change the land use from Medium Intensity Commercial Designation to Low Intensity Residential Designation to allow the property to be rezoned to R-2 Residential Single Family. Currently the lot is undeveloped. If approved, the property will be used for single family housing.

The property has access to Oakwood and Purdue. Both water and sewer are available to the property.

The Metropolitan Area Planning Commission unanimously recommended approval at their March 16, 2015 meeting.

**RECOMMENDATION**

Conduct the hearing.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$0.00

**Funding Source:**

N/A

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## **Attachments**

Windel location map

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Agriculture

Medium  
Intensity  
Commercial

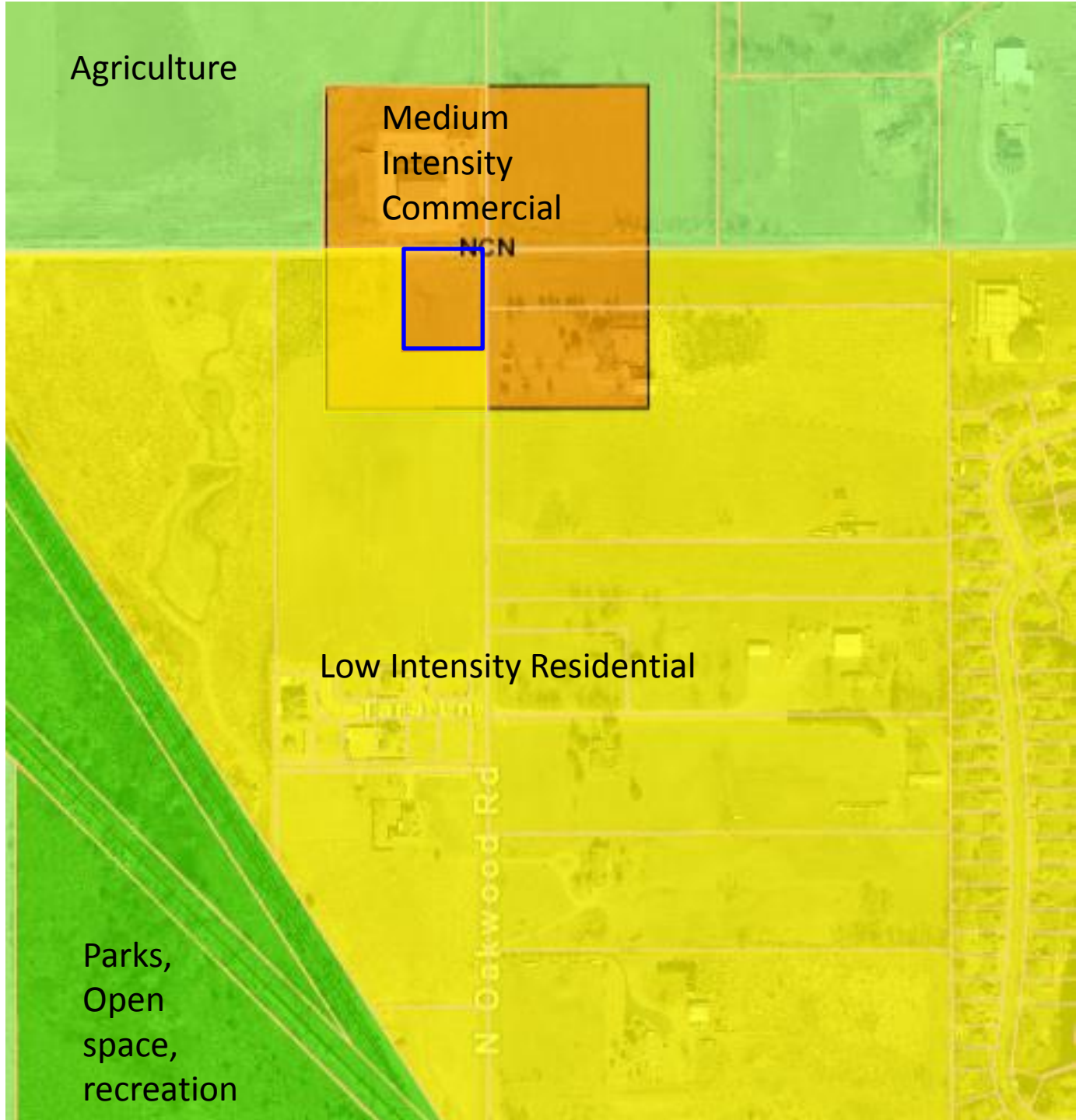
NCN



Low Intensity Residential

N Oakwood Rd

Parks,  
Open  
space,  
recreation





**City Commission Meeting**

6. 4.

**Meeting Date:** 04/07/2015

**Submitted By:** Karla Ruther, Planning Assistant

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**SUBJECT:**

CONDUCT A HEARING REZONING PROPERTY FOR LANCE WINDEL LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23), RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM AGRICULTURE DISTRICT TO R-2 RESIDENTIAL SINGLE FAMILY DISTRICT.

**BACKGROUND:**

This a a companion item to 6.3, 7.1, and 7.2.

The request is to change the zoning from Agriculture District to R-2 Residential Single Family District. Currently the lot is undeveloped. If approved, the property will be used for single family housing.

The zoning surround the property is Agriculture to the north, R-2 to the south and west with Agriculture to the east across Oakwood.

The Metropolitan Area Planning Commission unanimously recommended approval at their March 16, 2015 meeting.

**RECOMMENDATION**

Conduct hearing.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$0.00

**Funding Source:**

N/A

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**Attachments**

Windel zoning map

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A

C-1

Purdue Ave

A

Site



R-2

A

Tara Ln

N Oakwood Rd



**City Commission Meeting**

6. 5.

**Meeting Date:** 04/07/2015

**Submitted By:** Karla Ruther, Planning Assistant

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**SUBJECT:**

CONDUCT A HEARING REZONING PROPERTY FOR GREEKS, LLC, LOCATED IN THE 5000 BLOCK EAST OWEN K GARRIOTT ROAD, DESCRIBED AS PART OF THE EAST HALF OF SECTION ELEVEN (11), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN, FROM I-1 PLANNED INDUSTRIAL PARK DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.

**BACKGROUND:**

This is a companion item to 7.3.

The request is to change the zoning from I-1 Planned Industrial Park District to I-2 Light Industrial District. Currently the lot is undeveloped. If approved, the property will be used for oil field energy industry service yard.

The zoning surround the property is I-3 Heavy Industrial District to the north, I-2 to the east and Agriculture to the west.

The Metropolitan Area Planning Commission unanimously recommended approval at their March 16, 2015 meeting.

**RECOMMENDATION**

Conduct hearing.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$0/00

**Funding Source:**

N/A

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**Attachments**

5000 blk E Garriott zoning map

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Site

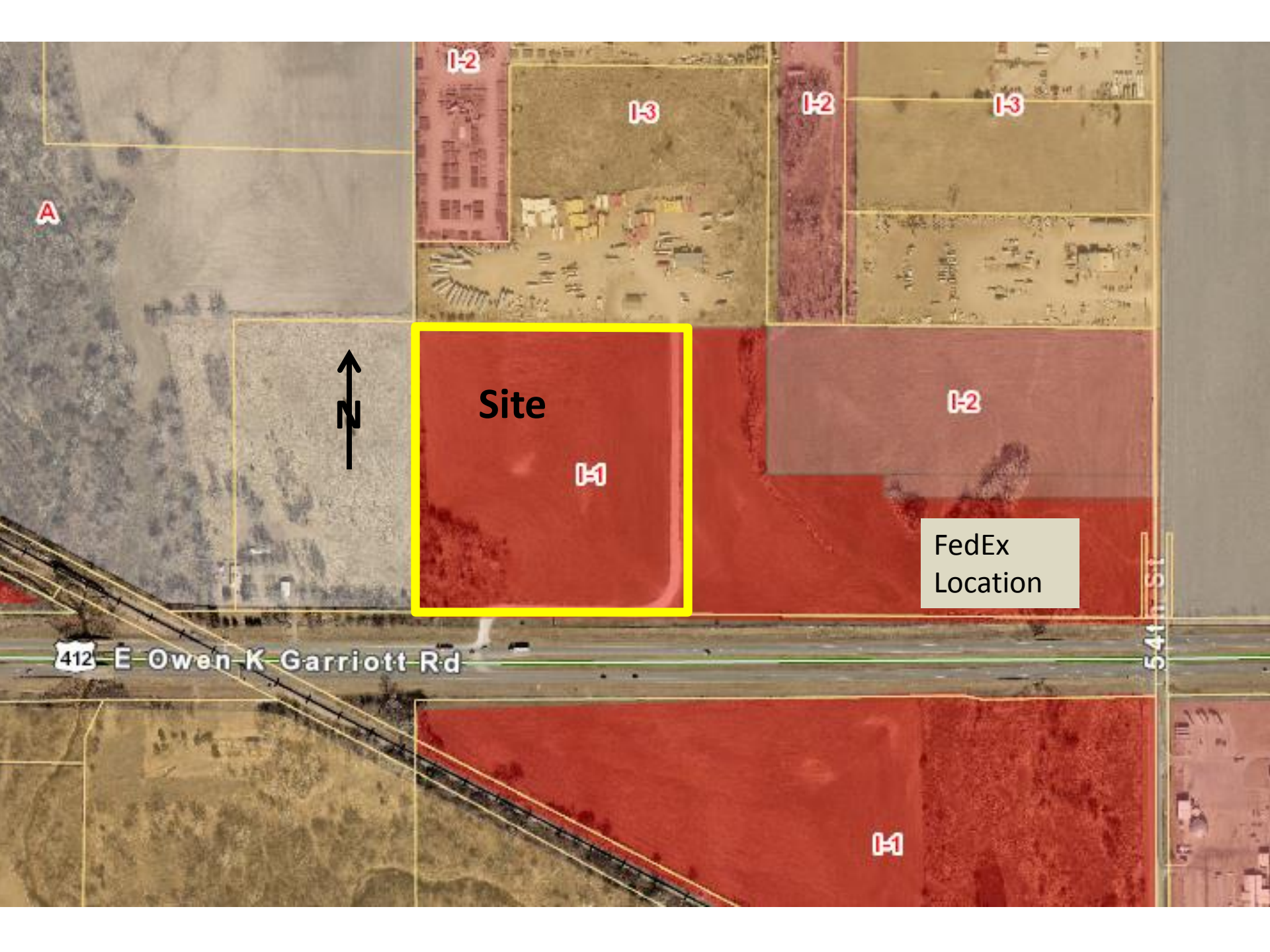
WWP 261

12 304  
20 304  
12 304  
12 304  
20 304  
12 304

412

Rd





I-2

I-3

I-2

I-3

A



Site

I-1

I-2

FedEx  
Location

412 E Owen K Garriott Rd

541th St

I-1

**City Commission Meeting**

7. 1.

**Meeting Date:** 04/07/2015

**Submitted By:** Karla Ruther, Planning Assistant

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**SUBJECT:**

CONSIDER A RESOLUTION TO MODIFY THE LAND USE MAP OF THE ENID METROPOLITAN AREA COMPREHENSIVE PLAN 2025 FOR LANCE WINDEL FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE, DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23), RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM MEDIUM INTENSITY COMMERCIAL DESIGNATION TO LOW INTENSITY RESIDENTIAL DESIGNATION.

**BACKGROUND:**

This is a companion item to 6.3, 6.4, and 7.2.

**RECOMMENDATION**

Consider and approve resolution.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$0.00

**Funding Source:**

N/A

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**Attachments**

Windel resolution

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## R E S O L U T I O N

### APPROVAL OF CHANGE TO THE OFFICIAL COMPREHENSIVE LAND USE PLAN FOR THE ENID METROPOLITAN AREA

WHEREAS, the Enid-Garfield County Metropolitan Area Planning Commission has caused to be prepared a plan titled "Enid Metropolitan Area Comprehensive Plan 2025", approval of which the City Commission deemed to be in the public interest and in keeping with the purposes set forth in Title 19, Oklahoma Statutes, Section 866.10; and

WHEREAS, the City Commission of the City of Enid, Oklahoma, has approved a Comprehensive Plan, in whole and insofar as such plan affects the area within the city limits of the municipality, to guide the physical development of the Enid Metropolitan Area; and

WHEREAS, the Enid-Garfield County Metropolitan Area Planning Commission did hold a Public Hearing on the 18th day of April, 2005, for the purpose of considering the adoption of the Comprehensive Plan, in whole or in part. Public notice of which meeting was duly given as required by law; and

WHEREAS, the City Commission has held a Public Hearing on the 19th day of April, 2005 and has given consideration of opinions and evidence presented at said Public Hearing and the content of "Enid Metropolitan Area Comprehensive Plan 2025".

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Enid, Oklahoma, that the Comprehensive Plan is hereby amended as authorized by Title 19, Oklahoma Statutes, Section 866.10. as follows:

A tract of land in the East Half (E/2) of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Twenty-three (23), Range Seven (7), W.I.M., North and East of the following description being more particularly described as follows: Commencing at the NE corner of the NE/4 Section 34, Township 23 North, Range 7 W.I.M.; Thence South 00 degrees 04 minutes 56 second East, along the East line of said NE/4, a distance of 283.00 feet to the point of beginning; Thence South 00 degrees 04 minutes 56 seconds East along the East line of said NE/4 a distance of 1161.37 feet; Thence South 89 degrees 55 minutes 01 seconds West, perpendicular to the East line of the NE/4, a distance of 600.62 feet; Thence North 00 degrees 12 minutes 10 seconds West, a distance of 1443.19 feet to a point on the North line of said NE/4; Thence North 89 degrees 47 minutes 50 seconds East along the North line of said NE/4 a distance of 290.59 feet; Thence South 00 degrees 04 minutes 56 seconds East parallel to the East line of said NE/4 a distance of 266.0 feet; Thence Easterly to the point of beginning.

is changed from Medium Intensity Commercial to Low Intensity Residential located at the southwest corner of Oakwood and Purdue.

APPROVED this 7th day of April, 2015, by a majority of the full membership of the City Commission, City of Enid, Oklahoma.

CITY OF ENID,  
A Municipal Corporation

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William E. Shewey  
MAYOR

(SEAL)  
ATTEST:

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CITY CLERK



**City Commission Meeting**

7. 2.

**Meeting Date:** 04/07/2015

**Submitted By:** Karla Ruther, Planning Assistant

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**SUBJECT:**

CONSIDER AN ORDINANCE TO REZONE PROPERTY FOR LANCE WINDEL LOCATED AT THE SOUTHWEST CORNER OF OAKWOOD AND PURDUE, DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-THREE (23), RANGE SEVEN (7) WEST, INDIAN MERIDIAN, FROM AGRICULTURE DISTRICT TO R-2 SINGLE FAMILY RESIDENTIAL DISTRICT.

**BACKGROUND:**

This is a companion item to 6.3, 642, and 7.1.

**RECOMMENDATION**

Consider and approve ordinance.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$0.00

**Funding Source:**

N/A

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**Attachments**

Windel zoning ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2014, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.

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

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

The zoning of;

A tract of land in the East Half (E/2) of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Twenty-three (23), Range Seven (7), W.I.M., North and East of the following description being more particularly described as follows: Commencing at the NE corner of the NE/4 Section 34, Township 23 North, Range 7 W.I.M.; Thence South 00 degrees 04 minutes 56 second East, along the East line of said NE/4, a distance of 283.00 feet to the point of beginning; Thence South 00 degrees 04 minutes 56 seconds East along the East line of said NE/4 a distance of 1161.37 feet; Thence South 89 degrees 55 minutes 01 seconds West, perpendicular to the East line of the NE/4, a distance of 600.62 feet; Thence North 00 degrees 12 minutes 10 seconds West, a distance of 1443.19 feet to a point on the North line of said NE/4; Thence North 89 degrees 47 minutes 50 seconds East along the North line of said NE/4 a distance of 290.59 feet; Thence South 00 degrees 04 minutes 56 seconds East parallel to the East line of said NE/4 a distance of 266.0 feet; Thence Easterly to the point of beginning.

is changed to R-2 Residential Single Family District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
City Attorney

**City Commission Meeting**

7. 3.

**Meeting Date:** 04/07/2015

**Submitted By:** Karla Ruther, Planning Assistant

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**SUBJECT:**

CONSIDER AN ORDINANCE TO REZONE PROPERTY FOR GREEKS, LLC. LOCATED IN THE 5000 BLOCK OF EAST OWEN K GARRIOTT ROAD, DESCRIBED AS PART OF THE EAST HALF OF SECTION ELEVEN (11), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN, FROM I-1 PLANNED INDUSTRIAL PARK DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.

**BACKGROUND:**

This is a companion item to 6.5.

**RECOMMENDATION**

Consider and approve ordinance.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$0.00

**Funding Source:**

N/A

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**Attachments**

Ordinance Greeks

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2014, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.

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

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

The zoning of;

Part of the East Half (E/2) of Section Eleven (11), Township Twenty Two (22) North, Range Six (6) West of the Indian Meridian, Garfield County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter Sec. 11; Thence S 00°17'39" E along the east line of the Southeast Quarter of Sec. 11, for a distance of 34.12 feet; Thence N 89°07'12" W along the north right of way of U.S. HWY. 412 as established at BK 265, PG 97, for a distance of 2396.94 feet to the point of beginning; Thence continuing N 89°07'12" W along the north right of way of U.S. HWY. 412 as established at BK 265, PG. 97, for a distance of 222.82 feet; Thence N 00°00'55" W along the west line of said Southeast Quarter of Sec. 11, for a distance of 25.00 feet to the southwest corner of the Northeast Quarter of Sec. 11; Thence N 00°35'08" W along the west line of said Northeast Quarter of Sec. 11, for a distance of 1018.48 feet; Thence S 89°30'17" E for a distance of 891.15 feet; Thence S 00°10'45" E for a distance of 880.02 feet; Thence is a southwesterly direction with a tangent curve turning to the right with a radius of 117.25 feet, having a chord bearing of S 45°37'05" W and a chord distance of 168.10 feet, having a central angle of 91°35'40" and an arc length of 187.43 feet; Thence N 88°35'05" W for a distance of 441.06 feet; Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 115.40 feet, having a chord bearing of S 62°13'46" W and a chord distance of 112.55 feet, having a central angle of 58°22'17" and an arc length of 117.57 feet to the point of beginning.

is changed to I-2 Light Industrial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

(Seal)

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

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City Attorney

**City Commission Meeting**

8. 1.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

**DISCUSS THE KAW LAKE ALTERNATE WATER SUPPLY DEVELOPMENT PROGRAM REQUEST FOR PROPOSAL PRESENTATIONS FROM THE TOP THREE FIRMS AND AUTHORIZE THE NEGOTIATION OF A CONTRACT WITH THE BEST QUALIFIED FIRM, PROJECT NO. W-1412.**

**BACKGROUND:**

The City of Enid received six qualified responses to the Kaw Lake Request for Proposal (RFP). At the March 13, 2015 Special City Commission Meeting, the Commission identified the top three firms. These three firms delivered presentations at the April 1, 2015 Special City Commission Meeting. The purpose of this item is to discuss the process used by staff to evaluate the presentations and the results in order to identify the best qualified firm. The best qualified firm will complete the Phase I objectives, which include establishing program management process and controls, conducting preliminary engineering, and initiating the permitting process.

**RECOMMENDATION**

Identify the best qualified firm and Authorize Negotiation of a Contract.

**PRESENTER:**

Christopher Gdanski, Director of Engineering.

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**City Commission Meeting**

8. 2.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH LUCKINBILL, INC, ENID, OKLAHOMA, TO ADD \$101,471.92 TO THE CONTRACT AMOUNT AND ACCEPT BROADWAY WATERLINE REPLACEMENT PROJECT, PROJECT NO. W-1409A.**

**BACKGROUND:**

This project relocated approximately 2,000 feet of 12-inch pipe on Broadway Avenue from Washington Street to 3<sup>rd</sup> Street. The work was conducted in conjunction with the 2014 Local Street Improvement Project.

Change Order No. 1 will add \$101,471.92 to the contract for adjusting final quantities as measured in place for all corrected work. The change order involves additional work to accommodate for extensive boring to clear existing utilities. The field location of under ground utilities require the placing of new water line at a much greater depth and extending boring a greater distance.

Final contract amount is \$781,331.92 and project is presented for acceptance. There is a three-year Maintenance Bond on this project.

**RECOMMENDATION**

Approve Change Order No. 1 and accept project.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** n/a

**Funding Source:**

Street and Alley Fund.

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**City Commission Meeting**

8. 3.

**Meeting Date:** 04/07/2015

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-8, TO RENAME THE SECTION, INCREASE THE ANNUAL FEE FOR DRIVE-IN RESTAURANTS AND INCLUDE NEW FEES FOR MOBILE FOOD VENDOR LICENSES; REPEALING TITLE 3, CHAPTER 3, SECTIONS 3-3-1 THROUGH 3-3-15; REPEALING TITLE 3, CHAPTER 4, SECTIONS 3-4-1 THROUGH 3-4-10; REPEALING TITLE 3, CHAPTER 5, SECTIONS 3-5-1 THROUGH 3-5-6; CREATING TITLE 3, CHAPTER 3, SECTIONS 3-3-1 THROUGH 3-3-16, TO ADOPT PORTIONS OF STATE LAW AND RULES OF THE OKLAHOMA DEPARTMENT OF HEALTH GOVERNING FOOD SERVICE ESTABLISHMENTS AND REQUIRE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING SAID ESTABLISHMENTS, PROVIDE DEFINITIONS, REQUIRE LICENSES FOR FOOD SERVICE ESTABLISHMENTS AND PUNISHMENT FOR VIOLATIONS, REQUIRE LICENSEES TO COLLECT TAX, PROVIDE TERMS OF LICENSES AND REQUIRE POSTING, PROVIDE SANITATION AND MISCELLANEOUS REQUIREMENTS, PROVIDE REGULATIONS FOR THE STORAGE, DISPLAY AND SERVING OF FOOD AND DRINK AND FOR THE STORAGE AND HANDLING OF UTENSILS AND EQUIPMENT, PROHIBIT THE USE OF POISONOUS SUBSTANCES TO CLEAN OR POLISH UTENSILS, PROVIDE THE FOR SUSPENSION OR REVOCATION OF LICENSE AND THE PROCESS FOR REINSTATEMENT OR APPEAL AND PROVIDING APPLICATION PROCEDURES, ELIGIBILITY, REQUIRED INFORMATION, CONDITIONS OF ISSUANCE AND GEOGRAPHICAL AND OTHER RESTRICTIONS; AMENDING TITLE 3, CHAPTER 11, SECTION 3-11-1, TO REMOVE THE SALE OF FOOD FROM THE DEFINITION OF SOLICITATION AND TO ALLOW SCHOOLS AND UNIVERSITIES TO FUNDRAISE WITHOUT REQUIRING A SOLICITOR'S CERTIFICATE OF REGISTRATION.

**BACKGROUND:**

This ordinance was reviewed by the Commission at the March 3, 2015 Study Session. This ordinance combines the City's previous ordinances on Restaurants, Drive-In Restaurants and Outdoor Cafes and adds new regulations for Mobile Food Vendors. It also increases the annual license fee for Drive-In Restaurants, removes the sale of food from the definition of solicitor and allows schools and universities to fundraise without obtaining a solicitor's license.

