MUSTANG CITY COUNCIL
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

AUGUST 1, 2017
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Bryan, Senior Pastor, Chisholm Heights Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

These items are considered on the Consent Agenda so that members of the City Council by unanimous consent can designate routine agenda items to be approved by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Councilmember's that item will be removed and heard in regular order.

1. Approval of **07/18/2017** City Council Minutes.
*2. Claims List for **FY 2017**.
*3. Claims List for **FY 2018**.
*4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of **Resolution No. 18-009** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $1,337.
7. Approval to Declare Three Crown Victoria Vehicles as **Surplus**, and Authorizing Disposal of those Items.
8. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Desiree Webber, Library Director.

G. INFORMATION/REPORTS

1. City Manager

2. City Council

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1150**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-7, Partially Vacating an Easement Dedicated to the City of Mustang, which Easement is located East of and Adjacent to Lot 8 of Mitchell Addition to the City of Mustang, Canadian County, Oklahoma, According to the Recorded Plat thereof, as more particularly described in the Ordinance; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

2. **Discussion, Consideration and Possible Action** regarding Approval of Municipal Lease/Purchase of Five (5) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, **Resolution No. 18-010**, and Statement of Essential Use; Approval of initial payment of $77,289.20 to RCB Bank; and Authorizing Staff to Execute Documents.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

***Items Considered Concurrently on the MIA Agenda.**

MUSTANG CITY COUNCIL
JULY 18, 2017

The Mustang City Council met in regular session on Tuesday, July 18, 2017, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, July 14, 2017, at 3:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Adams called the meeting to order at **7:00 p.m.**

B. PLEDGE OF ALLEGIANCE/INVOCATION (John Brewer, Associate Pastor, First Baptist Church Mustang).

Pastor Brewer led the assembly in the Pledge and Invocation. He stated students were coming back from summer camps and stated there were also about 18 members going to the Amazon for a mission trip to areas not easily accessible and praying for their safety while they share Jesus.

C. ROLL CALL

Councilmembers Present:	**Leete**
	Jones
	Hagan
	Adams
Councilmembers Absent:	**Riley**
	Grider
	Schweinberg

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

John Karayianis, 616 E. Elder Lane, addressed the Council regarding candidate yard signs as well as speeding on Highway 152 and the need for a stop light or stop signs at the Castle Rock intersection. He also stated, except for Police and Fire, staff do not respond to citizens' concerns.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **07/03/2017** City Council Minutes.
2. Approval of **07/10/2017** City Council Special Meeting (Work Session) Minutes.

*3. Claims List for **FY 2017**.

*4. Claims List for **FY 2018**.

5. Approval of **Resolution No. 18-004** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $1,160.
6. Approval of **Resolution No. 18-005** Establishing the 9-1-1 Emergency Telephone Fee Rate for Calendar Year 2018.
7. Approval to Renew the Interlocal Governmental Agreement with Canadian County Sheriff's Office to **Deputize Local Law Enforcement Officers**.

MOTION was made by **Councilman Leete,** seconded by **Councilman Jones**, to approve Items F-1 through F-7 of the Consent Agenda.

AYE: **Leete, Jones, Hagan, Adams**
NAY: **None**

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated the City Manager's report was distributed to everyone this evening. He also stated Desiree Webber, Library Director, would be retiring September 8th and announced Julie Slupe would be the new Library Director. He stated she is currently the Youth Services Librarian and has been the Circulation Manager in the past stating she would assume the new role August 14th to allow for appropriate training and transition.

2. City Council

Mayor Adams asked the Councilmembers if they had anything to report in their respective Wards:

Councilman Leete did not have anything to report at this time.

Councilman Jones thanked *Assistant City Manager Battles* and Silver Star Construction for repairing a couple of pot holes in his ward stating they responded quickly and did a great job.

Councilwoman Hagan stated she attended the OEMA meeting on Thursday and was appointed to the Executive Board.

Mayor Adams stated ACOG had recessed for the summer and will start up again in August with a new Board stating he would be serving as the Chairman of the Board of Directors.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of "Food for Fines" Weeks to benefit Mustang Kiwanis Food Pantry.