**RECOMMENDATION**

Approve Ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney

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**Attachments**

Food and Beverage Ordinance

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-8, ENTITLED "RESTAURANTS, CAFES," TO RENAME THE SECTION, INCREASE THE ANNUAL FEE FOR DRIVE-IN RESTAURANTS AND INCLUDE NEW FEES FOR MOBILE FOOD VENDOR LICENSES; REPEALING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 3, ENTITLED "FOOD AND DRINK," SECTIONS 3-3-1 THROUGH 3-3-15; REPEALING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 4, ENTITLED "DRIVE IN RESTAURANTS," SECTIONS 3-4-1 THROUGH 3-4-10; REPEALING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 5, ENTITLED "OUTDOOR CAFES," SECTIONS 3-5-1 THROUGH 3-5-6; CREATING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 3, ENTITLED "FOOD SERVICE ESTABLISHMENTS," SECTIONS 3-3-1 THROUGH 3-3-16, TO ADOPT PORTIONS OF STATE LAW AND RULES OF THE OKLAHOMA DEPARTMENT OF HEALTH GOVERNING FOOD SERVICE ESTABLISHMENTS AND REQUIRE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING SAID ESTABLISHMENTS, PROVIDE DEFINITIONS, REQUIRE LICENSES FOR THE OPERATION OF FOOD SERVICE ESTABLISHMENTS AND PROVIDE PUNISHMENT FOR VIOLATIONS, REQUIRE LICENSEES TO COLLECT TAX, PROVIDE TERMS AND EXPIRATION OF LICENSES, REQUIRE LICENSES TO BE POSTED, PROVIDE SANITATION AND MISCELLANEOUS REQUIREMENTS, PROVIDE REGULATIONS FOR THE STORAGE, DISPLAY AND SERVING OF FOOD AND DRINK AND FOR THE STORAGE AND HANDLING OF UTENSILS AND EQUIPMENT, PROHIBIT THE USE OF POISONOUS SUBSTANCES TO CLEAN OR POLISH UTENSILS, PROVIDE THE AUTHORITY FOR SUSPENSION OR REVOCATION OF LICENSE AND THE PROCESS FOR REINSTATEMENT OR APPEAL AND PROVIDING APPLICATION PROCEDURES, ELIGIBILITY, REQUIRED INFORMATION, CONDITIONS OF ISSUANCE AND GEOGRAPHICAL AND OTHER RESTRICTIONS; AMENDING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 11, ENTITLED "SOLICITING," SECTION 3-11-1, ENTITLED "DEFINITIONS," TO REMOVE THE SALE OF FOODSTUFFS FROM THE DEFINITION OF SOLICITATION AND TO ALLOW SCHOOLS AND UNIVERSITIES TO FUNDRAISE WITHOUT REQUIRING A SOLICITOR'S CERTIFICATE OF REGISTRATION; 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 B, Section 2-6B-8 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **2-6B-8: FOOD SERVICE ESTABLISHMENTS:**

- A. Restaurant License: The annual license fee required in Section 3-3-13 of this Code shall be seventy five dollars (\$75.00).
- B. Drive-In Restaurant License: The annual license fee required in Section 3-3-14 of this Code shall be seventy-five dollars (\$75.00) per year.
- C. Outdoor Café Permit Fees: The permit fee referred to in Section 3-3-15 of this Code shall be three hundred dollars (\$300.00) for the initial permit and fifty dollars (\$50.00) each year thereafter.
- D. Mobile Food Vendor License: The license fee referred to in Section 3-3-16 of this Code shall be as follows:
  - 1. The fee for a one (1) year license shall be seventy-five dollars (\$75.00).
  - 2. The fee for a six (6) month license shall be fifty dollars (\$50.00)
  - 3. The fee for a single event license shall be ten dollars (\$10.00)

Section II: That Title 3, Chapter 3, of the Enid Municipal Code, 2014, is hereby created to read as follows:

### **Chapter 3 FOOD SERVICE ESTABLISHMENTS**

Section III: That Title 3, Chapter 3, Section 3-3-1 of the Enid Municipal Code, 2014, is hereby created to read as follows:

### **3-3-1: ADOPTION OF OKLAHOMA LAW; COMPLIANCE:**

- A. Adoption of Oklahoma Law: All applicable statutes, rules and regulations governing food service establishments, as those statutes, rules and regulations may be amended from time to time, are hereby adopted and incorporated as if fully set out herein.

- B. Licensee shall comply with all federal, state and local laws, rules and regulations governing food service establishments.
- C. The provisions of this Chapter are supplementary to all other ordinances.

Section IV: That Title 3, Chapter 3, Section 3-3-2 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-2: DEFINITIONS:**

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

**ADMINISTRATOR**: The Code Administrator, the person authorized to enforce the provision contained in this Chapter.

**DESIGN GUIDELINES**: The standards developed by Maine Street, Enid, Inc., and the City of Enid, hereby adopted by reference with this Chapter, that serve as the guide with regard to the design and materials which may be utilized within a sidewalk café encroachment area.

**DRIVE-IN RESTAURANT**: Any establishment where food, frozen dessert and/or beverage is sold to the consumer, and where motor vehicle parking space is provided, and where such food, frozen dessert and/or beverage is intended to be consumed in the motor vehicle parked upon the premises or anywhere on the premises outside of the building.

**EMPLOYEE**: Any person who handles food or drink during preparation or serving, or who comes in contact with any eating or cooking utensils, or who is employed at any time in a room in which food or drink is prepared or served.

**ENCROACHMENT**: Stands, tables, umbrellas, chairs, displays, signs, banners, flags, and appurtenances or objects related to the business, or other items for sale on the public right of way, sidewalk or common area on public property.

**FOOD SERVICE ESTABLISHMENT**: Any operation that stores, prepares, packages, serves, vends food directly to the consumer, or otherwise provides food for human consumption: such as a restaurant; satellite, commissary or catered feeding location; catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; market; vending location; institution; or food bank; and that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

- A. Food service establishment includes: An element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the Department; or an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises; and regardless of whether there is a charge for the food.
- B. Food service establishment does not include:
1. Food processing plant; including those that are located on the premises of a food establishment;
  2. A kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such as a religious or charitable organization's bake sale if allowed by law and if the consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the Department;
  3. A kitchen in a private home, such as a small family day-care provider; or a bed-and-breakfast operation that prepares and offers food to guests if the home is owner occupied, the number of available guest bedrooms does not exceed 3, breakfast is the only meal offered;
  4. A private home that receives catered or home-delivered food;
  5. The sale of whole produce grown by a producer and sold on a roadside or locations away from their property and transported by the grower or transported without third-party intervention and/or storage, and the produce is maintained in a safe, unadulterated condition.

**MOBILE FOOD SALES:** The sale of food, other than pre-packaged retail foodstuffs, from a mobile unit.

**MOBILE FOOD SERVICE ESTABLISHMENT:** A facility that is readily moveable and is vehicle mounted (DOT road approved, including wheels and axles), remains at one physical address for no more than 12 hours at one time, and from which food may be prepared.

**MOBILE FOOD VENDOR:** A food vendor operating for a temporary period. Mobile Food Vendor does not include:

- A. Bake sales held on private property by non-profit organizations or on behalf of non-profit organizations.

- B. Lemonade stands held on private property by juvenile, by non-profit organizations, or on behalf of non-profit organizations.
- C. Delivery from a licensed restaurant.

**MOBILE PRE-PACKAGED FOOD SALES:** The mobile sale of pre-packaged retail foodstuffs which remains in its original retail packaging.

**MOBILE RETAIL FOOD SERVICE ESTABLISHMENT:** A unit from which packaged foods are sold from a stationary display at a location some distance from the unit, but still at the same physical address for no more than 12 hours, provided the licensed unit is on premise and readily available for inspection and the food has been prepared in a facility that is regulated by the Good Manufacturing Practices in Title 21 of the CFR or regulated as a license holder pursuant to OAC Chapter 310:260 Human Foods Good Manufacturing Practice Regulations.

**OUTDOOR CAFE:** The placing, locating or permitting of the placing or locating of chairs, tables, and other appurtenances on the right of way, such as sidewalks, adjacent to a business licensed to operate as an eating establishment where food, beverages (both alcoholic and nonalcoholic), and/or other refreshments are served, or upon public property within designated areas.

**PACKAGED:** Means bottled, canned, cartoned, securely bagged, or securely wrapped, whether packaged in a food service establishment or a food processing plant. It does not include a wrapper, carry-out box, or other nondurable container used to containerize food with the purpose of facilitating food protection during service and receipt of the food by the consumer.

**PEDAL CARRIER:** A non-self-propelled, wheeled, pedal unit or like device.

**PRIVATE CLUB:** Any association, person, firm or corporation, key club, bottle club, locker club, pool club, or any other kind of club or association excluding the general public from its premises or place of meeting or congregating, or operating or exercising control over any other place where persons are permitted to drink alcoholic beverages other than in a private home.

**PUSHCART:** A non-self-propelled food unit that can be manually moved.

**RESTAURANT:** Restaurant, coffee shop, cafeteria, short order cafe, luncheonette tavern, sandwich stand or soda fountain, where meals are served, and other public eating or drinking establishments, as well as kitchens or other places in which food and drink are prepared for sale or consumption elsewhere.

**SEASONAL FOOD SERVICE ESTABLISHMENT:** A facility that is open no more than 180 consecutive days per physical address per year. The seasonal food service establishment is limited to serving coffee and snow cones with use of liquid milk, raw

fruits, raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider, and other non-Time/Temperature Control for Safety Foods.

**SEASONAL FRUIT AND VEGETABLE STAND:** An establishment that is open no more than 180 consecutive days per physical address per year and is limited to whole, raw fruits and vegetables and unprocessed nuts in the shell.

**SIDEWALK:** That area of the public right of way between the curb lines or the lateral lines of a roadway and the adjacent property lines reserved for pedestrian traffic, not including street crossings.

**TAVERN:** Any place where low point beer is sold for consumption on the premises.

**UTENSILS:** Any kitchenware, tableware, glassware, cutlery, utensils, containers or other equipment with which food or drink comes in contact during storage, preparation or serving.

**WASTE MATERIAL:** Paper cups, straws, napkins, garbage, beverages and all other waste matter intended for disposal which, if not placed in a proper receptacle, tends to create a public nuisance by rendering property unclean, unsafe and unsightly.

Section V: That Title 3, Chapter 3, Section 3-3-3 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-3: LICENSE REQUIRED; VIOLATION:**

- A. License Required: No person shall operate a food service establishment of any type within the City without first obtaining the appropriate business license pursuant to the provisions of this Chapter.
- B. Violation: Operation of any type of food service establishment without the appropriate business license shall be punishable by up to sixty (60) days imprisonment and/or a fine of up to five hundred dollars (\$500.00) plus court costs and fees. Each day during which a violation is committed, continued or permitted shall be deemed a separate offense.

Section VI: That Title 3, Chapter 3, Section 3-3-4 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-4: DUTY TO COLLECT TAX:**

**Duty to Collect Tax:** It shall be the duty of the licensee to collect and remit the appropriate state and local taxes. A licensee who fails to remit such taxes is subject to suspension or revocation of the license granted pursuant to this Chapter.

Section VII: That Title 3, Chapter 3, Section 3-3-5 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-5: LICENSE TERMS; EXPIRATION:**

A. Applicants for food service establishment licenses may apply for one (1) or more types of food service establishment license. Food service establishment licenses are available with the following terms:

- |    |                     |              |
|----|---------------------|--------------|
| 1. | Restaurant          | Annual       |
| 2. | Drive-In Restaurant | Annual       |
| 3. | Outdoor Café        | Annual       |
| 4. | Mobile Food Vendor  | Annual       |
| 5. | Mobile Food Vendor  | Six Month    |
| 5. | Mobile Food Vendor  | Single Event |

B. Annual licenses shall expire one year from the date of issue. Six Month Mobile Food Vendor licenses shall specify the months during which the license is valid. Single Event Mobile Food Vendor license shall specify the date(s) and event during which the license is valid.

Section VIII: That Title 3, Chapter 3, Section 3-3-6 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-6: POSTING OF LICENSE:**

A license issued pursuant to the provisions of this Chapter shall be posted in a conspicuous place at the place of business.

Section IX: That Title 3, Chapter 3, Section 3-3-7 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-7: SANITATION; PREMISES REQUIREMENTS:**

A. Compliance Required; Exception: All food service establishments shall comply with the provisions of this Chapter. Mobile Food Vendors need not comply with subsections F through M of this Section.

B. Cleaning and Bactericidal Treatment of Utensils and Equipment:

1. All equipment, including display cases or windows, counters, shelves, tables, refrigerators, stoves, hoods and sinks shall be kept clean and free from dust, dirt, insects and other contaminating material. All clothes worn by waiters, chefs and other employees shall be clean. Single service containers shall be used only once.



2. All multi-use eating and drinking utensils shall be thoroughly cleaned and effectively subjected to an approved bactericidal process immediately following the day's operation.
- C. Cleanliness of Employees: All employees shall wear clean garments and shall keep their hands clean at all times while engaged in handling food, drink, utensils or equipment.
- D. Construction of Utensils and Equipment: All multi-use utensils and all show and display cases or windows, counters, shelves, tables, refrigerating equipment, sinks and other equipment or utensils used in connection with the operation of a restaurant shall be so constructed as to be easily cleaned and shall be kept in good repair.
- E. Disposal of Wastes: All wastes shall be properly disposed of and all garbage and trash shall be kept in suitable receptacles, in such manner as not to become a nuisance.
- F. Doors and Windows: When flies are prevalent, all outside openings shall be effectively screened and doors shall be self-closing, unless other effective means are provided to prevent the entrance of flies.
- G. Floors: The floors of all rooms in which food or drink is stored, prepared or served, or in which utensils are washed, shall be of such construction as to be easily cleaned, shall be smooth, and shall be kept clean and in good repair.
- H. Lavatory Facilities: Adequate and convenient hand washing facilities shall be provided, including hot and cold running water under pressure, soap, and approved sanitary towels or blower hand dryer. The use of a common towel is prohibited.
- I. Lighting: All rooms in which food or drink is stored or prepared or in which utensils are washed shall be well lighted.
- J. Toilet Facilities: Every restaurant and all taverns and private clubs shall be provided with adequate and conveniently located toilet facilities for its employees. In restaurants hereafter constructed, toilet rooms shall not open directly into any room in which food, drink or utensils are handled or stored. The doors of all toilet rooms shall be self-closing. Toilet rooms shall be kept in a clean condition, in good repair and well lighted and ventilated. Hand washing signs shall be posted in each toilet room used by employees. No employee shall resume work after using a toilet room without washing his hands.
- K. Walls and Ceilings: Walls and ceilings of all rooms shall be kept clean and in good repair. All walls and ceilings of rooms in which food or drink is stored or prepared shall be finished in a light color. The walls of all rooms in which food or



drink is prepared or utensils are washed shall have a smooth, washable surface up to the level reached by splash or spray.

- L. Water Supply: Running water under pressure shall be easily accessible to all rooms in which food is prepared or utensils are washed, and shall be adequate and of a safe sanitary quality.
- M. Ventilation: All rooms in which food or drink is stored, prepared, or served, or in which utensils are washed, shall be well ventilated.

Section X: That Title 3, Chapter 3, Section 3-3-8 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-8: MISCELLANEOUS REQUIREMENTS:**

- A. Cleanliness of Premises: The premises of all restaurants shall be kept clean and free of litter or rubbish.
- B. Living Rooms and Sleeping Quarters: None of the operations connected with a food service establishment shall be conducted in any room used as living or sleeping quarters.
- C. Dressing Rooms for Employees: Adequate lockers or dressing rooms shall be provided for employees' clothing and shall be kept clean.
- D. Containers for Soiled Linens, Clothing: Soiled linens, coats and aprons shall be kept in containers provided for this purpose.

Section XI: That Title 3, Chapter 3, Section 3-3-9 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-9: STORAGE, DISPLAY AND SERVING OF FOOD AND DRINK:**

- A. Protection of Food and Drink: All food and drink shall be stored, displayed and served as to be protected from dust, flies, vermin, unnecessary handling, droplet infection, overhead leakage, and other contamination.
- B. Animals: No animals or fowl shall be kept or allowed in any room in which food or drink is prepared or stored.
- C. Elimination of Flies: All means necessary for the elimination of flies shall be used.

Section XII: That Title 3, Chapter 3, Section 3-3-10 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-10: STORAGE AND HANDLING OF UTENSILS AND EQUIPMENT:**

After bactericidal treatment, no utensil shall be stored, except in a clean dry place protected from flies, dust or other contamination, and no utensil shall be handled except in such manner as to prevent contamination as far as practicable. Single service utensils shall be obtained only in sanitary containers, shall be stored therein in a clean dry place until used and shall be handled in a sanitary manner.

Section XIII: That Title 3, Chapter 3, Section 3-3-11 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-11: POISONOUS SUBSTANCES:**

No article, polish or other substance containing any cyanide preparation or other poisonous material shall be used for the cleansing or polishing of utensils.

Section XIV: That Title 3, Chapter 3, Section 3-3-11 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-12: SUSPENSION OR REVOCATION OF LICENSE; APPEAL:**

- A. Violation; Authority to Suspend or Revoke License: A license issued pursuant to the provisions of this Chapter may be suspended or revoked by the Administrator upon violation by the holder of any of the requirements of this Chapter.
- B. Application for Reinstatement; Reinspection: The operator of any food service establishment whose license has been suspended may at any time make application for the reinstatement of the license. Within one week after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated specifications have been conformed with, the Administrator shall make a reinspection and thereafter as many additional reinspections as deemed necessary to assure himself that the applicant is again complying with the requirements, and in case the findings indicate compliance, shall order the reinstatement of the license.
- C. Appeal: Licensees and permittees shall have the right to appeal the decision of the Administrator to the Mayor and Board of Commissioners, in writing, within ten (10) days from the date of notice. An appeal does not stay the suspension or revocation of any license or permit. The hearing before the Mayor and Board of Commissioners shall be held at the next regularly scheduled meeting. The decision of the Mayor and Board of Commissioners shall be final.

Section XV: That Title 3, Chapter 3, Section 3-3-13 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-13: RESTAURANTS:**

A. Separate License Each Location; Eligibility:

1. A restaurant that has more than one (1) location shall have a separate license for each location.
2. Applicants must have a valid license from the Oklahoma State Department of Health.

B. Application; Fee:

1. Every application for a restaurant license shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk. The application shall be on a form provided by the City Clerk and shall contain the following:
  - a. If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.
  - b. The names under which the applicant has engaged, does engage and proposes to engage in food service.
  - c. Proof that the food service establishment is licensed by the Oklahoma Department of Health.
  - d. Copy of Oklahoma sales tax permit.
  - e. Evidence in writing that all required licenses or health permits required by the County and/or State have been obtained. If alcoholic beverages are to be served, the license issued, and renewals, issued by the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall be furnished to the City and the appropriate City alcoholic beverage license must be obtained before the sale of any alcoholic beverages may commence. If low point beer is to be served, the license issued, and renewals, issued by Garfield County shall be furnished to the City and the appropriate City low point beer license obtained before the sale of any alcoholic beverages may commence. Annual license renewals from the ABLE Commission and the County shall be provided to the City.
2. Fee: Applications shall be accompanied by the appropriate fee, as set out in Section 2-6B-8A of the Enid Municipal Code.

Section XVI: That Title 3, Chapter 3, Section 3-3-14 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-14: DRIVE-IN RESTAURANT:**

A. Separate License Each Location; Eligibility:

1. A drive-in restaurant that has more than one (1) location shall have a separate license for each location.
2. Applicants must have a valid license from the Oklahoma State Department of Health.

B. Application; Plat Required; Fee:

1. Every application for a drive-in restaurant license shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk. The application shall be on a form provided by the City Clerk and shall contain the following:
  - a. If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.
  - b. The names under which the applicant has engaged, does engage and proposes to engage in food service.
  - c. Proof that the food service establishment is licensed by the Oklahoma Department of Health.
  - d. Copy of Oklahoma sales tax permit.
  - e. The number of motor vehicles which the proposed drive-in restaurant is designed to accommodate.
  - f. The hours of operation for the proposed drive-in restaurant.
  - g. Such other information as the Code Administrator shall deem necessary.
2. Plat Required; Contents: The application shall be accompanied by a plat or drawing of the proposed drive-in restaurant showing:

- a. Its location, size and capacity.
  - b. The location and size of entrances and exits.
  - c. The kinds of ground surface.
  - d. The location, size and construction of all structures.
  - e. The location, size and construction of surrounding walls, fences or barriers.
3. Fee: Applications shall be accompanied by the appropriate fee, as set out in Section 2-6B-8B of the Enid Municipal Code.
- C. Issuance of License; Conditions: The Director of Finance shall issue a license when it finds:
1. That there is no apparent danger to the health and safety of the people of the City;
  2. That the applicant, its officers, or agents, if any, are capable of operating the proposed drive-in restaurant in a manner consistent with the public health and safety;
  3. That conducting a drive-in restaurant at the location designated during the hours applied for will not result in the violation of any law or ordinance and will not result in a disturbance of the peace and quiet of the neighborhood;
  4. That the requirements of this Chapter and of all other governing laws and ordinances have been met.
- D. Maintenance of Order; Loitering; Nuisances: The licensee shall maintain quiet and good order and shall not permit disorderly conduct or loitering upon the licensed premises. Such licensee shall not cause or create any noise or other nuisance, or permit others to do so, on the parking area of a drive-in restaurant whereby the quiet and good order of the premises or of the neighborhood is disturbed.
- E. Noise and Disturbances Created by Others: No person on the premises of a drive-in restaurant shall race the motor of any motor vehicle, blow any horn, or make or cause to be made any other loud or offensive noise, nuisance or disturbance whereby the quiet and good order of the neighborhood is disturbed.
- F. Litter Control:

1. Use of Receptacles Required: No person shall place, throw or deposit any waste material or refuse upon the outside premises or parking area of a drive-in restaurant or on any street, alley or adjoining property or in the vicinity of a drive-in restaurant, except in adequate receptacles provided for that purpose, nor shall the licensee permit such conduct.
  2. Keeping Premises Free of Litter: The licensee shall, at least once in twenty four (24) hours, dispose of waste materials which tend to create a public nuisance on the premises. He shall keep the premises whereon the drive-in restaurant is located, together with the parking area and that portion of any street or alley adjoining the drive-in restaurant, free from waste material and shall not permit or allow it to blow from the premises. The licensee shall provide the drive-in restaurant with a sufficient number of adequate refuse containers.
- G. Alcoholic Beverages, Low Point Beer Consumption or Possession: No person on the premises of a drive-in restaurant, whether in or out of a motor vehicle, shall drink, have in his possession or under his control, or offer to another to drink, any beer, wine, intoxicating liquor or low point beer. This provision shall not apply to any person when served inside the building by a drive-in restaurant duly licensed to serve such beverages. The licensee shall not permit anyone who is intoxicated to remain on the premises.
- H. Parking Area Requirements:
1. Illumination: The parking area of any drive-in restaurant shall be adequately illuminated by electric lights which shall be so arranged by the licensee as to reflect away from any adjoining residential property.
  2. Paving: The parking area on the premises of a drive-in restaurant shall be satisfactorily paved by the licensee so as to avoid creating dust and to provide for adequate drainage of surface water.

Section XVII: That Title 3, Chapter 3, Section 3-3-15 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-15: OUTDOOR CAFES:**

- A. Permit Required:
1. Requirement: It shall be unlawful for any person to create, establish, operate, maintain or otherwise be engaged in the business of running an outdoor café upon the sidewalks or public property located within the Enid Town Square Overlay District, unless he shall hold a currently valid permit issued under the terms of this Chapter.

2. Temporary Permit; Denial: The outdoor café permit is a temporary permit, which may be denied for any reason. No property right is created by this Chapter and the decision of the Administrator shall be final, unless appealed to the Mayor and Board of Commissioners in accordance with Section 3-3-12 of this Chapter.

B. Eligibility:

1. Applicants must hold a City of Enid restaurant license and be located within the Enid Town Square Overlay District.
2. Applicants must have a valid license from the Oklahoma State Department of Health.

C. Application; Plat Required; Fee:

1. Every application for an outdoor café license shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk. The application shall be on a form provided by the City Clerk and shall contain the following:
  - a. If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.
  - b. The name, home address and telephone number of a responsible person whom the City may notify or contact at any time concerning the applicant's permit.
  - c. Proof that the food service establishment is licensed by the Oklahoma Department of Health.
  - d. A copy of a valid restaurant license to operate a restaurant adjacent to the public property which is the subject of the application.
  - e. The hours of operation for the proposed outdoor café.
  - f. Proof of current liability insurance, issued by an insurance company licensed to do business in the State of Oklahoma, protecting the licensee and the City of Enid from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the City of Enid as an additional insured and shall provide that the







3. Fee: Applications shall be accompanied by the appropriate fee, as set out in Section 2-6B-8A of the Enid Municipal Code. This fee is in addition to the restaurant license fee required for operation within the City of Enid.
- D. Public Comment: Upon initial receipt of an application for an outdoor café, the City shall notify by mail, the owners of property lying within a three hundred foot (300') radius of the permit area specified on the application. The notification shall provide for a ten (10) day period in which public comments will be received regarding the application and its specific contents and proposals. The City may consider any complaints or objections that have been received during the preceding year, but no notice or period of comment shall be required upon receipt of a renewal application.
- E. Issuance or Denial: Not later than thirty (30) days after the filing of a completed application for an outdoor café permit, the applicant shall be notified by the Administrator of the decision on the issuance or denial of the permit. If the permit is issued, said permit may be renewed annually upon the date of the initial issuance.
- F. The issuance of an outdoor café permit shall contain the following conditions:
1. Term; Fees Nonrefundable: Each permit shall be effective for one (1) year from the date of issuance. If the business is licensed by the ABLE Commission, the effective date of the permit issued by the City may be concurrent with the ABLE permit. If a permit is revoked, the prorated fee for the remaining year shall not be refunded. No fees will be refunded for periods of suspension.
  2. Permit Nontransferable: The permit issued shall be personal to the permittee only and shall not be assigned or transferred.
  3. Temporary Suspension Authorized:
    - a. The permit may be temporarily suspended for a forty eight (48) hour period, with five (5) days' written notice by the Administrator when necessary to clear the public property for the safety of the public in accordance with a community or special event authorized by a permit issued by the City.
    - b. The Administrator may temporarily suspend the permit or require the removal of items within the encroachment area when street, sidewalk, common area or utility repairs necessitate such action.
  4. Area: The permit shall be specifically limited to the area shown on the exhibit attached to and made part of the permit.

5. Maintenance of Area; Cleanliness: The encroachment area covered by the permit shall be maintained in a neat and orderly appearance at all times, and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day.
6. Advertising: No advertising shall be permitted, except for menus.
7. Tables and Chairs Attached to Fixtures; Seating Requirements: No tables or chairs or any other parts of the business shall be attached, chained or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area. No additional outdoor seating authorized under this Chapter shall be used for calculating seating requirements pertaining to location of, application for, or issuance of, an ABE license for any establishment, or be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any City or State law.
8. Quality and Design of Furniture, Fencing: Tables, chairs, umbrellas, fencing and any other appurtenances shall be of such quality of design, materials, and workmanship as specified by the design guidelines.
9. Use of Glass Containers: The City retains the right to suspend the privilege of using glass containers within the encroachment area. The use of glass containers may be revoked if an incident jeopardizes the health, safety and welfare of customers or the general public.
10. Serving Alcoholic Beverages: Upon any City sidewalk, the serving and consumption of alcoholic beverages will be limited to those customers seated/standing within the permitted encroachment area, bounded by perimeter fencing which shall completely enclose said encroachment area.
11. Location, Placement of Business Related Items: No permittee may place any items for sale or other equipment, tables or chairs on any portion of the public property other than that directly in front of his existing place of business without the written consent of adjacent landowners and businesses.
12. Obstructing Passageways: No permittee may block or restrict the passageway to less than six feet (6') in width, or block ingress or egress to or from any building. In areas of congested pedestrian activity, the Administrator is authorized to require a wider pedestrian path, as circumstances dictate. Also, no items or appurtenances shall be placed in a manner as to block any driveway, crosswalk, bus stop or counter service window. The physical elements or features located within the

encroachment area (e.g., awnings, umbrellas, canopies not attached to the building, plants, planters, etc.) shall not overhang the adjacent area set aside for the pedestrian passageway.

13. Physical or Visual Barriers: No permittee may place objects around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier, except perimeter fencing shall be required where alcoholic beverages are to be served.
  14. Fencing and Other Appurtenances; Compliance With Requirements: No permittee may use fencing, rails, tables, chairs, umbrellas, and any other appurtenances of such quality, design, materials and workmanship that have not been specified by the design guidelines, as well as this Code.
  15. Noise Control: No permittee may use or operate any loudspeaker, public address system, radio, sound amplifier or any other device in violation of the noise regulations contained in Title 5, Chapter 8 of this Code.
  16. Leaving Equipment, Furnishings on Street Overnight: No permittee may store or leave any equipment, or furniture, or other items or appurtenances overnight on any street or sidewalk, except for tables and chairs, which may be kept in the permitted encroachment area at the permittee's risk.
- G. Removal of Property: Tables, chairs and other appurtenances of the business may be removed by the Public Works Department, and a reasonable fee charged for labor, transportation and storage, should the permittee fail to remove the items within forty eight (48) hours of receipt of the Administrator's notice to do so for any reason provided for under this Chapter. The action shall become effective upon the receipt of such notice by certified mail.
- H. Suspension or Revocation of Permit; Notice:
1. Grounds for Suspension or Revocation: The Administrator or his designee may suspend or revoke a permit issued under this Chapter at any time for any business authorized in the City if it is found that:
    - a. Any required business or health permit, or license has been suspended, revoked or canceled.
    - b. The permittee does not have insurance in force which is correct and effective in the minimum amount as specified in this Chapter.
    - c. Conditions of pedestrian or vehicular traffic cause congestion, necessitating removal of the encroachment.

- d. Violations of this Chapter or breaches of conditions of this permit have occurred.
  - e. The permittee has failed to make modifications upon receipt of the Administrator's notice to make such modifications delivered in writing to the permittee.
  - f. There is a failure to maintain the primary food or beverage service use and the requisite licenses therefor.
2. Notice of Suspension or Revocation: Upon suspension or revocation, the Administrator shall give notice of such action to the permittee, in writing, stating the action which has been taken and the reason therefor. The action shall be effective upon the receipt of such notice by certified mail. The decision of the Administrator shall be final, unless appealed to the Mayor and Board of Commissioners in accordance with Section 3-3-12 of this Chapter.

Section XVIII: That Title 3, Chapter 3, Section 3-3-16 of the Enid Municipal Code, 2014, is hereby created to read as follows:

**3-3-16: MOBILE FOOD VENDORS:**

- A. Separate License Each Location; Eligibility:
  1. A mobile food vendor that has more than one (1) location shall have a separate license for each location.
  2. With the exception of growers who are selling only their own fruits and vegetables, applicants must have a valid license from the Oklahoma State Department of Health.
  3. Applicants and employees shall not have been convicted of any violent crime or a crime which requires sex offender registry.
- B. Application; Fee:
  1. Every application for a mobile food vendor license shall be in writing, signed and sworn to by the applicant, and shall be filed with the City Clerk. The application shall be on a form provided by the City Clerk and shall contain the following:
    - a. If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names,

telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.

- b. The names under which the applicant has engaged, does engage and proposes to engage in food service.
  - c. Proof that the food service establishment is licensed by the Oklahoma Department of Health.
  - d. Copy of Oklahoma sales tax permit.
2. Fee: Applications shall be accompanied by the appropriate fee, as set out in Section 2-6B-8A of the Enid Municipal Code.
- C. Types of Mobile Food Vendors; Additional Restrictions:
1. Seasonal Food Service Establishments:
    - a. Includes:
      - 1) Snow cone stands.
      - 2) Coffee/drink stands.
    - b. Geographical and other Restrictions.
      - 1) Authorized on private property in Commercial and Industrial Zones.
      - 2) Drive-thru/Drive-by service and seating are not authorized.
      - 3) Garbage receptacles shall be provided for customer use.
    - c. Plat Required; Contents: The application shall be accompanied by a plat or drawing of the proposed seasonal food service establishment showing:
      - 1) The anticipated duration.
      - 2) Its location and dimensions.
      - 3) The location and size of vehicle entrances and exits.
      - 4) The location and type of surface of parking.

- d. Issuance or Denial: Not later than thirty (30) days after the filing of a completed application, the applicant shall be notified by the Administrator of the decision on the issuance or denial of the permit.

2. Seasonal Fruit and Vegetable Stand:

- a. Includes:

- 1) Fruit and/or Vegetable Stands.
- 2) Farmer's Markets. Only one (1) license is required for a market. Individual sellers within the market are required to comply with applicable State law.

- b. Geographical and other Restrictions.

- 1) Authorized on private property in Agricultural, Commercial and Industrial Zones.
- 2) Drive-thru/Drive-by service and seating are not authorized.
- 3) Garbage receptacles shall be provided for customer use.

- c. Plat Required; Contents: The application shall be accompanied by a plat or drawing of the proposed seasonal fruit and vegetable stand showing:

- 1) Its location and dimensions.
- 2) The anticipated duration.
- 3) The location and size of vehicle entrances and exits.
- 4) The location and type of surface of parking.

- d. Issuance or Denial: Not later than thirty (30) days after the filing of a completed application, the applicant shall be notified by the Administrator of the decision on the issuance or denial of the permit.

3. Mobile Food Sales:

- a. Includes:

- 1) Mobile Food Service Establishments (Food Trucks).

- 2) Mobile Retail Food Service Establishments.
- 3) Pushcarts.
- 4) Pedal Carriers.
- 5) Temporary Stands.

b. Geographical and other Restrictions:

- 1) Authorized on private property in Commercial and Industrial Zones.
- 2) Licensee shall not sell within one hundred and fifty feet (150') of any public or private school during school hours or during school related events except when authorized in writing by said school.
- 3) Licensee shall not sell within one hundred and fifty feet (150') of the entrance to a stationary business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the licensee unless authorized in writing by said stationary business establishment.
- 4) Licensee shall not sell within one hundred and fifty feet (150') of a restaurant, café or other stationary eating establishment which is open for business unless authorized in writing by the stationary eating establishment.
- 5) Licensee shall not sell within one hundred and fifty feet (150') of a public park where a City authorized concession stand is located while the concession stand is open for business unless authorized in writing by the City.
- 6) Licensee shall not sell within one hundred and fifty feet (150') of a special event on public property unless licensee is taking part in the special event.
- 7) Drive-thru/Drive-by service and seating are not authorized.
- 8) Garbage receptacles shall be provided for customer use. Licensee shall be responsible for cleaning all of the public way surrounding the licensee's location of all debris, trash and litter generated by the vendor's activities at that location.

c. Motorized Vehicles:

- 1) Shall be enclosed with top and sides.
- 2) Interior walls, floor, ceiling and counters shall be of smooth, durable material, capable of withstanding repeated washing and scrubbing.
- 3) Shall be kept well painted, in good repair, and in good sanitary condition.
- 4) Shall not be used for any other purpose.

d. Special Events: Licensees taking part in a special event on public property must comply with the Special Event Ordinance, Title 1, Chapter 15 of this Code. No additional cost will be assessed.

4. Mobile Pre-Packaged Food Sales:

a. Includes:

- 1) Motorized Vehicles.
- 2) Trailers.
- 3) Pushcarts.
- 4) Pedal Carriers.
- 5) Temporary Stands.

b. Geographical and other Restrictions:

- 1) Authorized on private property in Agricultural, Commercial and Industrial Zones.
- 2) Authorized in Residential Zones between the hours of 8:00am and 8:00pm.
- 3) Licensee shall not sell within one hundred and fifty feet (150') of any public or private school during school hours or during school related events except when authorized in writing by said school.



- 4) Licensee shall not sell within one hundred and fifty feet (150') of the entrance to a stationary business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the licensee unless authorized in writing by said stationary business establishment.
- 5) Licensee shall not sell within one hundred and fifty feet (150') of a restaurant, café or other stationary eating establishment which is open for business unless authorized in writing by the stationary eating establishment.
- 6) Licensee shall not sell within one hundred and fifty feet (150') of a public park where a City authorized concession stand is located while the concession stand is open for business unless authorized in writing by the City.
- 7) Licensee shall not sell within one hundred and fifty feet (150') of a special event on public property unless licensee is taking part in the special event and holds a special event vendor permit.
- 8) Drive-thru/Drive-by service and seating are not authorized.
- 9) Garbage receptacles shall be provided for customer use. Licensee shall be responsible for cleaning all of the public way surrounding the licensee's location of all debris, trash and litter generated by the vendor's activities at that location.

c. Temporary Stops: Licensees may make temporary stops to sell food or beverages on the public right of way. Such stops shall last no longer than ten (10) minutes, shall not impede the normal flow of traffic and shall not constitute a traffic hazard. No customer shall be served on the street side of the vehicle.

d. Special Events: Licensees taking part in a special event on public property must comply with the Special Event Ordinance, Title 1, Chapter 15 of this Code. No additional cost will be assessed.

Section XIX: That Title 3, Chapter 3, Section 3-11-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-11-1: DEFINITIONS:**

As used in this Chapter, the following terms shall have the meanings ascribed to them in this Section:

**BUSINESS:** Means and includes every unit occupied for commercial or private business purposes by any person contained within any type of building or structure.

**REGISTERED SOLICITOR:** Means and includes any person who has obtained a valid certificate of registration as described in this Chapter. The certificate must be in the possession of the solicitor and/or on his or her person while engaged in soliciting.

**RESIDENCE:** Means and includes every living unit occupied for residential purposes by any one or more persons contained within any type of building or structure.

**SOLICITING:** Means and includes any one or more of the following activities:

- A. Seeking to obtain or sell orders for the purchase of goods, wares, merchandise or services of any kind, character or description whatsoever, for any kind of consideration whatsoever;
- B. Seeking to obtain prospective customers for the application for or purchase of insurance of any type, kind or character;
- C. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers or any other type of publication;
- D. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charity or association, organization, corporation or project;
- E. Selling or offering to sell any goods, wares, merchandise or services of any kind, character or description whatsoever, from any vehicle or conveyance;
- F. Selling or offering to sell any goods, wares, merchandise or services of any kind, character or description whatsoever, from a temporary indoor or outdoor location, occupied with or without permission from the owner, or by occupying a location on a street right of way.
- G. Soliciting shall not include:
  - 1. Participants in wholesale trade shows or conventions, trade fairs, or flea markets when the convention, trade fair or flea market is held indoors;
  - 2. Participants in residential garage sales;
  - 3. Any sale sponsored by a school or university which located within the corporate limits of Enid.

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

Section XXI: 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 XXII: 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 XXIII: Codification. This ordinance shall be codified as Title 2, Chapter 6, Article B, Section 2-6B-8; Title 3, Chapter 3, Sections 3-3-1 through 3-8-16; and Title 3, Chapter 11, Section 3-11-1 of the Enid Municipal Code, 2014.

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

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

8. 4.

**Meeting Date:** 04/07/2015

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

CONSIDER AND APPROVE AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-16, ENTITLED "SALVAGE YARD LICENSE" TO ADD IMPOUND LOTS; AMENDING TITLE 3, CHAPTER 10, SECTIONS 3-10-1 THROUGH 3-10-8 TO ADD DEFINITIONS FOR IMPOUND LOT AND IMPOUNDED VEHICLES AND TO REGULATE IMPOUND LOTS IN THE SAME MANNER AS SALVAGE YARDS; AMENDING TITLE 11, CHAPTER 8, ARTICLE B, SECTION 11-8B-4, TO ADD IMPOUND LOTS AS A USE BY REVIEW; AMENDING TITLE 11, CHAPTER 8, ARTICLE C, SECTION 11-8C-3 TO ADD IMPOUND LOTS AS A USE BY REVIEW.

**BACKGROUND:**

This ordinance was reviewed by the Commission at the March 3, 2015, Study Session. This ordinance adds impound lots to the ordinances currently regulating salvage yards and provides the same regulations for impound lots as now exist for salvage yards. Because this ordinance affects zoning, 11 O.S. § 43-104 requires a public hearing. Additionally, 11 O.S. § 43-104 provides an opportunity for written protest. Notice of the public hearing and protest period was published on March 16, 2015. The protest period ended April 3, 2015.

**RECOMMENDATION**

Approve Ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney

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**Attachments**

Impound Lots Ordinance

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-16, ENTITLED "SALVAGE YARD LICENSE" TO ADD IMPOUND LOTS; AMENDING TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS," CHAPTER 10, ENTITLED "SALVAGE YARDS," SECTIONS 3-10-1 THROUGH 3-10-8 TO ADD DEFINITIONS FOR IMPOUND LOT AND IMPOUNDED VEHICLES AND TO REGULATE IMPOUND LOTS IN THE SAME MANNER AS SALVAGE YARDS; AMENDING TITLE 11, ENTITLED "ZONING," CHAPTER 8, ENTITLED "INDUSTRIAL DISTRICTS," ARTICLE B, ENTITLED "I-2 INDUSTRIAL (LIGHT) DISTRICT," SECTION 11-8B-4, TO ADD IMPOUND LOT AS A USE BY REVIEW; AMENDING TITLE 11, ENTITLED "ZONING," CHAPTER 8, ENTITLED "INDUSTRIAL DISTRICTS," ARTICLE C, ENTITLED "I-3 INDUSTRIAL (HEAVY) DISTRICT," SECTION 11-8C-3, TO ADD IMPOUND LOT AS A USE BY REVIEW; 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 B, Section 2-6B-16 of the Enid Municipal Code, 2014, is hereby amended to read as follows: §

**2-6B-16: SALVAGE YARD/IMPOUND LOT LICENSE:**

- A. The fee required to license a Salvage Yard in section [3-10-2](#) of this code shall be one hundred dollars (\$100.00) per year. (1994 Code § 11.5-66)
- B. The fee required to license an Impound Lot in section 3-10-2 of this code shall be one hundred dollars (\$100.00) per year.

Section II: That Title 3, Chapter 10, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**Chapter 10  
SALVAGE YARDS AND IMPOUND LOTS**

Section III: That Title 3, Chapter 10, Section 3-10-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-10-1: DEFINITIONS:**

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

**IMPOUND LOT:** Any yard, premises, or tract of land upon which impounded vehicles are stored.

**IMPOUNDED VEHICLES:** Any vehicle which has been towed or otherwise moved to an Impound Lot.

**NONOPERATING VEHICLE:** Any vehicle the certificate of title to which has been cancelled, or which has been wholly or partially dismantled or is kept for the purpose of dismantling, selling, wrecking or using parts therefrom, or which is in such a condition that it will not operate and is not intended to be made operational as a motor vehicle.

**SALVAGE:** Any nonoperating motor vehicle or part thereof.

**SALVAGE YARD:** Any yard, premises, or tract of land in or upon which salvage is stored or maintained, for business or commercial use or in connection therewith. (1994 Code § 33-51)

Section IV: That Title 3, Chapter 10, Section 3-10-2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-10-2: LICENSE REQUIRED; FEE; COMPLIANCE:**

- A. License Required: No person shall operate or maintain a Salvage Yard or Impound Lot in the City without first obtaining a license therefor.
- B. Fee; Compliance: The license shall be issued upon payment of a fee in the amount provided in section [2-6B-16](#) of this code, and upon proper application being made showing compliance with this chapter and the zoning ordinances of the City. (1994 Code § 33-52)

Section V: That Title 3, Chapter 10, Section 3-10-3 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

### **3-10-3: LAYOUT PLAN:**

No person shall carry on, operate, own or maintain a Salvage Yard or Impound Lot unless there has been filed with, and approved by, the Code Administration Department a Salvage Yard or Impound Lot layout plan showing:

- A. The location and size of area involved.

- B. All improvements of surrounding property lying within three hundred feet (300') of the proposed Salvage Yard or Impound Lot.
- C. The location and type of screening.
- D. The location of storing area and sales office.
- E. The location of curb cuts on property.
- F. The general layout of access or fire roads within the Salvage Yard or Impound Lot. (1994 Code § 33-53)

Section VI: That Title 3, Chapter 10, Section 3-10-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-4: FENCES AND WALLS:**

No person shall carry on, operate, own, maintain, or conduct a Salvage Yard or an Impound Lot unless:

- A. Conditions and Requirements: The establishment is carried on, maintained or conducted entirely inside an enclosed building or buildings, or upon premises with a fence that is at least six feet (6') high, of solid wood, masonry or other opaque screening on the following sides or portions thereof:
  - 1. Any side which adjoins or abuts a street or property zoned for residential use. Property separated from the Salvage Yard or Impound Lot by only a street, alley, easement or public way shall be considered as abutting or adjoining said salvage yard.
  - 2. Any side to which there is an unrestricted view from any street.
  - 3. That portion of a side not abutting or adjoining a street which is within thirty feet (30') of any street, or property line abutting the street.
- B. Maintenance: Fences and walls shall be maintained in a neat, substantial, safe condition, without advertising thereon. (1994 Code § 33-54)

Section VII: That Title 3, Chapter 10, Section 3-10-5 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-5: GENERAL ARRANGEMENT:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless the salvage or impounded vehicles located in or on said premises shall be so



arranged that reasonable inspection or access on all parts of the premises can be had at any time by the proper fire, health, police and building officials. (1994 Code § 33-55)

Section VIII: That Title 3, Chapter 10, Section 3-10-6 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-6: SALES OFFICE:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless it is provided with a sales or office building on the property to be used in conjunction with the operation. (1994 Code § 33-56)

Section IX: That Title 3, Chapter 10, Section 3-10-7 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-7: RECEIVING YARD:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless it is provided with a receiving area for automobiles prior to storing, which shall be maintained in a minimum size of one thousand eight hundred (1,800) square feet per acre of Salvage Yard or Impound Lot. (1994 Code § 33-57)

Section X: That Title 3, Chapter 10, Section 3-10-8 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**3-10-8: DENSITY OF VEHICLES:**

No person shall carry on, operate, own, maintain or conduct a Salvage Yard or Impound Lot unless the density of motor vehicles on the premises shall not exceed one vehicle for each two hundred (200) square feet of land or floor area; provided, however, the owner of any Salvage Yard which has a greater density of vehicles thereon on July 1, 1973, shall not be required to move the same, but shall not be permitted, however, to place any more vehicles thereon until such time as it can be done without exceeding said density of one (1) vehicle per two hundred (200) square feet. (1994 Code § 33-58) The owner of any Impound Lot which has a greater density of vehicles thereon on April 1, 2015, shall not be required to move the same, but shall not be permitted, however, to place any more vehicles thereon until such time as it can be done without exceeding said density of one (1) vehicle per two hundred (200) square feet.

Section XI: That Title 11, Chapter 8, Article B, Section 11-8B-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**11-8B-4: USES BY REVIEW:**

"Adult entertainment use", as defined in section [11-1-7](#) of this title.

Salvage Yards, provided the property can be used in compliance with ordinances licensing Salvage Yards<sup>1</sup>.

Impound Lots, provided the property can be used in compliance with ordinances licensing Impound Lots.

Single-family dwelling or a mobile or manufactured home, provided the use meets the conditions for authorization as specified in section [11-14-1](#) of this title, and is consistent with the character of the surrounding property.

Any other similar business or service which is in keeping with the general description and meets the conditions of authorization as described in section [11-14-1](#) of this title. (Ord. 2004-12, 4-6-2004)

Section XII: That Title 11, Chapter 8, Article B, Section 11-8B-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**11-8C-3: DISTRICT USE REGULATIONS:**

Property and buildings in an I-3 heavy industrial district may be used for any use except the following:

- A. All residential uses except sleeping facilities required by night watchmen and caretakers employed upon the premises, except in accordance with section [11-8B-4](#) of this chapter.
- B. All uses not complying with these regulations or any other city, county, state or federal regulation or law.
- C. All of the following uses until they have been studied by the planning commission and have received the express approval of the board of city commissioners. The commission may require approval of the city or county health department, the state fire marshal and other state and county regulating agencies and may attach to the approval specific restrictions designed to protect the public welfare.

Acid manufacture.

Cement, lime, gypsum or plaster of paris manufacture.

Containers.

Explosives, manufacture or wholesale (liquid explosive) storage.

Gas manufacture.

Grain elevator and storage.

Petroleum or its products, refining of.

Temporary industrial work force housing.

Wholesale or bulk storage of gasoline, propane, butane or other petroleum.

- D. Salvage yards, unless authorized by review under [Title 3, Chapter 10](#) of this Code, as to property which can comply with the requirements of licensing ordinances for salvage yards.
- E. Impound lots, unless authorized by review under Title 3, Chapter 10 of this Code, as to property which can comply with the requirements of licensing ordinances for impound lots.
- F. "Adult entertainment use", as defined in section [11-1-7](#) of this title, except as provided for in section [11-14-1](#) of this title. (Ord. 2013-4, 2-5-2013)

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 2, Chapter 6, Article B, Section 2-6B-16; Title 3, Chapter 10, Sections 3-10-1 through 3-10-8; and Title 11, Chapter 8, Article B, Section 11-8B-4, of the Enid Municipal Code, 2014.

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

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

8. 5.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

**CONSIDER AND APPROVE AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, CHAPTER 6, ARTICLE C, SECTION 2-6C-4, TO INCREASE CERTAIN FEES AT THE MEADOWLAKE MUNICIPAL GOLF COURSE.**

**BACKGROUND:**

This ordinance was reviewed at the February 19, 2015, Study Session. This ordinance will increase green fees and cart fees, eliminate the surcharge membership category, and reduce the fees for unlimited memberships.

**RECOMMENDATION**

Approve ordinance.

**PRESENTER:**

Cody Lack, Meadowlake Golf Course Manager

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**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

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**Attachments**

Golf Rates Ordinance

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE C, ENTITLED "CITY SERVICES AND FACILITIES," SECTION 2-6C-4, ENTITLED "MEADOWLAKE GOLF COURSE, ADMISSION PRICES," TO INCREASE CERTAIN GREEN FEES AND CART FEES, REDUCE CERTAIN MEMBERSHIP FEES, AND INCREASE CERTAIN MEMBERSHIP FEES FOR ADDITIONAL HOUSEHOLD MEMBERS; 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 C, Section 2-6C-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**2-6C-4: MEADOWLAKE GOLF COURSE, ADMISSION PRICES:**

The following fees shall be charged for the services at Meadowlake Golf Course (such fees include state and local taxes):

- A. Green Fees: (All green fee charges are for 18 holes unless specified otherwise.)