   City Manager Rooney stated the Mustang Library Board of Trustees voted unanimously to implement "Food for Fines" week with Council's approval stating Library customers could donate nonperishable food items in exchange for having their fines forgiven during the two weeks of July 24 thru August 4. He stated the food items would be donated to Mustang Kiwanis to benefit their food pantry.

   Rooney stated the City may lose approximately $350 in fines revenue, but items purchased in Mustang would generate some sales tax revenue.

MOTION was made by **Councilman Leete,** seconded by **Councilwoman Hagan**, to Approve "Food for Fines" Weeks to benefit Mustang Kiwanis Food Pantry

AYE: **Leete, Jones, Hagan, Adams**
NAY: **None**

2. **Discussion, Consideration and Possible Action** regarding Rejection and Acceptance of Request for Proposals for Public Safety Software Solution.

   Police Chief Groseclose stated for the last 17 years, the City has used the Sleuth Records Management System for its reports, statistics and records stating it was no longer supported by the vendor. He stated a Request for Proposal (RFP) was issued in May and the City received two proposals: (1) Tyler Public Safety; and (2) Zuercher Technologies. He stated Tyler Public Safety did not meet bid specifications as they did not include an e-ticketing solution in their proposal nor would they be able to provide all services as a single vendor as requested in the RFP. **Groseclose** stated, as discussed in the July Work Session, the total cost of the project, including hardware, would be $514,329.01.

Groseclose introduced committee members in attendance stating Staff recommends rejecting the proposal from Tyler Public Safety, Accepting the proposal from Zuercher Technologies and recommend award to Zuercher Technologies.

MOTION was made by **Mayor Adams**, seconded by **Councilman Jones**, to Reject the Proposal from Tyler Public Safety for the Public Safety Software Solution Request for Proposals.

AYE: **Leete, Jones, Hagan, Adams**
NAY: **None**

MOTION was made by **Mayor Adams**, seconded by **Councilman Jones**, to Accept the Proposal from Zuercher Technologies for the Public Safety Software Solution Request for Proposals.

AYE: **Leete, Jones, Hagan, Adams**
NAY: **None**

3. **Discussion, Consideration and Possible Action** regarding Award of Request for Proposal for Public Safety Software Solution to Recommended Firm.

MOTION was made by **Mayor Adams**, seconded by **Councilman Leete**, to Award the Public Safety Software Solution Request for Proposals to Zuercher Technologies as recommended by Staff.

AYE: **Leete, Jones, Hagan, Adams**
NAY: **None**

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding potential purchase and acceptance of permanent and temporary easements and authorization for Mayor and City Staff to execute necessary documents to accomplish the same; and, **proposed Executive Session as authorized by 25 Okla. Stat. §307(3).**

MOTION was made by **Councilman Jones,** seconded by **Councilwoman Hagan** to adjourn to executive session.

AYE: Leete, Jones, Hagan, Adams
NAY: None

TIME ADJOURNED to Executive Session: **7:18 p.m.**

Mayor Adams called the meeting back in session at **7:24 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Leete,** seconded by **Mayor Adams** to Approve the Acceptance of Permanent Easement from BRN Mustang, LLC, and Authorization for the Mayor and Staff to execute necessary documents to complete Acceptance of Easement.

AYE: Leete, Jones, Hagan, Adams
NAY: None

K. ADJOURNMENT

MOTION was made by **Councilman Jones**, seconded by **Councilwoman Hagan**, to adjourn.

AYE: Leete, Jones, Hagan, Adams
NAY: None

The meeting was adjourned at **7:25 p.m.**

_____
Jay Adams, Mayor

Attest:

_____
Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
17-0042	01-C0245	CRAWFORD & ASSOCIATES, PC	GASB COMPLIANCE	6/2017	10804	480.00
					DEPARTMENT TOTAL:	480.00
DEPARTMENT: 11		CITY MANAGER				
17-2098	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR EASEMENT	6/2017	R517368	17.00
					DEPARTMENT TOTAL:	17.00
DEPARTMENT: 12		LIBRARY				
17-2046	01-T0103	TECH LOGIC CORPORATION	THERMAL PAPER	6/2017	15007462	142.00
					DEPARTMENT TOTAL:	142.00
DEPARTMENT: 13		PARKS AND RECREATION				
17-2086	01-B0248	TARYN BERGEN	REFUNDS	6/2017	201707245684	45.00
17-2093	01-G0123	EDWARD GRIMES	REFUNDS	6/2017	201707245681	100.00
17-2094	01-G0123	EDWARD GRIMES	REFUNDS	6/2017	201707245680	50.00
17-2095	01-J0073	ELIZABETH JEANES	REFUNDS	6/2017	201707255710	45.00
17-1847	01-K0009	KIDS PLACE DESIGNS	CHAIN & TOT SWING SEAT	6/2017	1400200767	415.20
17-2090	01-K0060	JEREMY KOPISCH	REFUNDS	6/2017	201707255711	90.00
17-2089	01-M0292	MPS FOUNDATION	REFUNDS	6/2017	201707245679	250.00
17-2050	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201707245686	10.74
17-2087	01-R0135	BRANDI RICKETTS	REFUNDS	6/2017	201707245682	45.00
17-1539	01-S0328	SPRINT SPECTRUM, LP	CELL PHONES FOR ASP	6/2017	597274785-111	113.10
17-2091	01-T0108	LINDA TUCKER	REFUNDS	6/2017	201707245683	100.00
					DEPARTMENT TOTAL:	1,264.04
DEPARTMENT: 15		GENERAL GOVERNMENT				
17-2101	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	6/2017	201707245685	3,383.87
17-1808	01-D0088	STATE OF OKLAHOMA	INMATE LABOR	6/2017	UNION CITY CCC5118	502.86
17-0081	01-P1051	PITNEY BOWES BANK, INC	BULK POSTAGE	6/2017	201707255708	1,044.96
					DEPARTMENT TOTAL:	4,931.69

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
17-2080	01-M0288	RAWLINGS SPORTING GOODS CO.	SUPPLIES & AWARDS	6/2017	84275085	653.47
					DEPARTMENT TOTAL:	653.47
DEPARTMENT: 20		AQUATICS				
17-1722	01-R0049	REDLANDS COMMUNITY COLLEGE	RENTAL OF POOL	6/2017	5015	385.00
					DEPARTMENT TOTAL:	385.00
DEPARTMENT: 41		POLICE				
17-1369	01-C0232	COPS PRODUCTS	UNIFORM ORDER FOR NEW HIR	6/2017	20174785	464.67
17-1698	01-C0232	COPS PRODUCTS	UNIFORM ORDER FOR NEW HIR	6/2017	20175162	638.62
					DEPARTMENT TOTAL:	1,103.29
DEPARTMENT: 51		FIRE				
17-2023	01-A0067	ALERT - ALL CORPORATION	FIRE PREVENTION MATERIALS	6/2017	217060324	500.00
17-1912	01-C0065	CASCO INDUSTRIES, INCORPORA	FIRE HOSE	6/2017	183763	2,856.00
17-1849	01-L0038	TOM LEWIS	TUITION REIMBURSMENT	6/2017	201707275734	330.00
17-1848	01-W0056	ANDREW J WILLRATH	TUITION REIMBURSEMENT	6/2017	201707275736	700.00
					DEPARTMENT TOTAL:	4,386.00
DEPARTMENT: 61		STREETS				
17-2050	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2017	201707245686	53.32
					DEPARTMENT TOTAL:	53.32
					FUND TOTAL:	13,415.81