	Price
Green fees:	
Monday through Friday	\$22.00
Saturday, Sunday and legal holidays	26.00
Twilight rate (shall apply 3 hours before sunset):	
Monday through Friday	11.50
Saturday, Sunday and legal holidays	12.75
Additional 18 hole round fee	10.25
Junior green fees (a junior is an individual age 17 or younger):	
Monday through Friday	6.25

	Saturday, Sunday and legal holidays	7.75
	Junior high golf team - no green fee per round Monday through Friday when accompanied by golf coach during golf season only - coaches will limit team members to 15 and provide list to pro shop	
	Senior high golf team - no green fees when accompanied by golf coach at Meadowlake, during golf season only, weekdays only	
	Competitive junior and senior high golf matches - no green fees	
Senior green fees (a senior is a person who has attained the age of 65 years):		
	Monday through Friday	16.75
	Seniors must pay regular green fees on Saturday, Sunday and legal holidays	
	Additional round fee for seniors	8.25
9 hole green fees:		
	Monday through Friday	12.50
	Monday through Friday (for seniors)	9.75
	Saturday, Sunday and legal holidays	14.75

B. Membership:

	Price
Membership fees: Annual Memberships from June 1st to May 31st every year.	
Single unlimited (covers green fees for 1 person for a 1 year period, without surcharges)	1,000.00
For each additional household member. To gain the advantage of the additional household member, you must be a spouse, a child 18 years of age or younger or be a student under the age of 21 living in the household.	500.00

Senior memberships (a senior is an individual who has or will reach the age of 65 or is older than 65 on or before July 1 of the year for which membership is sought):		
	Senior unlimited membership (covers green fees for 1 person for a 1 year period, without surcharges)	800.00
	For each additional household member. To gain the advantage of the additional household, you must be a spouse, a child 18 years of age or younger or be a student under the age of 21 living in the household.	400.00
Junior membership (a junior is an individual age 17 or younger on July 1 of the year for which membership is sought):		
	Juniors, play must occur Monday through Friday and weekends, after 3:00 P.M. (with \$2.00 surcharge for each round)	275.00
Corporate memberships: Corporate memberships are available at 20% off the regular membership rates		
City of Enid employee memberships:		
	City of Enid employee membership, unlimited (covers green fees for 1 city employee for 1 year, no surcharges)	400.00
	For each additional household member	200.00
Prorating of memberships: All prorating for regular or senior memberships will be done for first time members only; senior memberships may not be prorated from regular memberships.		

C. Golf Cart Fees:

	<b>Price</b>
<b>Golf cart fees, regular rates:</b>	
18 holes of golf, with 2 or more occupants	\$26.00
9 holes of golf, with 2 or more occupants	16.00



	18 holes of golf, 1 occupant	13.00
	9 holes of golf, 1 occupant	8.00
Golf cart fees, senior rates (a senior is an individual who has attained the age of 65 years) <sup>1</sup> :		
	18 holes of golf, with 2 or more occupants	21.50
	9 holes of golf, with 2 or more occupants	15.00
	18 holes of golf, 1 occupant	10.75
	9 holes of golf, 1 occupant	7.50

Note:

1. Senior rates are applicable to weekday play only. Seniors shall pay regular rates for weekends and holiday play.
- D. Locker Rental: Seventy dollar (\$70.00) fee for one year.
- E. Discounts: The golf professional at Meadowlake Golf Course may, with the approval of the City Manager or his designee, institute winter rates, run specials, offer coupons, and provide discounts on the fees charged at Meadowlake.
- F. Waiver of Fee: For good cause shown, the golf fees required in this section may be waived by the City Manager. (Ord. 2013-8, 2-21-2013)

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 C, Section 2-6C-4 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 7th day of April, 2015.

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

**City Commission Meeting**

8. 6.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

CONSIDER AND APPROVE AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, CHAPTER 11, TO ALLOW, AND PROVIDE A PROCEDURE FOR REQUESTS FOR THE INSTALLATION OF MUSICAL INSTRUMENTS ON CITY SIDEWALKS IN THE DOWNTOWN AREA.

**BACKGROUND:**

The concept of allowing the installation of musical instruments on downtown sidewalks was discussed at the March 3, 2015, Study Session. This ordinance incorporates musical instruments into the Arts in Public Places ordinance and allows the standing Visual Arts Commission to review plans and requests for the installation of musical instruments and make recommendations to the City Commission. The ordinance also provides standards which must be followed in the planning and installation.

**RECOMMENDATION**

Approve ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney

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**Attachments**

Art Ordinance

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ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 11, ENTITLED "ART IN PUBLIC PLACES," SECTION 7-11-1 THROUGH 7-11-14, TO RENAME THE VISUAL ARTS COMMISSION, PROVIDE A DEFINITION, CORRECT CAPITALIZATION THROUGHOUT, CLARIFY OPEN MEETINGS ACT AND STATUTORY REQUIREMENTS, CLARIFY ATTENDANCE REQUIREMENTS AND PROVIDE REQUIREMENTS FOR INSTALLATION OF WORKS OF ART ON SIDEWALKS AND RIGHTS OF WAY; 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 11, Section 7-11-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-1: PURPOSE:** The purpose of this Chapter is:

- A. To provide a means to fund the acquisition of works of art by the City, which art shall become the City's collection, to create an Arts Commission, to provide a means to select works of art for the collection, to provide for the display of the collection and to provide for the maintenance and repair of the works of art in the collection.
- B. To provide a means for each major City construction project to have an appropriate display of art integrated into the project, to provide for dedication of art, and to provide for administration of funds and to provide for ownership of artwork. (Ord. 2013-53, 12-3-2013)
- C. To provide a procedure by which works of art may be displayed on City sidewalks and rights of way.

Section II: That Title 7, Chapter 11, Section 7-11-2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-2: DEFINITIONS:**

For purposes of this Chapter the following words or phrases shall be defined as set out below:

**ARTS COMMISSION:** The Arts Commission created by Section 7-11-5 of this Chapter.

**ART IN PUBLIC PLACES:** Any work of art, as defined herein, displayed for two (2) weeks or more in an open City owned area, or the exterior of any City owned facility, inside any City owned facility and areas designated as public areas, or on noncity property if the work of art is installed or financed, either wholly or in part, with City funds or grants procured by the City.

**CITY CONSTRUCTION PROJECT:** All City buildings, gateways, parks, plazas, medians, roads, excluding road overlay projects, and other public areas except service facilities not normally visited by the public.

**CONSTRUCTION COSTS:** Any costs related to public work projects, such as the estimated construction costs of projects proposed for the capital improvement plan.

**CONSTRUCTION OR ALTERATION:** Construction, rehabilitation, renovation, remodeling or improvement as it relates to public works projects.

**FUND:** The Art in Public Places Fund established by this Chapter.

**MAJOR CITY CONSTRUCTION PROJECT:** A City construction project or City alteration project where the City's construction cost is two hundred fifty thousand dollars (\$250,000.00) or more.

**PARK:** Any greenbelt area acquired by the City of Enid or any public park acquired by the City of Enid.

**WORK OF ART:** Includes, but is not limited to, a sculpture, fountain, monument, mural, fresco, relief, painting, carving, stained glass installation and permanently installed musical instruments. Work of art would normally not include landscaping, paving, architectural ornamentation or signs. (Ord. 2013-53, 12-3-2013)

Section III: That Title 7, Chapter 11, Section 7-11-3 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-3: FUND ESTABLISHED:**

At the Mayor and Board of Commissioners' discretion an Art in Public Places Fund may be set up. Said fund may be credited with donations from individuals, corporations, civic clubs, City of Enid funds, grants or other charitable contributions, investment earnings, voluntary contributions from utility customers through the utility billing department, and such other funds as determined by the City Commission. Said funds shall be administered by the Arts Commission solely for purposes set out in this Chapter. Monies credited to such account shall be expended only in connection with acquisition of works of art, maintenance and repair of works of art and direct and indirect expenses of administration of this Chapter.

A. Art in Public Places Fund:

1. This Chapter Establishes the Fund: Monies received under this Chapter, grants, donations and other sources to be utilized for projects can be pooled for larger projects or designated to a specific project.
2. Funds Shall Accumulate: Unexpended funds received through donations shall be carried over and rebudgeted in the next fiscal year.

B. Eligible Expenditures:

1. Projects: All Arts Commission contracts shall require the artist to design, produce, deliver, and install a work of art for a guaranteed maximum cost. The cost may include the cost of the work itself and any associated costs which may be required or are inherently related to the implementation of the project. The following costs are eligible for fund monies included in the total Arts Commission contract:
  - a. The work of art itself, including, but not limited to: artists design fee, artists operating expenses related to the project, travel expenses related to the project, transportation of the work of art to the site, design, preparation and construction of the site, and installation of work of art, identification plaques and labels, mountings, anchorages, containments, pedestals, materials necessary for installation, location or security of artwork, photographs or slides of the completed work for the purpose of routine documentation of the project, permits or fees necessary for installation, and legal cost related to the project.
2. Selection, Acquisition And Maintenance: Fund monies are to be used for the selection, acquisition, maintenance of commission, purchase, or produced works of art or art spaces. The following are eligible expenses:
  - a. Administrative fees directly associated with the selection and acquisition of artwork, selection panel, honoraria and travel expenses, payment of proposal stipends to artists invited to submit maquettes for a project, and substantial structural repair, ongoing maintenance, and insurance for works of art. (Ord. 2013-53, 12-3-2013)

Section IV: That Title 7, Chapter 11, Section 7-11-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-4: ADMINISTRATION:**

At the Mayor and Board of Commissioners' discretion, the Arts Commission may be created to administer the provisions of this Chapter relating to acquisition of works of art and display. The Arts Commission shall submit to the City Commission, not later than March of each year, a report of its activities for the prior year. (Ord. 2013-53, 12-3-2013)

Section V: That Title 7, Chapter 11, Section 7-11-5 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-5: MEMBERSHIP OF THE VISUAL ARTS COMMISSION:**

A. Duties and Functions:

1. The duties and functions of the Arts Commission shall be to administer the provisions of this Chapter, to develop guidelines and standards for the selection, display, and maintenance of art for the City's collection and to acquire, by purchase or donation, works of art for the City's collection.
2. The Arts Commission shall hold one (1) regular meeting per quarter, to be determined by the Arts Commission annually. It will be a requirement of the Arts Commission to give notice, in writing, to the City Clerk no later than December 14 of each calendar year of the schedule showing the date, time and place of the regularly scheduled meetings for the following calendar year.

B. Members:

1. The Arts Commission shall consist of a total of seven (7) members; six (6) members to be appointed by the Mayor and Board of Commissioners and at least one (1) member to be a member of the City Commission.
  - a. Three (3) additional advisory members may be appointed by the Mayor and Board of Commissioners to serve as ex officio members without voting privilege, one (1) advisory member may be an Enid youth. Advisory members can be members of the art community or have a special interest in the arts and serving on this commission.
2. The term for each Arts Commission member shall be for three (3) years. Any person who has served two (2) full consecutive terms on the Arts Commission shall not be eligible for consecutive reappointment to the Visual Arts Commission. A partial term shall not count toward the term limit.
3. Whenever a vacancy shall occur, either by death, resignation, removal, change of residency, impending expiration of term or for any other cause,

the City Commission shall appoint a person to fill the remainder of the unexpired term.

4. The effective operation of a board depends upon regular attendance of the members at meetings. As a result, a member who misses more than half of all of the meetings held in any four (4) month period will forfeit membership on the Visual Arts Commission immediately.
5. Special meetings shall be held upon the call of the Chairperson or Vice Chairperson or upon written request of three (3) members of the Arts Commission. Notice shall be in compliance with Oklahoma Open Meeting Act.
6. All meetings of the Arts Commission shall be conducted in accordance with the provisions of Oklahoma Open Meetings Act.
7. The quorum for the conduct of business at any meeting shall be the majority of all the members of the Arts Commission. No action shall be taken in the absence of a quorum, except to adjourn the meeting to a subsequent date. The Arts Commission shall consider all matters properly brought before it as set forth on the agenda.
8. In all matters coming before the Arts Commission, the affirmative vote of a majority of those present and voting shall be the action of the Arts Commission, provided that a quorum is present, except that the following actions shall require the affirmative vote of five (5) members of the Arts Commission: expenditures of funds; acceptance of gifts and determination of the terms and conditions of acceptance thereof; place of display and removal of works of art; and amendment of the bylaws. Ex officio members shall not be entitled to vote.
9. In the event any member shall have a personal interest of any kind in a matter then before the Arts Commission, they shall disclose their interest to the Arts Commission. The City Attorney shall advise on any conflicts of interest and the City Attorney's opinion shall be final.
10. The agenda for regular meetings will be prepared by the Chairperson of Arts Commission. The agenda must be sent to the City Clerk for review and posting no later than forty-eight (48) hours in advance of the meeting, after which time no changes to the agenda shall be authorized.
11. Generally, meetings can be conducted in any manner that assures an orderly and focused discussion, and facilitates the input of all members of the Arts Commission. When necessary, in order to effectively conduct business, as determined by a majority of those present, "Robert's Rules of Order" shall be in effect.



12. Members of the Arts Commission must reside within or have substantial ties within the city limits of the City, whether as a resident or a business owner, or, where the City Commission determines that the duties and functions of a board of the Arts Commission impact, or are likely to impact, areas beyond the city limits, such person resides within or has substantial ties to the affected area.
13. The Chairperson, with the concurrence of the Arts Commission, may establish such committees as may be necessary for the conduct of the business of this Arts Commission. The Chairperson shall appoint the members of such committees.
14. All members of the Arts Commission shall be entitled to attend meetings of committees of the Arts Commission and all such committee meetings shall be held in compliance with the Oklahoma Open Meetings Act.
15. The bylaws may be amended at any regular meeting of the Arts Commission, provided that the proposed amendment has been introduced at a prior regular meeting of the Arts Commission. Amendment of the bylaws shall require the affirmative vote of five (5) of the members of the Arts Commission. (Ord. 2013-53, 12-3-2013)

Section VI: That Title 7, Chapter 11, Section 7-11-6 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-6: GUIDELINES:**

- A. The Arts Commission shall adopt guidelines in accordance with the collection policy:
  1. To identify suitable art objects for City buildings;
  2. To facilitate the preservation of art objects and artifacts that may be displayed in public places;
  3. To prescribe a method or methods for competitive selection of art objects for display;
  4. To prescribe procedures for the selection, acquisition and display of art in public places; and
  5. To set forth any other matter appropriate to the administration of this Chapter. (Ord. 2013-53, 12-3-2013)

Section VII: That Title 7, Chapter 11, Section 7-11-7 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-7: POLICIES AND PROCEDURES FOR PROCESSING ARTWORK PURCHASES:**

A. The application for artwork must be completed with the following information attached and given to Chairperson prior to being considered as an agenda item:

1. Biography of artist;
2. Photograph or sketch of artwork with the total cost of the artwork;
3. Detailed description of location of artwork placement;
4. A contract for commissioned artwork must accompany application;
5. Matching funds ( $\frac{1}{2}$  of total amount);
6. Two (2) invoices (1 for half upon order and another invoice for the remaining balance upon delivery);
7. Proposed signage for the monument (if applicable);

These items are then to be placed on the agenda for the next regular meeting for discussion and action.

B. Once all documentation has been received the item will be placed on the agenda for review. The Arts Commission committee will review the application; if the committee recommends approval for the purchase of the artwork, then the item will be forwarded to the Mayor and Board of Commissioners for final approval.

C. The Arts Commission Chairperson will give the staff liaison all documentation and the Arts Commission recommendation to take to the Mayor and Board of Commissioners for final review and approval. If the Mayor and Board of Commissioners approves of the purchase of the artwork, then the following procedure is to be followed:

1. Check from partner for one-half ( $\frac{1}{2}$ ) purchase price shall be given to the City liaison at the meeting who will, in turn, give to the purchasing agent for deposit.
2. A purchase order will be made for the total price of the artwork, with the notation that one-half ( $\frac{1}{2}$ ) of purchase price will be paid when the invoice is received. Balance of payment to be paid on delivery of artwork.

3. The artist is notified and a copy of the purchase order is sent with the request for an invoice for the total price, showing one-half ( $\frac{1}{2}$ ) payment will be paid on receipt of invoice and the remaining upon delivery.
4. Upon receipt of the total price of the artwork, the City liaison, will request a check for one-half ( $\frac{1}{2}$ ) of the total price. Net thirty (30) days by terms for payment in accordance with the City of Enid purchasing procedures. Check will be mailed from the purchasing department once processed.
5. Artwork will be delivered to the City of Enid Service Center at 1500 W. Poplar. Upon delivery of artwork, park staff will notify the City liaison. Artwork will be inspected so final payment can be made. If accepted, the City liaison will request final payment. Net thirty (30) days by terms for payment in accordance with the City of Enid purchasing procedures. Check will be mailed from the Purchasing Department once processed.
6. Artwork is now added to the master list maintained by the City Manager or his designee and put on the Parks Department cleaning schedule. (Ord. 2013-53, 12-3-2013)

Section VIII: That Title 7, Chapter 11, Section 7-11-8 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-8: SELECTION AND DISPLAY STANDARDS:**

- A. In performing its duties with respect to art in public places, the Arts Commission shall give special attention to the following matters:
  1. Conceptual compatibility of the design with the immediate environment of the site;
  2. Appropriateness of the design to the function of the site;
  3. Compatibility of the design and location with a unified design character or historical character of the site;
  4. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
  5. Preservation and integration of natural features for the project;
  6. Appropriateness of the materials, textures, colors and design to the expression of the design concept; and
  7. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to ensure a variety

of style, design and media throughout the community. (Ord. 2013-53, 12-3-2013)

Section IX: That Title 7, Chapter 11, Section 7-11-9 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-9: DISPLAY OF ART IN PUBLIC PLACES:**

- A. Works of art selected and implemented pursuant to the provisions of this Chapter may be placed in, on or about any public place or, by agreement with the owner thereof, any private property with substantial public exposure in and around the City of Enid. Works of art owned by the City may also be loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the City Commission. City officials responsible for the design and construction of public improvements in the City shall make appropriate space available for the placement of works of art, in consultation with the Arts Commission. The Arts Commission shall advise the City Manager of the Arts Commission's decision regarding the design, execution and placement of work(s) of art in connection with such project. For any proposed work of art requiring an extraordinary operation or maintenance expenses, the Arts Commission shall obtain prior written approval of the City Manager before approving the same.
- B. All art in public places shall receive the prior review and approval of the Arts Commission. None shall be removed, altered or changed without the prior review of the Arts Commission and the approval of the City Council.
- C. It is anticipated that the Arts Commission will receive requests to fund portions of public art projects from schools, civic clubs, businesses or individuals. On such occasions funds from the Art in Public Places Fund may be used to fund up to fifty percent (50%) of art in public places directly financed by such group and individuals and placed on privately owned land. The criteria for participating in such ventures shall be the same as for art in public places funded wholly by the fund. Where the Arts Commission has approved a private donation or private property purchase the Arts Commission may contribute up to one-half ( $\frac{1}{2}$ ) of the cost of the piece of art not to exceed thirty thousand dollars (\$30,000.00) toward purchase of said art work.
  1. No work of art financed or installed either wholly or in part from the Arts in Public Places Fund shall be installed on privately owned property without a written agreement between the Arts Commission, acting on behalf of the City, and the property owner, specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the City Attorney, including maintenance and ownership of the art being titled to the City of Enid. In addition, such written agreements shall specify that the private property owner shall assure:

- a. That the installation of the work of art will be done in a manner which will protect the work of art and the public;
  - b. That the work of art will be maintained in good condition; and
  - c. That insurance and indemnification will be provided as is appropriate.
- D. Installation, maintenance, alteration, refinishing and moving of art in public places shall be done in consultation with the artist whenever feasible.
- E. The City Manager or his designee shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists, and names of architects whenever feasible, and said records shall be housed by and maintained by the City of Enid. The Chairman of the commission shall attempt to give appropriate recognition to the artists and publicity and promotion regarding art in public places. (Ord. 2013-53, 12-3-2013)

Section X: That Title 7, Chapter 11, Section 7-11-10 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-10: DEDICATION FOR ART:**

At the City Commission's discretion, up to one percent (1%) of the construction cost of a major City construction project may be set aside for the inclusion of public art. Of the one percent (1%), eighty five percent (85%) of said sum may be used for acquisition of public art, thirteen percent (13%) may be placed in a revolving fund for maintenance, repair and installation and two percent (2%) may be used for administration of projects established under this Code. The art shall be displayed in, upon, adjacent to or in close proximity to the City facility that is the subject of the project. If it would be inappropriate to display art at that location, the one percent (1%) may be used for the acquisition of art for the display in, upon, adjacent to or in close proximity to other City projects. The cost of the public art shall include the administrative costs in implementing this Chapter. (Ord. 2013-53, 12-3-2013)

Section XI: That Title 7, Chapter 11, Section 7-11-11 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-11: ADMINISTRATION, INSTALLATION, MAINTENANCE AND REPAIR:**

- A. The Arts Commission shall develop methods of selection of artists, criteria for selection, final recommendation of site projects, maintenance and repair works of art, and periodic evaluation of the program.
- B. Funds budgeted for public art pursuant to this Chapter may be used for acquisitions, installation, maintenance, repair and administration of this program.

Funds may be outlined in the percentages set out in Section [7-11-10](#) of this Chapter, or at the City Commission's discretion. These funds and this program shall be reviewed by the Arts Commission and art selection shall be reviewed by the visual arts commission, pursuant to guidelines adopted by the visual arts commission. Final determination of use of funds and art selection shall be the discretion of the City Commission. (Ord. 2013-53, 12-3-2013)

Section XII: That Title 7, Chapter 11, Section 7-11-12 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-12: OWNERSHIP:**

All art acquired pursuant to this Chapter shall be acquired in the name of the City of Enid and shall vest in the City of Enid. (Ord. 2013-53, 12-3-2013)

Section XIII: That Title 7, Chapter 11, Section 7-11-13 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-13: WORKS OF ART ON CITY SIDEWALKS AND RIGHTS OF WAY:**

Works of art may be installed on City owned sidewalks only where permitted in advance and when the following criteria are met.

- A. Permit application must be made to the Code Administration Department. Such application shall include, but not be limited to, the following information:
1. Name, home and business address and telephone number of the applicant and the name and address of the business.
  2. Proof of current liability insurance, issued by an insurance company licensed to do business in the State of Oklahoma, protecting the owner against all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the City of Enid as additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days' advance written notice to the City. The general liability insurance policy shall be in the minimum aggregate amount of five hundred thousand dollars (\$500,000.00) total limits. The policy renewal shall be received by the City annually.
  3. A sketch, to scale, of the proposed location, showing the layout and dimensions of the existing public area and adjacent private property, including all appurtenances.
  4. Photographs, drawings or manufacturers' brochures fully describing the appearance of the proposed work of art.

- B. No permittee may block or restrict the passageway to less than six feet (6') in width, or block ingress or egress to or from any building. No work of art shall be placed in a manner as to block any driveway, crosswalk, parking space or bus stop.
- C. No permittee may place objects around the perimeter of the area which would act as a physical or visual barrier.
- D. No permittee may use, operate, or allow to be used or operated, any loud speaker, public address system, radio, sound amplifier or other device in violation of the noise regulations contained in Title 5, Chapter 8 of this Code.
- E. The area in which the work of art is installed must comply with the American's with Disabilities Act (ADA), the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) or regulations promulgated by the Department of Justice for ramps.

Section XIV: That Title 7, Chapter 11, Section 7-11-14 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**7-11-14: CITY COMMISSION REVIEW:**

The Mayor and Board of Commissioners as needed shall review the provisions of this Chapter to determine if the financial conditions of the City necessitate a revision or elimination of the public art requirement for major City construction projects. (Ord. 2013-53, 12-3-2013)

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

Section XVI: 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 XVII: 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 XVIII: Codification. This ordinance shall be codified as Title 7, Chapter 11, Section 7-11-1 through 7-11-14 of the Enid Municipal Code, 2014.

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

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

DRAFT



**City Commission Meeting**

9. 1.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

**ACCEPT THE PROJECT WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2014 SANITARY SEWER VIDEO INSPECTION PROJECT, PROJECT NO. S-1402B.**

**BACKGROUND:**

This project provided for television inspection of approximately 73,000 linear feet of sanitary sewer lines, which identified defective lines for potential point repairs. Sanitary sewer line inspection is a requirement under the City of Enid's permit with Oklahoma Department of Environmental Quality. The inspection identified 65 priority repairs to be addressed in future repair contracts.

The contractor has completed all work and the project is presented for acceptance. The total contract amount is \$258,431.00. There is a three-year Maintenance Bond on this project.

**RECOMMENDATION**

Accept project.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$300,000.00

**Funding Source:**

Capital Improvement Fund.

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**City Commission Meeting**

9. 2.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

**ACCEPT THE PROJECT WITH DUKE'S ROOT CONTROL, INC., SYRACUSE, NEW YORK, ON THE 2014 SANITARY SEWER CHEMICAL ROOT CONTROL PROJECT, PROJECT NO. S-1402C.**

**BACKGROUND:**

This project provides for chemically treating sanitary sewer lines to eliminate root intrusion to avoid damage and blockage.

Change Order No. 1, approved on December 2, 2014, increased the contract in the amount of \$125,000.00 to continue the work based on unit prices. The final contract amount is \$193,949.36.

The contractor has completed all work of treating 145,979 linear feet of sanitary sewer lines and the project is presented for acceptance. There is a three-year Maintenance Bond on this project.

**RECOMMENDATION**

Accept Project

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$300,000.00

**Funding Source:**

Capital Improvement Fund.

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**City Commission Meeting**

9. 3.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

**ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATER LINE FOR LOVE'S TRAVEL STOP, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. W-1506.**

**BACKGROUND:**

ODEQ has approved a permit to construct 2,744 linear feet of 18-inch PVC, 403 linear feet of 22-inch HDPE and 1,017 linear feet of six-inch PVC potable water line with all appurtenances to serve the Love's Travel Stop, Garfield County, Oklahoma. Upon required acceptance of Permit No. WL000024150029 by the Commission, it will be recorded as a permanent record.

**RECOMMENDATION**

Accept ODEQ Permit.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**City Commission Meeting**

9. 4.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

**ACCEPT OKLAHOMA WATER RESOURCES BOARD (OWRB) GROUNDWATER PERMITS FOR THE CITY OF ENID.**

**BACKGROUND:**

OWRB has recently approved the following permits for the use of ground water for municipal use:

Permit #	Area (Ac)	Qty(Ac-ft)	Type	Land Owner
2014-618	240	4,480	Lease	Daryl DeHaas
2014-619	160	320	Lease	Justin DeHaas
2014-620	393	786	City-owned	Brad Detrick

All located are in Major County, Oklahoma and allow for adding new water wells in the Cleo Springs Well field.

Upon acceptance of these Permits by the Commission, they will be recorded as permanent record.

**RECOMMENDATION**

Accept OWRB Permits.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** n/a

**Funding Source:**

Water Capital Improvement Fund.

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**City Commission Meeting**

9. 5.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

**ACCEPT A 0.57 ACRE PUBLIC UTILITY AND ACCESS EASEMENT FROM HAL OBERLENDER, PROJECT NO. W-0906.**

**BACKGROUND:**

This item will accept a 0.57 acre tract of land for the re-drilling of an exiting production well and well house in the Section 26, Township 23 North, Range 7 West of the I.M., Garfield County, Oklahoma, Enid well field. Re-drill wells must be off-set from the original well location and require new access easements.

**RECOMMENDATION**

Accept Utility Easement.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** n/a

**Funding Source:**

Water Capital Improvement Fund.

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**City Commission Meeting**

9. 6.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

**ACCEPT A TEN (10) FOOT WIDE UTILITY EASEMENT AT THE ENID FIRE STATION NO. 4 FOR THE PURPOSE OF INSTALLING UTILITY SERVICE , PROJECT NO. M-1408A.**

**BACKGROUND:**

This item will create a public utility easement covering a 10-foot wide tract of land on the north boundary of the City of Enid Fire Station No. 4 property. The legal description is the part of the Northeast Quarter Section Fourteen (14), Township Twenty-Two (22) North, Range Seven (7) West, Indian Meridian, Enid, Garfield County, Oklahoma.

**RECOMMENDATION**

Accept Public Utility Easement.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

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**City Commission Meeting**

9. 7.

**Meeting Date:** 04/07/2015

**Submitted By:** Krista Beasley, Executive Assistant

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**SUBJECT:**

ACCEPT A DRAINAGE EASEMENT AND A PUBLIC HIGHWAY DEDICATION DEED FROM 42 REAL ESTATE, LP, A TEXAS LIMITED PARTNERSHIP, ENID, OKLAHOMA, FOR DEVELOPMENT AT THE CORNER OF 54TH STREET AND OWEN K. GARRIOTT ROAD.

**BACKGROUND:**

This item accepts a Drainage Easement and Public Highway Dedication Deed to allow for site improvements and future road improvements at 54th Street and Owen K. Garriott Road. These items are necessary to accommodate development of the new Fed-Ex site and are provided to the City at no cost as a requirement of the Fed-Ex Ground Relocation site plan.

**RECOMMENDATION**

Accept Drainage Easement and Public Highway Dedication Deed.

**PRESENTER:**

Robert Hitt, City Engineer.

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**City Commission Meeting**

9. 8.

**Meeting Date:** 04/07/2015

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**AWARD AN AGRICULTURAL LEASE FOR PROPERTY LOCATED AT THE CITY OF ENID'S WATER RECLAMATION FACILITY TO JANTZ FARMS, ENID, OKLAHOMA.**

**BACKGROUND:**

A request for proposals (RFP) was published for an agricultural lease on a portion of the property located at the Water Reclamation Facility. Bidders were given the option to cultivate crops at their discretion, or graze livestock on the property at no liability to the City. The lease will commence on or about July 1, 2015 after the current crop is harvested, and will automatically renew on July 1st of each consecutive year for four (4) additional years. Two (2) proposals were received and opened on March 20, 2015. Mr. James Jantz from Jantz Farms submitted the best bid at \$7,350.00 cash rent per year.

**RECOMMENDATION**

Award agricultural lease to Jantz Farms.

**PRESENTER:**

Linda Parks, City Clerk.

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**Attachments**

Bid Tabulation

Agricultural Lease

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**BIDS OPENED MARCH 20, 2015**

**AGRICULTURAL LEASE**

**James Jantz  
Jantz Farms  
42nd Street & Rupe Avenue  
Enid, OK 73701**

**\$7,350.00 Cash Rent/Year**

**Rodney Timm  
6203 Breckinridge Road  
Enid, OK 73701**

**\$6,955.00/Year**

**CITY OF ENID**  
**AGRICULTURAL LEASE**

This Lease Agreement, hereinafter referred to as "Lease," is made on this 7th day of April, 2015, by and between the City of Enid, Oklahoma, a Municipal Corporation, hereinafter referred to as "Lessor" and James Donald Jantz, an Individual, d/b/a Jantz Farms hereinafter referred to as the "Lessee."

1. Leased Premises. The Lessor does hereby lease unto the Lessee, subject to the terms and conditions herein set forth, a tract of land owned by the City of Enid, as shown on the attached Exhibit "A." Additionally, a tract of land owned by the City of Enid, as shown on Exhibit "B," is temporarily reserved to the Lessor and will be released to Lessee upon completion of a construction project planned for Summer 2015. Together, the tracts of land shown on Exhibits "A" and "B" are hereinafter referred to as the "Leased Premises."
2. Term. The Term of this Lease shall commence on the 1st day of July, 2015, and shall expire on the 30th day of June, 2016. The Term shall automatically renew on July 1 annually for four (4) years unless either party notifies the other of intent to terminate or to allow the Lease to expire. Either party may terminate this Lease at any time upon ninety (90) days written notice to the other party.
3. Rent. Lessee shall pay the Lessor rent in the amount of seven thousand three hundred fifty dollars (\$7,350.00) annually, due and payable on the first (1st) day of the Term and annually thereafter. Alternatively, rent may be paid on a monthly basis, in advance, in the amount of six hundred twelve dollars and fifty cents (\$612.50).
  - a. An additionally fee of twenty-five dollars (\$25.00) for returned checks shall be assessed.
  - d. If rent is not received in full by the 10th (10th) day after the day upon which it is due, a late fee of sixty dollars (\$60.00) shall be assessed. If rent is delinquent by twenty (20) days or more, this Lease shall automatically, and without further notice, terminate. This subparagraph is not subject to the notice requirement in the Default provisions outlined in Paragraph 10.
4. Use of Leased Premises. The Leased Premises shall be maintained and used solely for farming crops. No improvements shall be placed upon, or removed from, the Leased Premises without the written consent of the Lessor.
5. Rights and Obligations of Lessee. The Lessee shall:
  - a. Have the right to enter the Leased Premises for any purpose that is related to the agricultural activities taking place thereon.
  - b. Have the right to cultivate and grow approved crops on the Leased Premises only during the Term of this Lease.

- c. Remove equipment and personnel immediately when notified by Lessor that activity must cease due to safety concerns.
  - d. Conduct the farming operation in such a manner as to not interfere with the use of the adjoining land or impose a hazard in any manner whatsoever.
  - e. Carry and maintain a minimum of Five Hundred Thousand Dollars (\$500,000.00) in Public Liability Insurance that lists the City of Enid as additionally insured or co-insured. A certificate of said insurance shall be on file in the City Clerk's office prior to Lessee taking possession of the Leased Premises. Lessee shall provide an updated certificate to the City Clerk annually and give Lessor thirty (30) days notice of any proposed change in insurance during the pendency of this Lease.
  - f. Be responsible for maintaining and/or repairing any fencing on the Leased Premises if the fencing is damaged by the negligent act or omission of Lessee.
  - g. Give Lessor a first security interest in and to all crops grown on the Leased Premises for the entire Term of the Lease.
  - h. Carry and maintain crop insurance, if such insurance is desired.
6. Lessor's Reservation of Rights. The Lessor reserves the right to sell the Leased Premises, or any part thereof, or to convey any easements or other interests therein or thereon, during the Term of this Lease. Should the Lessor exercise its rights under this provision so as to prevent Lessee from cultivating the Leased Premises, the Lessee shall have not have a duty to cultivate and grow crops on said part or portion of the Leased Premises. Further, Lessor shall not sell, lease or otherwise use part or portion of the Leased Premises so long as any crop is on the Leased Premises, unless the Lessor pays Lessee the fair market value of the crops.
7. Regulations. The Lessee agrees to abide by any agricultural regulation and all other applicable laws, rules and regulations that may now exist or may hereafter be promulgated.
8. Liability. It is understood that in no event shall the Lessor be responsible or liable for damage to crops or any other property damages or injury to Lessee or any of his employees or agents except as explicitly provided herein. The Lessee hereby assumes responsibility for any liability incurred to third parties because of the use of the Leased Premises. The Lessee hereby assumes responsibility for any damage to the Leased Premises caused by acts or omission of Lessee and agrees to remedy any damages done to the Leased Premises.
9. Non-Discrimination. The Lessee for itself, its successors in interest and assigns as a part of the consideration hereof, and the Lessor, do hereby covenant that no person on the

grounds of race, color, religion, handicap or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, that in the construction of any improvements on, over or under such land and furnishing of service thereon, no person on the ground of race, color, sex, age, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination. That in the event of breach of any of the above non-discrimination covenants, the Lessor shall have the right to terminate this Lease and to re-enter and re-possess said land and facilities thereon and hold the same as if said Lease had never issued.

10. Default and Remedies. With respect to either party, it shall be an event of default hereunder if either party shall fail to keep, observe, or perform any material term or provision of this Lease by it and such default shall continue for a period of thirty (30) days after written notice thereof to the other party.
  - a. If any event of default by either party shall occur and be continuing, either party, may, in addition to any other remedies available to it on account of such event of default, forthwith terminate this Lease.
  - b. If either party hereto brings an action because of any event of default, the non-prevailing party agrees to pay all costs and reasonable attorney's fees incurred by the prevailing party in connection with such action.
  - c. No right or remedy herein conferred upon or reserved to either of the parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of either party hereto to insist at any time upon the strict observance or performance of any of the provisions of this Lease or to exercise any right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.
11. Interpretation of Law. This Lease 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 Lease may be brought against any of the parties in the Courts 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. Peaceful Possession Upon Termination. At the end of this Lease, or sooner termination thereof, Lessee shall give peaceful possession of the Leased Premises to Lessor, in as good condition as on the date of this Lease Agreement, the usual wear and tear excepted.
14. General Right of Entry. Lessor and its agents shall have the general right as landlord to enter upon the Leased Premises at all reasonable times to examine the condition and use thereof by Lessee.
15. Assignment. This Lease shall not be assigned or sublet in whole or in part without the prior written consent of the Lessor.
16. Notices. Any notice required to be given hereunder may be given personally or by mail, and if given by mail, shall be deemed to have been given on the date mailed and shall be addressed to:

Lessor:

City of Enid  
P.O. Box 1768  
Enid, Oklahoma 73702

Lessee:

James D. Jantz d/b/a Jantz Farms  
510 Ridgewood  
Enid, OK 73701

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

17. Severability. If any one or more sections, sentences, clauses, or parts of this Lease shall, for any reason, be held invalid, this invalidity of such sections, sentences for clauses or part shall not affect or prejudice in any way the applicability and validity of any other provision of this Lease.
18. Construction. Captions and other headings contained in this Lease are for reference and identification purposes only and do not alter, modify, amend, limit or restrict the contractual obligations of the parties.
19. Integration and Amendments. This Lease 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 Lease and which specifically references this Lease. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Lease. 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 Lease. Any amendment to this Lease shall be attached to this Lease and all the terms in this Lease not addressed in the amendment shall remain in full force and effect.
20. Governmental Tort Claims Act. By entering into this Lease, Lessor and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be

provided for by law. No provision of this Lease modifies and/or waives any provision of the Governmental Tort Claims Act.

IN WITNESS WHEREOF, the parties have hereunto have executed and delivered this Lease Agreement as of the day and year last written below.

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

“Lessor”  
The City of Enid,  
an Oklahoma Municipal Corporation

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda S. Parks, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

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

“Lessee”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
James Donald Jantz, an Individual,  
d/b/a Jantz Farms

**ACKNOWLEDGMENT**

State of Oklahoma            )  
  ) ss:  
County of Garfield            )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared before me James Donald Jantz, to me known or proved on the basis of sufficient identification to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

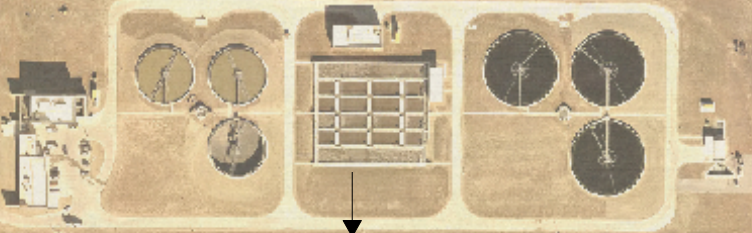
\_\_\_\_\_  
Notary Public

(SEAL)

Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# Exhibit "A"



50' from fence line

541'

808'

Lease Area

107.57 acre

42nd St

33' R/W

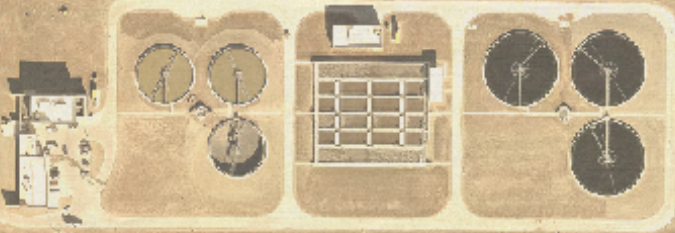
33' R/W

Rupe Ave





# Exhibit "B"



50'



42nd St

Rupe Ave

**City Commission Meeting**

9. 9.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,919,563.05.

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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## PURCHASE ORDER CLAIMS LIST

4/7/2015

**FUND 10**    **DEPT 000 - N.A.**

01-01472	STAPLES ADVANTAGE	PO0127186	TISSUE/RUBBERBANDS/STICKY NOTES/ST	\$43.52
01-02082	AT&T MOBILITY	PO0127178	MONTHLY SERVICE 2/15	\$5,308.79
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0127273	MONTHLY SERVICE 2/15	\$3,187.37
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0127433	MONTHLY SERVICE 2/15	\$720.24
01-04687	EARNHEART OIL, INC.	PO0127268	DIESEL/ST	\$13,061.08
01-04715	TINA WEDEL	PO0127175	REFUND PARK DEPOSIT	\$75.00
01-04716	KARLA ORTIZ	PO0127176	REFUND PARK DEPOSIT	\$100.00
01-04722	JOSEFINA CAMARENA	PO0127351	REFUND PARK DEPOSIT	\$125.00
01-04723	JAVIER CHAVEZ	PO0127357	REFUND PARK DEPOSIT	\$150.00
01-04725	CRISTINA GARCIA	PO0127362	REFUND PARK DEPOSIT	\$150.00
01-04729	DIEDRICH, MICHAEL	PO0127409	REIMB/ADOPTION FEE	\$100.00
01-04730	FERNANDO, SEAN	PO0127410	REIMB/SPAY/NEUTER	\$127.00
01-05041	ENID PET HOSPITAL	PO0127228	REIMB/SPAY/NEUTER	\$133.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0127343	UNLEADED/ST	\$14,095.61
01-15125	OK GAS & ELECTRIC	PO0127297	MONTHLY SERVICE 2/15	\$1,101.24
01-15125	OK GAS & ELECTRIC	PO0127432	MONTHLY SERVICE 3/15	\$53,053.82
01-15125	OK GAS & ELECTRIC	PO0127459	MONTHLY SERVICE 3/15	\$514.94
01-15127	OK NATURAL GAS	PO0127255	MONTHLY SERVICE 3/15	\$1,195.90
01-15127	OK NATURAL GAS	PO0127439	MONTHLY SERVICE 3/15	\$3,920.62
01-15127	OK NATURAL GAS	PO0127444	MONTHLY SERVICE 3/15	\$2,452.70
01-19047	AT & T	PO0127274	MONTHLY SERVICE 3/15	\$13,170.56
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0127224	REIMB/SPAY/NEUTER	\$85.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0127464	ANIMAL NEGLECT CARE	\$582.34
01-33090	CAT CLINIC, INC.	PO0127226	REIMB/SPAY/NEUTER	\$210.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0127223	REIMB/SPAY/NEUTER	\$205.00
01-77580	FAIRVIEW ANIMAL CLINIC	PO0127227	REIMB/SPAY/NEUTER	\$100.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0127259	OIL/ST	\$1,558.67
			<b>N.A. TOTAL</b>	<b>\$115,527.40</b>

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

01-00488	KELEHER OUTDOOR ADVERTISING INC	PO0126642	LOGO BANNERS (4)	\$3,584.00
01-01338	J & P SUPPLY, INC.	PO0127476	SWEETENER/CREAMER/CUPS	\$129.95
01-01586	DISH NETWORK	PO0127326	MONTHLY SERVICE 4/15	\$66.99
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,028.89
01-03905	EQUAL OPPORTUNITY COUNCIL, INC.	PO0127269	ADVERTISEMENT	\$995.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$225.73
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0127379	JANITORIAL SERVICE 2/15	\$1,250.90
01-04680	ENID EVENT CENTER	PO0127234	RETIREMENT RECEPTION	\$55.66
01-16145	PETTY CASH	PO0127422	REIMB/TRAVEL/S CARR	\$107.04
01-75280	ENID SYMPHONY ORCHESTRA	PO0127267	EVENT TICKETS (4)	\$160.00
01-79580	WILSON, OWEN D.	PO0127334	PROFESSIONAL SERVICE	\$156.25
			<b>ADM. SERVICES TOTAL</b>	<b>\$7,760.41</b>

**FUND 10**    **DEPT 110 - HUMAN RESOURCES**

01-01338	J & P SUPPLY, INC.	PO0127476	TOWELS/CLEANER/LINERS	\$493.29
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,055.16
01-03053	NORTHWEST SHREDDERS, LLC	PO0127463	SECURITY CONSOLE 3/15	\$20.00
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0127470	ELEVATOR SERVICE 4/15-6/15	\$300.00
01-04129	OK DEPT. OF CORRECTIONS	PO0127466	INMATE COSTS/DOC VAN USAGE	\$671.88
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$16.21
01-05017	ENID TYPEWRITER CO., INC.	PO0127469	PRINTS	\$48.32
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$2,604.86</b>

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

01-01232	HERRING RUSSELL	PO0127374	WC/MEDICAL	\$356.75
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$437.12
01-02131	LEXISNEXIS	PO0127393	MONTHLY SERVICE 2/15	\$1,012.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0127373	WC/MEDICAL	\$128.00
01-02425	MCGEE EYE INSTITUTE	PO0127370	WC/MEDICAL	\$516.60
01-03022	CULLIGAN WATER CONDITION, INC.	PO0127208	BOTTLED WATER	\$9.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0127463	SECURITY CONSOLE 3/15	\$80.00
01-03521	TRIBRIDGE HOLDINGS, LLC	PO0127390	PROFESSIONAL SERVICE	\$1,618.75
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0127377	WC/MEDICAL	\$330.00
01-03921	EXPRESS SCRIPTS, INC.	PO0127366	WC/MEDICAL	\$877.83
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0127363	WC/MEDICAL	\$401.10
01-04556	PHARMTOX SOLUTIONS, LLC.	PO0127371	WC/MEDICAL	\$3,613.08
01-04563	XPRESS WELLNESS, LLC	PO0127481	WC/MEDICAL	\$146.61
01-04618	ARENS, EDWARD C/O BOETTCHER	PO0127365	WC/MEDICAL	\$403.49
01-16145	PETTY CASH	PO0127426	REIMB/FILING FEES	\$125.70
01-33380	OPFER, DAVID	PO0127169	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0127350	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0127218	WC/MEDICAL	\$317.36
<b>LEGAL SVCS. TOTAL</b>				<b>\$11,008.11</b>

**FUND 10 DEPT 140 - SAFETY**

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$281.26
<b>SAFETY TOTAL</b>				<b>\$281.26</b>

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

01-04717	MISS OKLAHOMA PAGEANT	PO0127221	APPEARANCE FEE	\$37.50
01-04718	ALEXANDRA D EPPLER	PO0127222	APPEARANCE FEE	\$360.00
<b>PR/MARKETING TOTAL</b>				<b>\$397.50</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$3,798.33
01-05134	ENID NEWS & EAGLE	PO0127412	PUBLICATIONS	\$113.90
01-05145	ENID METRO AR HM SER COMM	PO0122957	2014-2015 PROGRAM FUNDING	\$3,025.00
01-36830	MAIN STREET ENID, INC.	PO0122594	LOCAL PROGRAM FUNDING 2/15	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0127411	PUBLICATION	\$60.20
<b>GENERAL GOVERNMENT TOTAL</b>				<b>\$13,247.43</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-01472	STAPLES ADVANTAGE	PO0127186	STAMP/FILE POCKETS	\$34.41
01-01472	STAPLES ADVANTAGE	PO0127186	PEN REFILLS/TAB DIVIDERS	\$27.80
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$95.83
01-03053	NORTHWEST SHREDDERS, LLC	PO0127463	SECURITY CONSOLE 3/15	\$20.00
01-16004	PDQ PRINTING	PO0127305	ENVELOPES	\$150.00
<b>ACCOUNTING TOTAL</b>				<b>\$328.04</b>

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

01-01472	STAPLES ADVANTAGE	PO0127186	SORTKWIK (6)	\$20.97
01-03022	CULLIGAN WATER CONDITION, INC.	PO0127208	BOTTLED WATER	\$9.00
01-16006	PHILLIPS PRINTING, INC.	PO0126915	MINUTE BOOK/PAGES	\$622.00
01-16145	PETTY CASH	PO0127426	REIMB/DRAWER SHORTAGE	\$0.31
<b>RECORDS &amp; RECEIPTS TOTAL</b>				<b>\$652.28</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01768	AT&T INTERNET SERVICES, INC.	PO0123720	DATA INTERNET LINES	\$1,586.16
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$976.17
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$15.18
<b>INFORMATION TECHNOLOGY TOTAL</b>				<b>\$2,577.51</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

01-01918	GUERNSEY	PO0123750	G-1501A PROFESSIONAL SERVICE	\$24,036.15
01-04680	ENID EVENT CENTER	PO0127234	ENVISION ENID/WALK OF FAME	\$537.75
01-04731	PRESERVATION AND DESIGN STUDIO	PO0127414	NATL REG HIST PLACES NOMINATIONS (4)	\$4,266.67
01-16004	PDQ PRINTING	PO0127305	PLANNING GUIDE	\$104.00
01-55120	QUILL CORPORATION, INC.	PO0127262	TONER	\$242.99
<b>COMMUNITY DEVELOPMENT TOTAL</b>				<b>\$29,187.56</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$2,364.04
01-02082	AT&T MOBILITY	PO0127317	MONTHLY SERVICE 2/15	\$73.33
01-03053	NORTHWEST SHREDDERS, LLC	PO0127463	SECURITY CONSOLE 3/15	\$20.00
01-04116	DOWNTOWN THREADS	PO0127355	LOGO SHIRTS (4)	\$104.80
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$14.18
01-04377	JACKSON'S WRECKING & DEMOLITION	PO0125713	DEMOLITION/1600 S INDEPENDENCE	\$1,600.00
01-04552	ADVANCE SERVICES	PO0127206	CLEAN/1505 S 3RD	\$400.00
01-04552	ADVANCE SERVICES	PO0127329	CLEAN/1115 W CHESTNUT	\$200.00
01-04732	DEAL, ROBERT E., II	PO0127415	CLEAN/424 N 5TH	\$70.00
01-04732	DEAL, ROBERT E., II	PO0127415	CLEAN/508 PIERCE	\$290.00
01-16145	PETTY CASH	PO0127423	REIMB/FILING FEES	\$129.00
01-48610	STITCHES AHEAD, INC.	PO0127356	LOGO SHIRTS (5)	\$100.00
01-58431	CDW GOVERNMENT, INC.	PO0127212	COMPUTER TABLET	\$444.99
01-80177	ALVARADO'S QUALITY MOWING	PO0127213	CLEAN/1312 W OKLAHOMA	\$60.00
01-80224	T & M PRINTING, INC.	PO0127196	BUSINESS CARDS/D DORRELL	\$29.95
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$5,900.29</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-00703	APWA REGISTRATION	PO0127198	APWA REGISTRATION (4)	\$600.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127338	STAKES	\$11.33
01-01472	STAPLES ADVANTAGE	PO0127186	PHONE CORD	\$3.00
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$204.98
01-02116	MESHEK & ASSOCIATES, PLC	PO0122887	G-1502A PROFESSIONAL SERVICE	\$10,520.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$40.47
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0127433	MONTHLY SERVICE 2/15	\$134.00
01-16145	PETTY CASH	PO0127422	REIMB/TRAVEL/C GDANSKI	\$325.80
<b>ENGINEERING TOTAL</b>				<b>\$11,839.58</b>

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

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0127327	ELECT LICENSE RENEW/T BUCKLEY	\$150.00
01-00703	APWA REGISTRATION	PO0127198	APWA MEMBERSHIPS (13)	\$1,590.00
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$2,302.11
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0127241	SAMPLE ANALYSIS	\$116.75
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$1,774.11
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0127379	JANITORIAL SERVICE 2/15	\$1,185.06
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0127433	MONTHLY SERVICE 2/15	\$5.89
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0127460	TONER	\$375.40

01-16145	PETTY CASH	PO0127426	REIMB/CDL LICENSE/D SMITH	\$51.50
01-30830	LOCKE SUPPLY, INC.	PO0127452	CALIBRATION METER	\$349.00
			<b>PUBLIC WORKS MGMT TOTAL</b>	<b>\$7,899.82</b>

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127344	STRIP METAL/FUEL TANK STEPS	\$39.62
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$406.40
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$2,482.05
			<b>FLEET MAINTENANCE TOTAL</b>	<b>\$2,928.07</b>

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

01-00878	BROWN'S SHOE FIT COMPANY	PO0127315	BOOTS/M ROBERTS	\$125.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127307	METAL BEAM	\$69.70
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,657.42
01-02468	MIRAGE INTERNATIONAL	PO0127386	ASBESTOS REMOVAL/CHAMPION GYM	\$3,989.00
01-03000	CARTER PAINT CO.	PO0127194	PAINT/BODY FILLER	\$206.73
01-03107	CHEM-CAN SERVICES, INC.	PO0127188	PORTABLE TOILET RENTAL 2/15	\$82.00
01-03107	CHEM-CAN SERVICES, INC.	PO0127192	PORTABLE TOILET RENTAL 12/14	\$90.20
01-03107	CHEM-CAN SERVICES, INC.	PO0127192	PORTABLE TOILET RENTAL 3/15	\$749.36
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$2,866.28
01-04417	BSN SPORTS, INC.	PO0127271	SOCCER FIELD FLAGS	\$901.53
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0127460	TONER	\$6.51
01-05005	ENID CONCRETE CO., INC.	PO0127182	SAND	\$264.00
01-05164	ENID RENT-ALL, INC.	PO0127209	FLOOR BUFFER RENTAL 2/15	\$140.86
01-13017	MUNN SUPPLY, INC.	PO0127202	OXYGEN	\$18.35
01-30830	LOCKE SUPPLY, INC.	PO0127239	COUPLING/FITTINGS	\$4.56
01-35300	UNIFIRST, INC.	PO0127181	SHOP TOWEL SERVICE 2/15	\$64.43
01-54830	TERMINIX INT'L. CO., LP	PO0127240	PEST CONTROL 2/15	\$28.00
01-80312	DAN CORNFORTH LOCK & SAFE	PO0127199	CYLINDER KEYED/KEYS	\$75.50
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0127193	LACQUER THINNER	\$16.49
			<b>PARKS &amp; RECREATION TOTAL</b>	<b>\$11,355.92</b>

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

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127323	REBAR/DRAIN REPAIR	\$65.59
01-01102	ATHEY LUMBER CO., INC.	PO0127184	LUMBER/DECK SCREWS	\$95.51
01-01102	ATHEY LUMBER CO., INC.	PO0127319	V120/V139/V942 SIDE BOARDS	\$76.18
01-01102	ATHEY LUMBER CO., INC.	PO0127319	SCREWS	\$12.89
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$638.20
01-04033	DOLESE BROTHERS CO., INC.	PO0127179	CRUSHER RUN	\$333.13
01-04033	DOLESE BROTHERS CO., INC.	PO0127318	CONCRETE/CRUSHER RUN	\$703.50
01-04033	DOLESE BROTHERS CO., INC.	PO0127489	CONCRETE SAND	\$15,031.90
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$8,566.68
01-08022	HUGHES LUMBER CO., LLC	PO0127321	CEMENT	\$26.12
01-33220	ZALOUDEK, F. W.	PO0127183	PULLEYS (4)	\$418.92
01-33220	ZALOUDEK, F. W.	PO0127290	BRUSHMOWER	\$1,137.28
01-59360	FASTENAL COMPANY	PO0127320	BOLTS/NUTS/ANCHORS	\$20.44
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0127287	POT HOLE COLD MIX	\$1,804.48
01-80224	T & M PRINTING, INC.	PO0127237	ASPHALT REPORTS	\$43.75
			<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>	<b>\$28,974.57</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$2,403.98
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$1,070.02
01-04707	PAVING MAINTENANCE SUPPLY	PO0127330	PAINT GUN/HOSE/REPAIR KIT	\$373.80
01-16145	PETTY CASH	PO0127421	REIMB/DEQ LICENSE/J HARTZELL	\$220.00

01-50210	LOWE'S HOME CENTERS, INC.	PO0127189	RIGID BOX SPACERS	\$13.50
			<b>TECHNICAL SERVICES TOTAL</b>	<b>\$4,081.30</b>

**FUND 10 DEPT 900 - LIBRARY**

01-00085	PITNEY BOWES	PO0127332	POSTAGE LEASE 3/15	\$86.59
01-01338	J & P SUPPLY, INC.	PO0127416	TOWELS/GLOVES/LINERS/TISSUE	\$504.57
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$5,906.76
01-03053	NORTHWEST SHREDDERS, LLC	PO0127463	SECURITY CONSOLE 3/15	\$40.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTER	PO0127392	ONLINE SERVICE 2/15	\$1,140.45
01-03620	MATOUSEK VETERINARY CLINIC	PO0127331	EXAM/OLIVIA	\$80.00
01-04724	JULIANA PIG ASSOCIATION & REGISTRY	PO0127358	REGISTRATION FEE/OLIVIA	\$30.00
01-04728	SKC COMMUNICATIONS PRODUCTS, LLC	PO0127407	VIDEO CONF UNIT REPAIR	\$1,109.59
01-04733	PENGUIN RANDOM HOUSE, LLC	PO0127418	BOOK	\$10.00
01-15066	THE OKLAHOMAN	PO0127417	ANNUAL SUBSCRIPTION RENEWAL	\$260.00
01-16004	PDQ PRINTING	PO0127360	BOOKMARKS (300)	\$55.00
01-16004	PDQ PRINTING	PO0127456	CALENDARS (300)	\$90.00
01-16145	PETTY CASH	PO0127422	REIMB/TRAVEL/M HOLMES	\$71.76
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0127333	PAINT	\$47.39
01-55120	QUILL CORPORATION, INC.	PO0127262	COFFEE/CREAMER/PAPER/PENS	\$260.71
01-55120	QUILL CORPORATION, INC.	PO0127440	CREAMER/SOAP/TAPE/PENCILS	\$57.71
01-80234	LUCAS COLOR CARD, INC.	PO0127256	PRINTS	\$965.10
			<b>LIBRARY TOTAL</b>	<b>\$10,715.63</b>

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

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$47.44
01-02421	SUDDENLINK	PO0124145	FIBER OPTICS RELOCATION	\$21,861.44
01-04707	PAVING MAINTENANCE SUPPLY	PO0127266	THERMO PLASTIC MACHINE	\$22,070.00
01-16145	PETTY CASH	PO0127420	REIMB/ETN/LAMP/WIRING/CABLE	\$226.14
			<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>\$44,205.02</b>

**FUND 12 DEPT 125 - SPECIAL PROJECT**

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$569.99
			<b>SPECIAL PROJECT TOTAL</b>	<b>\$569.99</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	(\$245.58)
01-25008	YMCA	PO0127468	WELLNESS DOLLARS (3)	\$300.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0127472	125 PLAN FEES 4/15	\$415.40
01-70870	FOCUS INSTITUTE, INC.	PO0127482	EAP SERVICES 3/15-4/15	\$2,466.66
			<b>HEALTH FUND TOTAL</b>	<b>\$2,936.48</b>

**FUND 20 DEPT 205 - AIRPORT**

01-01291	TTK CONSTRUCTION	PO0124148	A-1301D LIGHT/EXTENSION RUNWAY	\$734,037.75
01-01338	J & P SUPPLY, INC.	PO0127325	TOWELS/TISSUE	\$104.46
01-01338	J & P SUPPLY, INC.	PO0127471	SOAP DISPENSER	\$11.12
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,224.38
01-01882	WEATHER SERVICES INTERNATIONAL	PO0127304	PILOT BRIEF 3/15-5/15	\$564.00
01-02269	CEC CORPORATION	PO0124950	A-1301D RUNWAY EXTENSION	\$8,400.00
01-02269	CEC CORPORATION	PO0124951	A-1301E RUNWAY EXTENSION	\$7,600.00
01-02712	FARMER BROS. CO.	PO0127413	COFFEE	\$45.10
01-03662	MXP ENID, LLC	PO0127394	DYED DIESEL/UNLEADED FUEL	\$1,348.56
01-03823	PIONEER FIRE & SAFETY	PO0127359	FIRE EXT SERVICE 10/14	\$325.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$526.09

01-04684	OROSCO, NANCY	PO0127399	JANITORIAL SERVICE 3/15	\$187.50
01-06067	FEDERAL EXPRESS CORP.	PO0127335	SHIPPING FEES	\$82.64
01-16145	PETTY CASH	PO0127422	REIMB/TRAVEL/D OHNESORGE	\$127.65
01-16145	PETTY CASH	PO0127422	REIMB/TRAVEL/C ARTHUR	\$128.00
01-16145	PETTY CASH	PO0127425	REIMB/TRAVEL/D OHNESORGE	\$107.00
01-31330	ABSOLUTE PEST CONTROL	PO0127245	PEST CONTROL 1/15-3/15	\$130.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0127342	FERTILIZER/HERBICIDE	\$156.96
01-80129	MOORE MEDICAL CORP	PO0127301	PAIN RELIEVER	\$34.54
01-80343	FENTRESS OIL COMPANY, INC.	PO0127296	OIL/ST	\$250.13
			<b>AIRPORT TOTAL</b>	<b>\$755,390.88</b>

**FUND 22 DEPT 225 - GOLF**

01-00272	JUSTICE GOLF CAR CO., INC.	PO0127477	BRAKE CABLE/SHOE KIT	\$113.48
01-01338	J & P SUPPLY, INC.	PO0127249	LINERS/TOWELS/TOISSUE	\$258.90
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,174.17
01-02446	JOHN DEERE FINANCIAL	PO0122680	MOWER LEASE 4/15	\$622.37
01-03735	PNC EQUIPMENT FINANCE	PO0122889	TURF MOWER LEASE 4/15	\$550.69
01-03972	NATIONAL PEN CO., LLC	PO0127473	GOLF PENCILS	\$305.78
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$3.53
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0127379	JANITORIAL SERVICE 2/15	\$350.85
01-07036	GRAINGER, INC.	PO0127443	HEATER MOTORS (2)	\$166.90
01-13017	MUNN SUPPLY, INC.	PO0127248	CYLINDER RENTAL	\$6.44
01-15132	O'REILLY AUTO PARTS, INC.	PO0127474	TERMINAL PROTECTOR	\$10.78
01-18010	R & R PRODUCTS, INC.	PO0127475	KNIVES/FAIRWAY SPIKER	\$208.71
01-33210	P & K EQUIPMENT, INC.	PO0127247	REEL GAUGES (4)	\$19.44
01-44810	MICHAEL'S REFRIGERATION	PO0127437	ICE MACHINE MAINTENANCE 3/15	\$424.62
01-66210	YAMAHA MOTOR CORPORATION USA	PO0123466	GOLF CART LEASE 4/15	\$2,649.00
01-78510	YAMAHA GOLF CAR COMPANY	PO0127211	GOLF CAR REPAIR/LABOR	\$28.38
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0127246	PUMP STATION REPAIRS	\$469.40
			<b>GOLF TOTAL</b>	<b>\$7,363.44</b>

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

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127344	R-1505A REBAR	\$61.00
01-02470	DERWIN'S CONSTRUCTION	PO0123128	M-1403C SIDEWALK REPAIR	\$18,992.95
01-02470	DERWIN'S CONSTRUCTION	PO0125203	R-1505A 2015 CONCRETE REPAIRS	\$4,809.25
01-03089	CUMMINS CONSTRUCTION EQUIP. CO.	PO0120496	R-1402A 2014 STREET RESURFACING	\$79,567.96
01-04033	DOLESE BROTHERS CO., INC.	PO0125518	R-1505A 2015 CONCRETE REPAIRS	\$3,350.65
01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A 2014 STREET PROGRAM	\$104,383.92
			<b>STREET &amp; ALLEY TOTAL</b>	<b>\$211,165.73</b>

**FUND 31 DEPT 230 - UTILITY BILLING**

01-00793	ONESOURCE MANAGED SERVICES	PO0127272	PRINTER MAINTENANCE 3/15	\$196.89
01-01163	ADVANCED WATER SOLUTIONS	PO0127187	WATER COOLER RENTAL 3/15	\$36.85
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$240.40
01-03661	RK BLACK, INC.	PO0127235	PRINTER MAINTENANCE/REPAIR	\$155.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$470.18
01-16004	PDQ PRINTING	PO0127185	DOOR HANGERS (500)	\$75.00
01-16018	POSTMASTER	PO0127406	POSTAGE	\$20,000.00
01-55120	QUILL CORPORATION, INC.	PO0127262	TONER	\$133.19
			<b>UTILITY BILLING TOTAL</b>	<b>\$21,307.51</b>

**FUND 31 DEPT 315 - EMA**

01-01170	ARNOLD, BART	PO0127168	WC/MEDICAL	\$323.00
01-01170	ARNOLD, BART	PO0127349	WC/MEDICAL	\$323.00
01-01170	ARNOLD, BART	PO0127217	WC/MEDICAL	\$323.00



**EMA TOTAL** **\$969.00**

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

01-00103	WARREN CAT, INC.	PO0122890	WHEEL LOADER RENTAL 4/15	\$2,491.21
01-00146	CINTAS CORPORATION LOC. 624	PO0127201	SHOP TOWEL SERVICE	\$70.54
01-00146	CINTAS CORPORATION LOC. 624	PO0127233	SHOP TOWEL SERVICE	\$70.54
01-00146	CINTAS CORPORATION LOC. 624	PO0127354	SHOP TOWEL SERVICE	\$70.54
01-00490	SPACE SAVERS	PO0126924	WASTE COVER	\$10,180.00
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,252.02
01-02243	BB MACHINE & SUPPLY, INC.	PO0127353	HOSE STEMS/HOSE	\$87.87
01-02466	FireCO OF OKLAHOMA, INC.	PO0127441	FIRE EXT SERVICE 3/15	\$41.63
01-02515	ENID EYE OPTICAL, INC.	PO0127430	GLASSES/J BURDG	\$102.00
01-03107	CHEM-CAN SERVICES, INC.	PO0127232	PORTABLE TOILET RENTAL 3/15	\$175.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0127377	WC/MEDICAL	\$124.00
01-03921	EXPRESS SCRIPTS, INC.	PO0127366	WC/MEDICAL	\$603.93
01-04013	STILLWATER MEDICAL CENTER AUTHORITY	PO0127375	WC/MEDICAL	\$180.00
01-04013	STILLWATER MEDICAL CENTER AUTHORITY	PO0127389	WC/MEDICAL	\$2,672.15
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0127485	1ST QTR 2015 DISPOSAL FEE	\$67,570.00
01-04116	DOWNTOWN THREADS	PO0127328	JACKET LOGO	\$9.75
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$29,955.86
01-04560	DOCUGUARD	PO0127431	RECYCLING SERVICE 2/15	\$1,156.63
01-04563	XPRESS WELLNESS, LLC	PO0127481	WC/MEDICAL	\$146.48
01-04726	STILLWATER MEDICAL CENTER AUTHORITY	PO0127388	WC/MEDICAL	\$1,001.14
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0127460	TONER	\$220.50
01-07102	GARFIELD R W D #5	PO0127484	MONTHLY SERVICE 3/15	\$56.12
01-16145	PETTY CASH	PO0127420	REIMB/CDL LICENSE/C HAND	\$88.50
01-16145	PETTY CASH	PO0127421	REIMB/CDL LICENSE (2)	\$103.00
01-61010	B-K PROPANE, INC.	PO0127265	PROPANE	\$1,602.64
01-80246	ATWOODS	PO0127204	BOOTS/J CRANE	\$129.99
01-80246	ATWOODS	PO0127277	BOOTS/R WALLACE	\$109.99
01-80246	ATWOODS	PO0127352	HITCH PINS/WATER	\$62.64
			<b>SOLID WASTE SERVICES TOTAL</b>	<b>\$120,334.67</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

01-00046	AUTOMATION DIRECT, INC.	PO0127244	CONTROL SYSTEM PANELS (4)	\$395.00
01-00046	AUTOMATION DIRECT, INC.	PO0127291	RELAYS/CPU/SOCKET	\$1,275.00
01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0127348	BATTERY	\$31.50
01-00878	BROWN'S SHOE FIT COMPANY	PO0127276	BOOTS/T FELBER	\$220.50
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0127295	MONTHLY SERVICE 3/15	\$33,205.62
01-01178	ACCURATE, INC.	PO0127254	SAMPLE ANALYSIS	\$1,525.00
01-01453	WESTERN HYDRO CORP.	PO0127180	WIRE/ADAPTERS	\$677.80
01-01453	WESTERN HYDRO CORP.	PO0127294	DROP PIPE/ADAPTER	\$1,604.26
01-01453	WESTERN HYDRO CORP.	PO0127387	SUBMERSIBLE PUMP	\$1,307.80
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$694.80
01-01943	JOHNSTON SEED COMPANY, INC.	PO0127253	HERBICIDE	\$750.00
01-02466	FireCO OF OKLAHOMA, INC.	PO0127382	FIRE EXTINGUISHERS (22)	\$1,910.50
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTOR	PO0127242	WIRE FITTINGS	\$45.58
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$2,256.40
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0127460	TONER	\$24.19
01-06001	FARMERS ELEVATOR CO.	PO0127251	PROPANE	\$1,260.54
01-16145	PETTY CASH	PO0127420	REIMB/MEAL/F HALEY	\$33.36
01-19047	AT & T	PO0127210	MONTHLY SERVICE 2/15	\$279.75
01-19047	AT & T	PO0127309	IPAD DATA PLAN 3/15	\$31.17
01-30830	LOCKE SUPPLY, INC.	PO0127257	PVC CAP	\$0.26
01-33220	ZALOUDEK, F. W.	PO0127292	MOTOR/BLADE/O RINGS/LUGS/NUTS	\$1,064.97
01-38030	DAL SECURITY, INC.	PO0127258	MONTHLY MONITORING 4/15	\$50.00
01-67710	HAYNES EQUIPMENT CO.	PO0127391	REGULATOR KIT	\$1,519.15
01-79980	PIONEER BUSINESS SOLUTION	PO0127250	MONTHLY SERVICE 3/15	\$241.46
01-79980	PIONEER BUSINESS SOLUTION	PO0127346	MONTHLY SERVICE 3/15	\$14.12
01-80246	ATWOODS	PO0127204	COUPLING	\$4.49

01-80258	BRENNTAG SOUTHWEST, INC.	PO0123279	CHLORINE GAS	\$3,383.60
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0127243	PEST CONTROL	\$6.99
<b>WATER PRODUCTION TOTAL</b>				<b>\$53,813.81</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SERVICES**

01-00146	CINTAS CORPORATION LOC. 624	PO0127201	SHOP TOWEL SERVICE	\$285.60
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$1,471.05
01-02018	BASS BAPTIST HEALTH CENTER - DALLAS	PO0127368	WC/MEDICAL	\$498.96
01-04116	DOWNTOWN THREADS	PO0127298	LOGO EMBROIDERY	\$4.75
01-04317	SIEMENS INDUSTRY, INC.	PO0126335	FLOW METER	\$1,537.92
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$14,595.26
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0127379	JANITORIAL SERVICE 2/15	\$526.68
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0127460	TONER	\$13.26
01-13089	MERRIFIELD OFFICE SUPPLY	PO0127190	PAPER	\$63.98
01-16145	PETTY CASH	PO0127424	REIMB/MEALS/W SCOTT	\$82.07
01-16145	PETTY CASH	PO0127424	REIMB/MEALS/J TREVINO	\$37.93
01-16145	PETTY CASH	PO0127424	REIMB/MEALS/J LOWRIE	\$46.07
01-16145	PETTY CASH	PO0127424	REIMB/MEALS/R RUIZ	\$90.21
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0127462	HEP B VACCINE	\$545.00
01-67710	HAYNES EQUIPMENT CO.	PO0127191	SLIDE CLAMP ASSEMBLY	\$644.37
<b>WATER RECLAMATION SERVICES TOTAL</b>				<b>\$20,443.11</b>

**FUND 31 DEPT 799 - WASTE WATER MGMT**

01-01178	ACCURATE, INC.	PO0127205	SAMPLE ANALYSIS	\$205.00
01-01178	ACCURATE, INC.	PO0127229	TESTING VIALS (250)	\$531.97
01-01178	ACCURATE, INC.	PO0127337	AMMONIA/NITRATE/PHOS TESTS	\$1,371.17
01-01178	ACCURATE, INC.	PO0127345	SAMPLE ANALYSIS	\$205.00
01-01338	J & P SUPPLY, INC.	PO0127231	BATTERIES	\$22.38
01-02141	BIO-AQUATIC TESTING, INC.	PO0127347	BIOMONITORING TESTING	\$990.00
01-03107	CHEM-CAN SERVICES, INC.	PO0127195	SEPTIC TANK CLEANING	\$760.00
01-03107	CHEM-CAN SERVICES, INC.	PO0127336	SEPTIC TANK CLEANING	\$265.00
01-03107	CHEM-CAN SERVICES, INC.	PO0127403	SEPTIC TANK CLEANING	\$265.00
01-04429	STOVER & ASSOCIATES, INC	PO0122731	PROFESSIONAL SERVICE 3/15	\$103,913.33
01-80258	BRENNTAG SOUTHWEST, INC.	PO0124709	POLYMER	\$3,266.00
<b>WASTE WATER MGMT TOTAL</b>				<b>\$111,794.85</b>

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0122591	ECONOMIC DEV CONSULTING SVS	\$6,000.00
01-03132	CDSA	PO0127486	2015 ROOSEVELT TIF PYMT	\$10,263.15
01-03585	ROOSEVELT PARK APARTMENTS	PO0127487	2015 ROOSEVELT TIF PYMT	\$24,728.85
01-04063	JUMBO IV, LLC	PO0127263	SALES TAX REBATE 4TH QTR 2014	\$11,338.37
01-07098	GARFIELD CO. TREASURER	PO0127316	M-1511A PROP TAX/2321 B COURT	\$21.00
01-15125	OK GAS & ELECTRIC	PO0127436	MONTHLY SERVICE/S ARTHUR PROP	\$30.08
<b>E.E.D.A. TOTAL</b>				<b>\$52,381.45</b>

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

01-00223	COOPER, MICHAEL G.	PO0123278	CONSULTING SERVICES	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0127402	REIMB/PHONE SERVICE 12/14-2/15	\$554.97
<b>V.D.A. TOTAL</b>				<b>\$10,554.97</b>

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

01-00894	POE & ASSOCIATES, INC.	PO0125653	R-1504A PROFESSIONAL SERVICE	\$6,392.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127260	P-1403C EXPANSION JOINTS/REBAR	\$156.40
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0127419	M-1501A STAKES/HINGES	\$25.96
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$2,577.50
01-04033	DOLESE BROTHERS CO., INC.	PO0127179	M-1501A CONCRETE SAND	\$1,116.19
01-04033	DOLESE BROTHERS CO., INC.	PO0127288	P-1502 CONCRETE	\$2,010.00
01-04033	DOLESE BROTHERS CO., INC.	PO0125519	M-1501A CONCRETE/SCREENINGS	\$62,059.99
01-04464	MTZ CONSTRUCTION, INC.	PO0121849	M-1304A PEDESTRIAN TRAIL	\$13,135.95
01-05050	ENVIROTECH	PO0126929	M-1501A PROFESSIONAL SERVICE	\$3,000.00
01-18063	DUB ROSS COMPANY, INC.	PO0127238	M-1501A CULVERT/DRAIN PIPE	\$857.00
01-18063	DUB ROSS COMPANY, INC.	PO0127270	M-1501A DRAIN PIPE	\$4,303.44
01-18063	DUB ROSS COMPANY, INC.	PO0127322	M-1501A CULVERT/DRAIN PIPE	\$578.08
01-04719	DEAN E BOMHOLT	PO0127220	R-0303D PROPERTY PURCHASE	\$84,000.00
01-67330	HERTZ RENTAL INC	PO0127203	M-1501A SKIDSTEER RENTAL	\$850.00
<b>CAPITAL IMPROVEMENT TOTAL</b>				<b>\$181,062.51</b>

**FUND 41 DEPT 415 - STREET IMPROVEMENT**

01-31260	BRUEGGEMANN ENGINEERING	PO0124953	W-1501A PROFESSIONAL SERVICE	\$22,750.00
01-59840	TRAFFIC ENGINEERING CONSULTANTS	PO0125457	R-1502A PROFESSIONAL SERVICE	\$8,500.00
<b>STREET IMPROVEMENT TOTAL</b>				<b>\$31,250.00</b>

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

01-05050	ENVIROTECH	PO0125980	S-1510 PROFESSIONAL SERVICE	\$675.00
01-49180	DUKE'S SALES & SERVICE	PO0125206	S-1402C CHEMICAL ROOT CONTROL	\$71,496.39
<b>SANITARY SEWER FUND TOTAL</b>				<b>\$72,171.39</b>

**FUND 43 DEPT 435 - STORMWATER FUND**

01-02736	BYRIN'S LAWN CARE	PO0124248	TREE REMOVAL	\$1,600.00
01-03534	MONSOON CONSULTANTS	PO0120141	F-1404A PROFESSIONAL SERVICE	\$210.00
<b>STORMWATER FUND TOTAL</b>				<b>\$1,810.00</b>

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

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERSON	PO0127207	W-1304B PROFESSIONAL SERVICE	\$50.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERSON	PO0127264	W-1304B WATER RIGHTS	\$2,824.89
01-04579	COWAN GROUP ENGINEERING, LLC	PO0125348	W-0906A PROFESSIONAL SERVICE	\$8,000.00
01-12007	LUCKINBILL, INC.	PO0121861	W-1403A HYDRANTS INSTALLATION	\$88,391.00
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0127341	W-1304A PROFESSIONAL SERVICE	\$874.00
<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>				<b>\$100,139.89</b>

**FUND 50 DEPT 505 - 911**

01-42400	AT & T	PO0127428	MONTHLY SERVICE 3/15	\$459.48
01-66190	AT&T	PO0127293	MONTHLY SERVICE 3/15	\$1,272.52
<b>911 TOTAL</b>				<b>\$1,732.00</b>

**FUND 51 DEPT 515 - POLICE**

01-00695	CARDIAC SCIENCE, INC.	PO0127396	DEFIBRILLATOR	\$1,277.95
01-00916	BAYSINGER POLICE SUPPLY	PO0127300	BADGE REPAIR	\$26.99
01-01260	URGENT CARE ASSOCIATES, P.L.L.C.	PO0127376	WC/MEDICAL	\$1.00
01-01338	J & P SUPPLY, INC.	PO0127308	CLEANER/MOP	\$132.78

01-01472	STAPLES ADVANTAGE	PO0127186	TONER CARTRIDGE	\$50.35
01-01584	DJ ORTHOPEDICS, LLC.	PO0127364	WC/MEDICAL	\$63.87
01-01780	B & B LAWN CARE	PO0127312	LAWN SERVICE 3/15	\$240.00
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$2,075.62
01-01943	JOHNSTON SEED COMPANY, INC.	PO0127404	FERTILIZER/HERBICIDE	\$205.00
01-02082	AT&T MOBILITY	PO0127313	MONTHLY SERVICE 2/15	\$865.52
01-03053	NORTHWEST SHREDDERS, LLC	PO0127463	SECURITY CONSOLE 3/15	\$100.00
01-03569	GRIMSLEY'S, INC.	PO0127306	PAIL	\$16.26
01-03569	GRIMSLEY'S, INC.	PO0127427	TOWELS/LINERS/CLEANER/TISSUE	\$466.67
01-03569	GRIMSLEY'S, INC.	PO0127467	TOWELS/DEODORANT/SOAP	\$181.94
01-03875	PUBLIC ENGINES, INC	PO0127397	ANNUAL SUBSCRIPTION RENEWAL	\$1,188.00
01-03920	ST MARYS REGIONAL MEDICAL CENTER	PO0127361	WC/MEDICAL	\$23.50
01-04215	WILSON, JASON	PO0127480	WC/MEDICAL	\$39.07
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$3,809.25
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0127369	WC/MEDICAL	\$18.00
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0127479	WC/MEDICAL	\$30.97
01-04617	HEALTHPORT TECHNOLOGIES, LLC	PO0127367	WC/MEDICAL	\$50.49
01-04674	PRECISION DELTA CORP.	PO0126310	AMMUNITION	\$14,534.55
01-04727	BOBBY FOWLER, RNFA	PO0127400	WC/MEDICAL	\$70.92
01-04737	MERCY HOSPITAL ADA	PO0127447	WC MEDICAL	\$628.89
01-04738	DRUMMOND EYE CLINIC, P.C.	PO0127448	WC MEDICAL	\$67.50
01-09006	INDUSTRIAL MATERIAL CORP.	PO0127408	PUSH PLATE	\$13.15
01-16145	PETTY CASH	PO0127420	REIMB/SWAT REG FEE/G FUXA	\$100.00
01-16145	PETTY CASH	PO0127421	REIMB/NOTARY FEES (3)	\$60.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0127311	SHOE COVERS	\$24.13
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0127224	REIMB/VACCINES	\$30.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0127464	REIMB/VACCINES	\$30.00
01-46560	GROOM CLOSET	PO0127302	DOG FOOD	\$71.04
01-50210	LOWE'S HOME CENTERS, INC.	PO0127299	BULBS/FAUCET LINE	\$25.20
01-50210	LOWE'S HOME CENTERS, INC.	PO0127405	SQUEEGEE/POLE/BITS/BATTERIES	\$182.26
01-53300	ANIMAL CARE OF ENID, INC.	PO0127223	REIMB/VACCINES/EXAMS	\$205.00
01-65460	ACTSHON PEST CONTROL	PO0127310	PEST CONTROL 2/15	\$40.00
01-73630	SURGERY CENTER OF OKLAHOMA	PO0127483	WC/MEDICAL	\$2,748.60
01-73960	METRO ANESTHESIA SERVICES	PO0127372	WC/MEDICAL	\$461.14
			<b>POLICE TOTAL</b>	<b>\$30,155.61</b>

**FUND 60 DEPT 605 - CONFERENCE CENTER**

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0127273	MONTHLY SERVICE 2/15	\$1,496.49
01-15127	OK NATURAL GAS	PO0127255	MONTHLY SERVICE 3/15	\$1,072.67
01-15127	OK NATURAL GAS	PO0127439	MONTHLY SERVICE 3/15	\$192.52
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0127429	HOTEL TAX	\$44,085.50
			<b>CONFERENCE CENTER TOTAL</b>	<b>\$46,847.18</b>

**FUND 65 DEPT 655 - FIRE**

01-00374	INTERNATIONAL ASSOCIATION OF ARSON	PO0127282	MEMBERSHIP DUES/B MOSS	\$100.00
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0127286	COOLANT ADDITIVE	\$10.20
01-01338	J & P SUPPLY, INC.	PO0127280	TOWELS/GLOVES/CLEANER/LINERS	\$590.73
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$234.44
01-01783	JP MORGAN CHASE	PO0127434	CHASE PAYMENT	\$4,156.44
01-01800	COMMUNITY HOSPITAL, LLC	PO0127478	WC/MEDICAL	\$592.47
01-02363	CONRAD FIRE EQUIP., INC.	PO0127284	V1042 VALVE REBUILD KIT	\$260.62
01-02363	CONRAD FIRE EQUIP., INC.	PO0127284	V1043 MASTER INTAKE VALVE	\$394.40
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0127377	WC/MEDICAL	\$172.00
01-03920	ST MARYS REGIONAL MEDICAL CENTER	PO0127361	WC/MEDICAL	\$306.46
01-04030	WELDON PARTS, INC.	PO0127395	V1034/V1031 BRAKES/VALVE	\$1,133.62
01-04030	WELDON PARTS, INC.	PO0127395	V1040/V1041/V1042/V1043 FILTERS	\$123.72
01-04130	NORTHWEST OKLAHOMA FIRE & SECURITY	PO0127275	RELAY MODULE	\$668.00
01-04630	A C OWEN CONSTRUCTION. LLC	PO0125182	M-1408A FIRE STATION #4	\$76,988.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0127279	COPIER MAINTENANCE 3/15	\$82.10
01-09021	INT'L. PERSONNEL MGMT. ASSOC.	PO0127283	FIREFIGHTER EXAM	\$395.00

01-15061	OK CORRECTIONAL INDUST.	PO0127398	M-1409 BENCHES (5)	\$1,158.75
01-15132	O'REILLY AUTO PARTS, INC.	PO0127285	V1029 CONSOLE/TOWELS	\$46.95
01-15132	O'REILLY AUTO PARTS, INC.	PO0127285	V1043 OIL/AIR FILTER	\$147.66
01-15132	O'REILLY AUTO PARTS, INC.	PO0127285	SQUEEGEE	\$15.99
01-30830	LOCKE SUPPLY, INC.	PO0127281	M-1409 FILTERS/DUCT BOARD	\$295.08
01-37890	OK STATE UNIVERSITY	PO0127278	FIREFIGHTER 1 TRAINING	\$60.00
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0127462	DRUG SCREENING	\$90.00
<b>FIRE TOTAL</b>				<b>\$88,022.63</b>

**FUND 82 DEPT 825 - CLEET**

01-02587	OK BUREAU OF NARCOTICS	PO0127216	MONTHLY REIMB 2/15	\$5.00
01-03274	CLEET	PO0127214	MONTHLY REIMB 2/15	\$5,046.63
01-55470	OK STATE BUREAU INVESTIGATION	PO0127215	MONTHLY REIMB AFIS 2/15	\$2,769.96
01-55470	OK STATE BUREAU INVESTIGATION	PO0127215	MONTHLY REIMB FORENSIC 2/15	\$2,699.48
<b>CLEET TOTAL</b>				<b>\$10,521.07</b>

**FUND 99 DEPT 995 - EPTA**

01-01163	ADVANCED WATER SOLUTIONS	PO0127451	BOTTLED WATER	\$6.65
01-02082	AT&T MOBILITY	PO0127457	MONTHLY SERVICE 2/15	\$288.19
01-02594	PIONEER TELEPHONE-MAINE	PO0127455	MONTHLY SERVICE 3/15	\$20.32
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0127314	WAREHOUSE PARTS 2/15	\$158.58
01-04436	WEST WILLOW CAR WASH	PO0127449	CAR WASH TOKENS (100)	\$100.00
01-15127	OK NATURAL GAS	PO0127461	MONTHLY SERVICE 3/15	\$180.62
01-19047	AT & T	PO0127450	MONTHLY SERVICE 2/15	\$233.91
01-19047	AT & T	PO0127450	MONTHLY SERVICE 3/15	\$223.95
01-47300	OK TURNPIKE AUTHORITY	PO0127458	PIKEPASSES	\$16.85
01-65460	ACTSHON PEST CONTROL	PO0127453	PEST CONTROL 1/15-3/15	\$90.00
<b>EPTA TOTAL</b>				<b>\$1,319.07</b>

**FUND 70 DEPT 705 - CDBG**

70-37230	HERITAGE ROOFING SYSTEMS	PO0125650	B-14 (397) BTW ROOF	\$49,960.00
70-03132	CDSA	PO0127289	B-13 (388) BARRIER REMOVAL	\$2,917.65
70-04377	JACKSON WRECKING & DEMOLITION, LLC	PO0125830	B-13 (389) DEMO/1128 E PARK	\$2,200.00
<b>CDBG TOTAL</b>				<b>\$55,077.65</b>

**COMBINED BREAKDOWN OF TOTALS**

<b>EMA</b>	<b>\$328,662.95</b>
<b>EEDA</b>	<b>\$52,381.45</b>
<b>REMAINING FUN</b>	<b>\$1,919,563.05</b>
<b>TOTAL CLAIMS</b>	<b>\$2,300,607.45</b>

**PURCHASING CARD CLAIMS LIST**

4-7-15

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	25.00
AT&T*PREMIER EBIL	PO0127434	IPAD DATA PLAN 3/15	277.95
ATHEY LUMBER COMPANY	PO0127434	BOLTS/BOX	6.60
COUNTRY INN AND SUITES	PO0127434	LODGING/MISS OK/STATE OF CITY ADDRESS	119.00
HOBBY-LOBBY #0008	PO0127434	MATTING	16.00
NOVALCO, INC	PO0127434	FRONT DOORS REPAIR	486.00
PILOT 00005066	PO0127434	GAS/MOWER/CITY PROPERTY	12.00
SHERWIN WILLIAMS #7185	PO0127434	PAINT/TAPE/MASKING PAPER	55.69
SOUTHWES 5262492219166	PO0127434	AIRFARE (2)/NLC WASHINGTON TRIP	760.02
STUART C IRBY	PO0127434	RECEPTICALS/HUBS	30.65
USAIRWAY 03775825302712	PO0127434	AIRFARE/DC TRIP/B EZZELL	373.20

**ADMINISTRATIVE SERVICES TOTAL 2,162.11**

**FUND 10 DEPT 110 - HUMAN RESOURCES**

ACE HARDWARE	PO0127434	THERMOMETER/LEVEL/DRILL BITS	85.89
APPLE VACATIONS	PO0127434	RETIREMENT GIFT CARD/M MEIER	260.00
BASS PRO ONLINE	PO0127434	RETIREMENT GIFT CARD/K MORRIS	300.00
JUMBO FOODS	PO0127434	CAKE/RETIREMENT PARTY	29.99
LOWES #00205*	PO0127434	LIGHT BULBS/CLEANER/CORD/TIEDOWNS	153.08
OKLAHOMA GLASS & WALLP	PO0127434	GLASS	75.00
PURITANS PRIDE	PO0127434	SWEETENER	69.90
VENDNET	PO0127434	VENDING MACHINE MOTORS	81.30

**HUMAN RESOURCES TOTAL 1,055.16**

**FUND 10 DEPT 120 - LEGAL SERVICES**

AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	25.00
CAFE GARCIA	PO0127434	MEAL (7)/DEPT MEETING	79.20
OFFICE DEPOT #1079	PO0127434	ENVELOPES/ADAPTER/POST-ITS	330.87
TEXAS SECRETARY OF STA	PO0127434	COPIES	2.05

**LEGAL SERVICES TOTAL 437.12**

**FUND 10 DEPT 140 - SAFETY**

AT&T*BILL PAYMENT	PO0127434	IPAD DATA PLAN 2/15	31.17
PARADISE DONUTS	PO0127434	MEAL(15)/SAFETY MEETING	15.14
PDQ PRINTING	PO0127434	BUSINESS CARDS (250)	45.00
PLANE MUSIC	PO0127434	V688 BLUE TOOTH RADIO	189.95

**SAFETY TOTAL 281.26**

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

CAFE GARCIA	PO0127434	MEAL/COMMISSION MEETING	287.50
ICSC	PO0127434	ICSC RECON REG (3)	1,760.00
JUMBO FOODS	PO0127434	MEAL/COMMISSION MEETING	82.92
NAPOLIS ITALIAN RESTAU	PO0127434	MEAL/COMMISSION MEETING	139.80
ONCUE EXPRESS #116	PO0127434	FUEL/NWOK ECONOMIC DEV RECEPTION	35.01
WAL-MART #0499	PO0127434	VENDING MACHINE SNACKS	126.90
WM SUPERCENTER #499	PO0127434	VENDING MACHINE SNACKS	232.98

**GENERAL GOVERNMENT TOTAL 2,665.11**

**PURCHASING CARD CLAIMS LIST**

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**FUND 10 DEPT 210 - ACCOUNTING**

AT&T*PREMIER EBIL	PO0127434	IPAD DATA PLAN 3/15	16.16
GREENSHADES SOFTWARE	PO0127434	1099 TAX FORM UPLOAD FEE	79.67

**ACCOUNTING TOTAL** **95.83**

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0127434	IPAD CHARGERS/LABELER TAPE	119.01
AMAZON.COM	PO0127434	KEYBOARD/MOUSE	89.99
AT&T*PREMIER EBIL	PO0127434	IPAD DATA PLAN 3/15	23.67
CDW GOVERNMENT	PO0127434	BACKUP CLEANING TAPES	100.00
PAYPAL *BATTRYSTORE	PO0127434	LAPTOP BATTERY	71.74
PAYPAL *UDEMYS	PO0127434	ONLINE TRAINING	90.00
UDEMYS.COM	PO0127434	ONLINE TRAINING	110.00
WWW.NEWEGG.COM	PO0127434	MONITORS/DRIVES	371.76

**INFORMATION TECHNOLOGY TOTAL** **976.17**

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

AMAZON MKTPLACE PMTS	PO0127434	TABLET CASES	89.97
CONSTRUCTION EXAM CENT	PO0127434	COMM ELECT INSPECTOR EXAM/D COLQUITT	950.00
ENIDHOMEBUI	PO0127434	BOOTH RENTAL/HOME SHOW	275.00
NCS*ITL CDE COUNCIL EX	PO0127434	INSPECTOR EXAM/D COLQUITT	189.00
PLN*PRICELINE VACATION	PO0127434	AIR/LODGING/CAR/ELECT INSP CLASS/D COLQUITT	800.08
TIRES PLUS 517917	PO0127434	V728 ALIGNMENT	59.99

**CODE ENFORCEMENT TOTAL** **2,364.04**

**FUND 10 DEPT 400 - ENGINEERING**

AMAZON.COM	PO0127434	IPAD FOLIO	129.98
WINGATE BY WYNDHAM	PO0127434	LODGING/ODOT WORKSHOP/C GDANSKI	75.00

**ENGINEERING TOTAL** **204.98**

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

AIRGAS CENTRAL	PO0127434	SAFETY JACKET/VEST	46.11
AMAZON MKTPLACE PMTS	PO0127434	PLASTIC WRAP	46.68
AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	30.00
ATWOOD 01 ENID	PO0127434	LEVEL	9.99
CENEX HARLAN C07075880	PO0127434	V637 FUEL/GOMACO TRAINING	34.36
EMPORIA FAST N FRIEN	PO0127434	V637 FUEL/GAMACO TRAINING	30.00
FAMILY DOLLAR #2065	PO0127434	GREASE WIPES	5.50
HARD ROCK HOTEL TULSA	PO0127434	LODGING/SWANA CONF/B BRUMMIT	283.02
HOBBY-LOBBY #0008	PO0127434	FRAME	7.99
IN *FIRECO OF OKLAHOMA	PO0127434	FIRE EXTINGUISHERS/SIGNS	188.25
KTA TOLLS QPS	PO0127434	TOLL/GAMACO TRAINING	9.00
LOCKE SUPPLY - ENID	PO0127434	WATER FILTER	19.33
PAYPAL *100GAL-BAGS	PO0127434	TRASH BAGS	59.99
STAPLES 00106633	PO0127434	PRINTER CARTRIDGE/PAPER/BINDER	248.18
SUPER 8 MOTEL IDAGROVE	PO0127434	LODGING (2)/GAMACO TRAINING	667.60
TKR CATOSA LLC	PO0127434	MEAL/SWANA CONF/B BRUMMIT	15.48
TLF ENID FLORAL AND GI	PO0127434	FLORAL ARRANGEMENT	58.95
ULINE *SHIP SUPPLIES	PO0127434	CARGO BOXES (5)	162.47
UNITED SUPERMARKET 3	PO0127434	BOTTLED WATER	50.00

**PURCHASING CARD CLAIMS LIST**

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VISTAPR*VISTAPRINT.COM	PO0127434	RECYCLING MAGNETS	56.73
WAL-MART #0499	PO0127434	PICTURES (13)	259.48
ZIMMY'S BAR & GRILL	PO0127434	MEAL/GOMACO TRAINING/K HEDGES	13.00

<b>PUBLIC WORKS MGMT TOTAL</b>	<b>2,302.11</b>
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**FUND 10 DEPT 710 - FLEET MGMT**

2000 CED	PO0127434	LIGHT FIXTURES	236.00
AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	30.00
LOCKE SUPPLY - ENID	PO0127434	VACUUM BREAKER	8.40
NAPA TRACS	PO0127434	ONLINE VEHICLE INFO 3/15	132.00

<b>FLEET MGMT TOTAL</b>	<b>406.40</b>
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**FUND 10 DEPT 730 - PARKS & RECREATION**

ALBRIGHT STEEL WIRE EN	PO0127434	STRIP METAL/REBAR	81.58
AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	30.00
ATWOOD 01 ENID	PO0127434	SCREEN FENCING	29.98
ENID WINNELSON CO	PO0127434	MEADOWLAKE RESTROOM REPAIR	33.70
LOCKE SUPPLY - ENID	PO0127434	MEADOWLAKE RESTROOM REPAIR	115.61
LOCKE SUPPLY WE ENID	PO0127434	FLUORESCENT LIGHT BULBS	38.56
LOWES #00205*	PO0127434	PAINT/PIPE/FITTINGS/MATS/PAINT	663.00
NATIONAL INTRAMURAL RE	PO0127434	NIRSA MEMBERSHIP DUES/M BECK	133.00
PAYPAL *OKIE811	PO0127434	EXCAVATION EXPO FEE/C BULLER	25.00
SHERWIN WILLIAMS #7185	PO0127434	PAINT MACHINE TIP/GUARD	55.58
SPRINKLERWAREHOUSE.	PO0127434	SPRINKLER CONTROL BOX	159.77
STAPLES 00106633	PO0127434	STAPLER/NOTEBOOKS/PENS	65.85
WAKO INC	PO0127434	PUMP/FITTINGS	225.79

<b>PARKS &amp; RECREATION TOTAL</b>	<b>1,657.42</b>
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**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT**

LOCKE SUPPLY - ENID	PO0127434	VACUUM BREAKER	8.40
WAKO INC	PO0127434	V570 ELECTRIC BOOM VALVE	476.04
WAKO INC	PO0127434	V573 STRAINER	19.96
WAKO INC	PO0127434	V581 HAND WAND	133.80

<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>	<b>638.20</b>
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**FUND 10 DEPT 750 - TECHNICAL SERVICES**

2000 CED	PO0127434	LED BULBS/LIBRARY LIGHTING	142.50
APL* ITUNES.COM/BILL	PO0127434	PDF EXPERT APP	29.97
AT&T*BILL PAYMENT	PO0127434	IPAD DATA PLAN 3/15	245.53
ATWOOD 01 ENID	PO0127434	TRAILER HARNESS ADAPTER	12.99
BRADFORD INDUS SUPPLY	PO0127434	FAN MOTOR/SHEAVE/FAN BELT	114.24
DOLLAR-GENERAL #2858	PO0127434	COOKING SPRAY	8.30
PMSI EDMOND	PO0127434	LARGE PAINT HOPPER/PUMP REPAIR	606.12
SHERWIN WILLIAMS #7185	PO0127434	PAINT SOLVANT/MIXERS/GLOVES	184.42
SIGNWAREHOUSE.COM	PO0127434	SIGN MACHINE INK/VINYL	388.67
STUART C IRBY	PO0127434	CABLE TIES	37.01
TRUCKPRO INC 034	PO0127434	LED LIGHTS/SWITCHES/TUBING	183.53
VULCAN INC	PO0127434	SIGN BLANKS	450.70

<b>TECHNICAL SERVICES TOTAL</b>	<b>2,403.98</b>
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## PURCHASING CARD CLAIMS LIST

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**FUND 10 DEPT 900 - LIBRARY**

AFRICAN AMERICAN PUBLI	PO0127434	BOOK	392.10
AMAZON MKTPLACE PMTS	PO0127434	SAWHORSES/BOOKS/BEADS	127.19
AMAZON VIDEO ON DEMAND	PO0127434	SPRING BREAK MOVIES (7)	88.93
AMAZON.COM	PO0127434	DVD (5)/BOOK	134.16
AMAZONPRIME MEMBERSHIP	PO0127434	AMAZON PRIME MEMBERSHIP	99.00
BAKER & TAYLOR - BOOKS	PO0127434	BOOKS (25)	316.88
CAFE GARCIA	PO0127434	MEAL (3)/DEPT MEETING	37.96
CENEX FARMERS 07053606	PO0127434	PIG FEED	9.76
CHICK-FIL-A #02804	PO0127434	MEAL (6)/BOARD MEETING	83.00
COVER ONE	PO0127434	GLUE STRIPS (200)	211.90
DART/TARTAN/MCNAUGH	PO0127434	BOOKS (199)	2,360.68
EL MAYA	PO0127434	MEAL (2)/LIBRARY WORKSHOP	16.98
FAMILY DOLLAR #2065	PO0127434	PIG/FEED CONTAINER/TREATS	11.00
HALF PRICE BOOKS #300	PO0127434	AUTOGRAPHED BOOKS/TEEN PROGRAM	166.83
HLU*HULU 65830105-U	PO0127434	ANIME CLUB SUBSCRIPTION	7.99
HOBBY-LOBBY #0008	PO0127434	DECOPAUGE GLUE/GLUE STICKS	60.27
I/O SOLUTIONS, INC.	PO0127434	BOOK	163.43
IMPRINT PLUS	PO0127434	STAFF NAME BADGES	243.10
JUMBO FOODS	PO0127434	MEAL/LTAIO 2015	17.90
JUMBO FOODS	PO0127434	PIG FEED/BAGS	32.01
KEURIG GREEN MOUNTAIN	PO0127434	TEA	74.21
LOWES #00205*	PO0127434	CHISELS/PUNCH SET/FILE SET/SHIM	297.70
MID AMERICA FOOD DISTR	PO0127434	POPCORN/KIDS PROGRAMMING	20.42
OKLA 00 OF 00	PO0127434	OLA FEE/S KLEIN	51.00
PAYPAL *OKOBSERVER	PO0127434	PERIODICAL SUBSCRIPTION	40.00
PAYPAL *PIGGEAR	PO0127434	HARNESS/LEASH/JACKET	71.20
PBD ALA-GRAPH EDITIONS	PO0127434	MAKERSPACE WEBINAR	28.00
SELYEM ENTERPRISES	PO0127434	BOOK	36.00
SHERWIN WILLIAMS #7185	PO0127434	PAINT/ROLLERS	150.50
SQ *MEMBRORG MAIN STRE	PO0127434	FOOD FOR THOUGHT ADMISSION (7)	105.00
STAPLES 00106633	PO0127434	CALENDAR/INDEX TABS	70.77
TCD*GALE	PO0127434	BOOKS (10)	217.44
THE SCOREBOARD	PO0127434	MEAL (4)/OLA CONF	77.12
WAL-MART #0499	PO0127434	MEAL/LTAIO MEETING	35.09
WM SUPERCENTER #499	PO0127434	CANDY/EASTER PROGRAM	51.24

<b>LIBRARY TOTAL</b>	<b>5,906.76</b>
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**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

WAL-MART #0499	PO0127434	BOOK SHELVES/MIRRORS/ETN STUDIO	47.44
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<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>47.44</b>
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**FUND 12 DEPT 125 - SPECIAL PROJECT**

ATWOOD 01 ENID	PO0127434	SPRAYER (40 GAL)	569.99
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<b>SPECIAL PROJECT TOTAL</b>	<b>569.99</b>
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**FUND 14 DEPT 145 - HEALTH FUND**

ADY*GRAZE	PO0127434	FITNESS PROGRAM INCENTIVE	20.97
BESTOWED	PO0127434	FITNESS PROGRAM INCENTIVE	20.00
ESCAPE MONTHLY, LLC	PO0127434	FITNESS PROGRAM INCENTIVE	49.95
VISTAPR*VISTAPRINT.COM	PO0127434	(CREDIT) REFUND (20) SHIRTS	(372.46)
YOGI SURPRISE LLC	PO0127434	FITNESS PROGRAM INCENTIVE	35.96

<b>HEALTH FUND TOTAL</b>	<b>(245.58)</b>
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## PURCHASING CARD CLAIMS LIST

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**FUND 20 DEPT 205 - AIRPORT**

8008089000 PIONEERTELE	PO0127434	MONTHLY SERVICE 3/15	17.81
ATWOOD 01 ENID	PO0127434	SPOT SPRAYER	69.99
CENEX FARMERS 07053606	PO0127434	HERBICIDE	172.00
GENESIS LAMP CORP	PO0127434	TAXIWAY BULBS	262.62
HYATT REGENCY	PO0127434	LODGING (2)/OAOA CONF	612.00
LOWES #00205*	PO0127434	BACKPACK SPRAYER	59.97
STAPLES 00106633	PO0127434	PRINTER INK	29.99

<b>AIRPORT TOTAL</b>	<b>1,224.38</b>
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**FUND 22 DEPT 225 - GOLF**

ATWOOD 01 ENID	PO0127434	HITCH PINS/CLIPS	38.49
GCSAA EIFG 8004727878	PO0127434	CORE COLLECTOR/AERIFIER	950.00
HIBU INC. - WEST	PO0127434	YELLOWBOOK ADVERTISING 3/15	77.00
LOWES #00205*	PO0127434	MARKING FLAGS	23.94
STAPLES 00106633	PO0127434	PHONE CORD	9.79
SUDDENLINK-NAT'L SITE	PO0127434	MONTHLY INTERNET SERVICE 3/15	74.95

<b>GOLF TOTAL</b>	<b>1,174.17</b>
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**FUND 31 DEPT 230 - UTILITY SERVICES**

LOWES #00205*	PO0127434	WIRE STRIPPER/TOOL BOX/KNEE PADS	115.40
ROXIES AUTO BEAUTY SAL	PO0127434	V373 VEHICLE DETAIL	125.00

<b>UTILITY SERVICES TOTAL</b>	<b>240.40</b>
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**FUND 31 DEPT 760 - SOLID WASTE**

A PLUS CDL TRUCK RENTA	PO0127434	CDL TEST/C HAND	270.00
AMAZON.COM	PO0127434	HARD DRIVE	44.99
AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	30.00
AW BRUEGGEMANN CO	PO0127434	V260 GASKET	17.98
BB MACHINE & SUPPLY IN	PO0127434	HYDRAULIC COUPLER/TRASH COMPACTOR	21.36
BILLY SIMS BBQ - SAND	PO0127434	MEAL/CDL TRAINING/C HAND	14.98
CRUCIAL.COM	PO0127434	MEMORY UPGRADE	149.37
CURRENT COMPONENTS	PO0127434	SCALE PRINTER PRESENTER	101.65
FAT GUYS BURGER BAR	PO0127434	MEAL/CDL TRAINING/C HAND	11.77
LAMPTON WELDING SUPPLY	PO0127434	MIG WIRE	76.78
LITTLE CAESARS 0129 00	PO0127434	MEAL (10)DEPT MEETING	40.62
MCDONALD'S F10300	PO0127434	MEAL/CDL TRAINING/C HAND	6.00
QT 59 01000595	PO0127434	V637 FUELS/CDL TRAINING/C HAND	20.00
SOUTHWEST TRUCK PARTS	PO0127434	V238 VALVE	43.11
STAPLES 00106633	PO0127434	INK/STAPLER/TAPE/ENVELOPES	227.73
STUART C IRBY	PO0127434	LIGHT SWITCHES	128.90
WAL-MART #0499	PO0127434	BOTTLED WATER	46.78

<b>SOLID WASTE TOTAL</b>	<b>1,252.02</b>
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**FUND 31 DEPT 790 - WATER PRODUCTION**

2000 CED	PO0127434	LED STRIP LIGHT FIXTURES (4)	571.90
ENID WINNELSON CO	PO0127434	VALVES	122.90

<b>WATER PRODUCTION TOTAL</b>	<b>694.80</b>
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**PURCHASING CARD CLAIMS LIST**

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**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

ALBRIGHT STEEL WIRE EN	PO0127434	PIPE	132.52
AUTOMATIONDIRECT.COM	PO0127434	NETWORK MODULE	220.00
ENID IRON & METAL CO	PO0127434	SQUARE TUBING/SHEET METAL	1,029.20
LOCKE SUPPLY - ENID	PO0127434	FITTINGS	8.04
MUNN SUPPLY	PO0127434	STEEL SAW BLADE	81.29

<b><u>WATER RECLAMATION SVS TOTAL</u></b>	<b><u>1,471.05</u></b>
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**FUND 40 DEPT 405 - CAP. IMPROVEMENT**

3MSTPAU TP32813 M-1501	PO0127434	M-1501A SHEETING	348.00
ALBRIGHT STEEL WIRE EN	PO0127434	M-1501A STRUCTURAL PIPE	515.92
ALBRIGHT STEEL WIRE EN	PO0127434	P-1502 REBAR	208.66
BIRDDOGDISTRIBUTING	PO0127434	P-1403D FERRIS WHEEL LIGHTING	122.78
GRAYBAR ELECTRIC COMPA	PO0127434	P-1403C CONDUIT CLIPS	550.18
HUGHES LUMBER COMPANY	PO0127434	P-1502 PLYWOOD/DECK SCREWS/STAR DRIVES	727.28
LOCKE SUPPLY - ENID	PO0127434	P-1502 PVC PIPE	11.54
LOWES #00205*	PO0127434	P-1403C BOLTS	24.36
MUNN SUPPLY	PO0127434	M-1501A GRIT FLAP DISC/PAINT	56.08
STUART C IRBY	PO0127434	P-1304C OUTLET/FITTINGS	12.70

<b><u>CAP. IMPROVEMENT TOTAL</u></b>	<b><u>2,577.50</u></b>
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**FUND 51 DEPT 515 - POLICE**

AMAZON.COM	PO0127434	PROMOTIONAL BOOK	216.46
AMAZON.COM	PO0127434	PROMOTIONAL BOOKS/SERGEANTS TEST	358.19
ATWOOD 01 ENID	PO0127434	RUBBER BOOTS (2)	27.98
BILLY GOAT TAVERN & GR	PO0127434	MEAL/OHSO CONV/R KING	9.83
CRACKER BARREL #351 ED	PO0127434	MEAL (2)/EUTHENASIA SCHOOL	29.26
GIORDANO'S PRUDENTIAL	PO0127434	MEAL/OHSO CONV/R KING	30.85
HYATT HOTELS CHICAGO	PO0127434	LODGING/OHSA CHICAGO/R KING	879.92
HYATT HOTELS F&B CHICA	PO0127434	MEAL (2)/OHSO CONV/R KING	61.74
JUMBO FOODS	PO0127434	MEAL/RETIREMENT PARTY	111.12
LOVE S COUNTRY00002196	PO0127434	V2101 FUEL/CLEET/ADA	44.98
LOVE S COUNTRY00002196	PO0127434	V2185 FUEL/CLEET/ADA	23.99
OLD PLANTATION	PO0127434	MEAL (2)/TASER TRAINING	30.38
THE UPS STORE 5063	PO0127434	SHIPPING FEES	9.74
TIRES PLUS 517917	PO0127434	V2077 ALIGNMENT	59.99
USPS 39282704133607748	PO0127434	SHIPPING FEES	11.80
WM SUPERCENTER #499	PO0127434	CLEANER/DUSTER/SOAP	97.58
WWW GUNBROKER COM	PO0127434	SHIPPING FEES	71.81

<b><u>POLICE TOTAL</u></b>	<b><u>2,075.62</u></b>
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**FUND 65 DEPT 655 - FIRE**

183 BUILD-OKLAHOMA	PO0127434	M-1409 CEILING TILES	396.00
ACE HARDWARE	PO0127434	HANDLES/SCRUB BRUSH	15.86
AMAZON MKTPLACE PMTS	PO0127434	BARBELL CLAMP COLLAR/HANDLE	103.97
AT&T DATA	PO0127434	IPAD DATA PLAN 3/15	25.00
ATWOOD 01 ENID	PO0127434	ROPE	41.97
BRAUMS #23	PO0127434	MEAL/EXECUTIVE OFFICER CLASS/J KIERNAN	6.59
CHEDDAR'S #410	PO0127434	MEAL (2)/EVT CONF	26.82
ENID IRON & METAL CO	PO0127434	METAL	93.00
HARRISON HYDRAGEN LTD	PO0127434	V1042/V1043 FILTERS	154.28
HYDRO FLOW PRODUCTS	PO0127434	PRESSURE GAUGE REBUILD	446.15
JUMBO II LLC	PO0127434	CHARCOAL/LIGHTER FLUID	73.38
LOWES #00205*	PO0127434	CARBON MONOXIDE ALARM/IRRIGATION VALVE BOX	48.23

**PURCHASING CARD CLAIMS LIST**

4-7-15

MSC CLASS C	PO0127434	TERMINAL REMOVAL TOOL/TERMINALS/CLEANER	325.02
NATIONAL REGISTRY EMT	PO0127434	EMT LICENSE RENEWAL (34)	510.00
NFPA NATL FIRE PROTECT	PO0127434	NFPA MEMBERSHIP/K HELMS	300.00
OKLAHOMA FIRE CHIEFS A	PO0127434	CHIEFS CONF REGIST/B BURKHART	100.00
PAUL'S VALLEY TRAVEL	PO0127434	V1002 FUEL/EVT CONF/T DOWERS	32.38
PIZZA HUT #3137	PO0127434	MEAL/EXECUTIVE OFFICER CLASS/J KIERNAN	9.68
RADISSON FT WORTH BAR	PO0127434	MEAL (2)/EVT CONF	21.38
RADISSON HOTEL FT WORT	PO0127434	LODGING (2)/EVT CONF	1,023.50
SADDORIS COMPANIES INC	PO0127434	TOWEL SERVICE	72.55
SAFE KIDS WORLDWIDE	PO0127434	CAR SEAT TECH LIC RENEWAL/S BARTLEY	50.00
SALTGRASS - FT WORTHFC	PO0127434	MEAL (2)/EVT CONF	62.88
SCHEFFE PRESCRIPTION S	PO0127434	SALINE SOLUTION	15.00
STAPLES 00106633	PO0127434	BOXES	9.95
SUBWAY 00145904	PO0127434	MEAL/FIRE CIVIL SERVICE COMMISSION	46.00
TACO BELL #31462	PO0127434	MEAL/EXECUTIVE OFFICER CLASS/J KIERNAN	10.56
THE UPS STORE 5063	PO0127434	SHIPPING FEES	14.18
UNITED SUPERMARKET 3	PO0127434	MEAL/RETIREMENT PARTY	54.35
UNITED SUPERMARKET 3	PO0127434	WATER/PUNCH/TEA/PAPER PLATES	28.82
USPS 39282704133607748	PO0127434	SHIPPING FEES	38.94
W.S. DARLEY & CO.	PO0127434	FACESHIELDS	234.44

**FIRE TOTAL** 4,390.88

**JP MORGANCHASE CLAIMS LIST TOTAL** \$ 39,029.32

**City Commission Meeting**

12. 1.

**Meeting Date:** 04/07/2015

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

**APPROVE AND EXECUTE A WATER PURCHASE CONTRACT BETWEEN THE ENID MUNICIPAL AUTHORITY AND THE GARBER MUNICIPAL AUTHORITY.**

**BACKGROUND:**

The City of Garber, Oklahoma, desires to purchase water from Enid. Garber will install the meter, water lines and equipment necessary to take water at a point of delivery, which will be determined by the City of Enid Engineering Department. Garber will pay the ordinance rate, which will increase from time to time. This contract is for a term of ten (10) years and may be renewed annually thereafter.

**RECOMMENDATION**

Approve and execute contract.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

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**Attachments**

Garber Water Contract

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**WATER PURCHASE CONTRACT  
BETWEEN THE  
ENID MUNICIPAL AUTHORITY  
AND THE  
GARBER MUNICIPAL AUTHORITY**

This Agreement is made and entered into by and between the Enid Municipal Authority, a Public Trust, hereinafter called the "Seller" and the Garber Municipal Authority, hereinafter called "Purchaser."

**WHEREAS**, Purchaser has a long term need for a steady supply of potable water; and,

**WHEREAS**, Seller has the ability to provide potable water to the Purchaser.

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

1. Term. This Agreement shall be effective on the 1st day of April, 2015, and shall terminate on the 31<sup>st</sup> day of March, 2025. This Agreement may be extended annually thereafter by agreement of the parties. Pursuant to 11 O.S. § 37-119, the Seller shall review this Agreement annually to determine the municipality's cost and whether a modification of rates is appropriate.
2. Obligation of Seller. The Seller agrees:
  - a. To furnish to the Purchaser potable water (treated) at a specific point which would be the most reasonable and economic point of delivery as determined by the engineers of the Seller, at such pressure as normally will be maintained in said water line of Seller at the point of delivery. Provided, however, emergency failures of pressure or supply due to main supply line breaks, repairs, power failure, fire, flood, and use of water to fight fire, earthquake or other catastrophe or other means beyond the control of the Seller shall excuse Seller from this provision for such reasonable period of time as may be deemed necessary to restore service or normal pressure to Purchaser.
  - b. To remedy temporary system failures in the delivery of potable water on a timely basis.
3. Obligation of the Purchaser: The Purchaser agrees:
  - a. To install and maintain the necessary meter, water lines and equipment to take water at the point of delivery, and to comply with all ordinances and policies of the City of Enid, as to such installations and secure approval of the City of Enid prior to such installations. The Purchase shall insure that each service line only serves one resident or user.

- b. To install and maintain in proper working order all equipment, to include double check valves, positive break devices and backflow devices to prevent water from flowing back into the Seller's water line under any conditions.
- c. To pay the Seller, not later than ten (10) days after the receipt of billing, for water delivered, at the Commercial, Industrial and Institutional rate set forth in Section 2-6E-5 of the Enid Municipal Code, and as may be changed by ordinance in the future.

4. Conditions and Clarifications.

- a. The potable water provided under this Agreement shall be used for the existing service area of the Purchaser only and shall not be used in manufacturing, processing, irrigation in excess of one (1) acre of ground, or any commercial or industrial purpose where any one (1) user requires in excess of one hundred thousand (100,000) gallons of water per month.
- b. The Purchaser shall not furnish or sell water to persons or property other than those located within the City Limits of the City of Garber without the express written consent of the Seller.
- c. Purchaser acknowledges that the Seller has implemented an enterprise accounting system to account for the cost of water supply, treatment and delivery, and agrees that the rate charged for water pursuant to this Agreement is appropriate and the Seller shall not be liable to the Purchaser for any expense under 11 O.S. § 37-119a.
- d. Purchaser agrees to indemnify and hold the Seller harmless from any claim or damage by reason of the use of said water, including but not limited to the quality or quantity of water delivered or for any interruption of the flow, or escape of said water due to repair of water lines or due to any means beyond control of the Seller.
- e. Purchaser and its customers shall be subject to water conservation, as defined by §8-2-15 of the Enid Municipal Code. Purchaser agrees to institute conservation for its customers within twenty-four (24) hours of notice by the Seller. Violation of this condition shall result in immediate termination of this Agreement.

5. Tax Covenants. The Purchaser acknowledges that the Seller has advised the Purchaser that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by the Seller to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, the Purchaser makes the following covenants:

- a. The Purchaser will not sell any water purchased under this Contract in any manner that would cause such sale to result in any facility of the Seller being deemed to be used for a private business use under the Code;
  - b. The Purchaser will not resell any water purchased under this Contract, whether directly or as a part of a sale of water from the Seller's water system, to a wholesale purchaser for resale by such purchaser (i.e., The Purchaser will only sell water purchased under this Contract to its retail customers for ultimate consumption or use);
  - c. The Purchaser will not enter into any arrangement for water purchased under this Contract and resold to the Purchaser's retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates; and
  - d. The Purchaser will not enter into any arrangement for water purchased under this Contract and resold to the Purchaser's retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customer to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts. Provided that the Purchaser may charge a fixed rate for a given minimum amount of water pursuant to generally applicable rate schedule.
6. Additional Tax Covenants. The Purchaser represents and confirms that it is a municipality duly organized and established under the provisions of 11 O.S. Section 2-101 *et seq.*, as amended, and covenants that it will continue to be such a municipality for the term of this Contract. The Purchaser further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this Contract and, by virtue of such exemption, has not filed or paid and will not file nor pay any Federal income tax returns for the term of this Contract.
7. Remedies and Indemnification for Breach of Tax Covenants. The Purchaser and the Seller agree that (1) the provisions of Paragraphs 5 and 6 above constitute material terms and conditions of this Contract; (2) the Seller has the right to terminate this Contract by giving thirty (30) days' written notice to the Purchaser in the event the Seller determines, in good faith, that the Purchaser has breached any of such paragraphs; and (3) because of the importance to the Seller of preserving the Federal tax-exempt treatment of the interest on its obligations issued and to be issued to finance or refinance improvements to its



water supply distribution system, determinations by the Seller, in good faith, as to the Purchaser's compliance with such paragraphs shall be conclusive.

8. Notices. Whenever a notice is required to be given, it shall be given in writing, and under the terms of this Agreement, or any extension hereunder, such notice shall either be delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

Enid Municipal Authority:	P.O. Box 1768 401 West Owen K. Garriott RD Enid, Oklahoma 73702
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Garber Municipal Authority	P.O. Box 607 Garber, Oklahoma 73738-0607
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or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be deemed to have been given on the date delivered or mailed.

9. Termination.

- a. If the Purchaser shall be in default in the performance of this agreement, the Seller may terminate the agreement if such default is not cured within thirty (30) days after written notice is given by the Seller to the Purchaser.
- b. If the Seller is unable to provide potable water at a reasonable rate, the Purchaser may terminate the agreement if such non-performance is not remedied within thirty (30) days after written notice is given by the Purchaser to the Seller.
- c. Purchaser is authorized to terminate the agreement upon ninety (90) days written notice. Provided, however, under these circumstances, Purchaser is required, at its own cost, to physically terminate the connection to Seller's water supply.
- d. In addition to the Seller's right to terminate in Paragraph 4E and Paragraph 7 above, Seller is authorized to terminate this Agreement at any time for any reason upon ninety (90) days written notice.

10. Protection of Public Health and Safety. The Seller shall have the right to stop or disconnect the Purchaser's line from the Seller's line if a danger to the public exists due to the connection or use of the connection.

11. Interpretation and Choice 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. 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.

12. 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.
13. Integration, Amendments, and Interpretation. 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 of the terms in this Agreement not addressed in the amendment shall remain in full force and effect.
14. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement.
15. 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 the applicability and validity of any other provision of this Agreement.
16. Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of the Seller.
17. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.

\*\* THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK \*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year last written below.

“Purchaser”  
Garber Municipal Authority

  
\_\_\_\_\_  
Signature

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

“Seller”  
Enid Municipal Authority, a Public Trust

\_\_\_\_\_  
Signature

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary

**City Commission Meeting**

12. 2.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$328,662.95.

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

15. 1.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$52,381.45.

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

18.

**Meeting Date:** 04/07/2015

**Submitted By:** Derek Smith, Executive Assistant

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**SUBJECT:**

**CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307(C)(10), TO DISCUSS ECONOMIC DEVELOPMENT, BECAUSE PUBLIC DISCLOSURE WILL VIOLATE THE CONFIDENTIALITY OF THE BUSINESS, AND RECONVENE TO TAKE ANY NECESSARY ACTION.**

**BACKGROUND:**

The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. § 307(C)(10), "for the purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business." Upon conclusion of the Executive Session, the Commission will reconvene into regular session to take any necessary action.

**RECOMMENDATION**

Convene into Executive Session.

**PRESENTER:**

Andrea L. Chism, City Attorney

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