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
18-0007	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	8/2017	201707245692	1,600.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	20.00
					DEPARTMENT TOTAL:	1,620.00
DEPARTMENT: 11		CITY MANAGER				
18-0070	01-C0020	CANADIAN COUNTY CLERK	FILING FEES ON EASEMENTS	7/2017	R517364	28.00
18-0121	01-M0001	STAR COMMUNICATION CORPORAT	LEGAL PUBLICATIONS	7/2017	4611	161.81
18-0120	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	7/2017	MT602968	107.25
18-0423	01-P0099	PRINCIPAL LIFE INSURANCE CO	RETIREE INSURANCE	7/2017	201707275724	155.24
18-0430	01-P0099	PRINCIPAL LIFE INSURANCE CO	RETIREE INSURANCE	7/2017	201707275725	146.58
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	60.00
18-0448	01-S2020	SINGLETON & ASSOCIATES, L.L	APPRAISAL ON PROPERTY	7/2017	201707275747	1,000.00
18-0422	01-U0220	USAVISION, INC	RETIREE INSURANCE	7/2017	201707275727	29.25
18-0429	01-U0220	USAVISION, INC	RETIREE INSURANCE	7/2017	201707275726	29.25
18-0203	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	7/2017	201707275728	443.22
					DEPARTMENT TOTAL:	2,160.60
DEPARTMENT: 12		LIBRARY				
18-0307	01-B0123	PROMOTION, INC.	ONE YEAR SUBSCRIPTION	7/2017	S31254	324.00
18-0302	01-B1023	BTAC ACQUISITION CORP.	NONFICTION BOOKS FOR COLL	7/2017	5014619800	32.64
18-0300	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLE	7/2017	95209649	62.77
18-0311	01-O0145	THE OKLAHOMA PUBLISHING COM	SATURDAY - SUNDAY SUBSCR	7/2017	201707255713	364.00
18-0306	01-R0084	REUBEN ROBERT FLEDRICKS	COMPUTER CLASS	7/2017	201707255714	100.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	10.00
18-0412	01-S0333	JANET S. SCHWEINFURTH	BOOKS OF CHILD SAFETY	7/2017	201707275730	40.00
18-0293	01-T0142	THE LIBRARY CORPORATION	LS SOFTWARE MAINT. & SUPP	7/2017	2017070098	10,167.00
18-0297	01-W0016	DOW JONES & COMPANY, INC	ONE YEAR SUBSCRIPTION	7/2017	201707255715	443.88
18-0298	01-W0170	KATHLEEN WILCOXSON	STUDY OF BIBLICAL WRITING	7/2017	201707255716	300.00
18-0335	01-Y0040	YUKON TROPHY & AWARDS INC	NAME BADGES	7/2017	717161	18.15
					DEPARTMENT TOTAL:	11,862.44

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARKS AND RECREATION				
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	7/2017	201707245688	87.00
18-0267	01-B0227	MARTINEZ ENTERPRISE	FIELD TRIP FOR CAMP	7/2017	150	462.00
18-0234	01-B1019	BEN E. KEITH COMPANY	SNACKS FOR CAMP	7/2017	63575623	417.17
18-0273	01-C1562	RUTH ELAINE COUTS	BELL CHOIR LESSONS	7/2017	201707275729	60.00
18-0251	01-N0008	NASCO HEALTHCARE INC.	STARTER BEAMS SET, BALL	7/2017	503256	220.18
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	7/2017	201707245700	15.39
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	125.00
18-0408	01-R0153	REACH SPORTS MARKETING GRO	UREACH PLAYERS CUSTOMIZATI	7/2017	49893	588.00
18-0389	01-S0328	SPRINT SPECTRUM, LP	CELL PHONES	7/2017	597274785A	43.04
18-0252	01-T0107	TRANGLE, INC	TRIANGLE KIT	7/2017	201707275732	250.00
18-0409	01-T0107	TRANGLE, INC	SHIPPING FOR ORDER	7/2017	201707275731	80.00
					DEPARTMENT TOTAL:	2,347.78
DEPARTMENT: 15		GENERAL GOVERNMENT				
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	7/2017	201707245688	133.00
18-0075	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	7/2017	201707245698	3,158.26
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	7/2017	025-196677	250.00
18-0011	01-K0053	KG HOLDINGS, LP/WEP LAND HO	STAGE PAYBACK INCENTIVE	8/2017	201707245693	4,833.34
18-0010	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER PAYBACK INCENT	8/2017	201707245694	5,000.00
18-0146	01-P1051	PITNEY BOWES BANK, INC	BULK POSTAGE	7/2017	201707255709	3,465.60
18-0156	01-S0306	SETH B SHAY	PEST CONTROL SERVICE	7/2017	01458	600.00
18-0161	01-S0330	STREETS LLC	HVAC MAINTENANCE	7/2017	S44-717	3,269.25
					DEPARTMENT TOTAL:	20,709.45
DEPARTMENT: 18		TOWN CENTER				
18-0324	01-A0060	CHARRICK ASSOCIATES	REPAIRS TO HANDICAP DOOR	7/2017	F77567	745.00
18-0348	01-E0086	ENGINEERED EQUIPMENT INC.	FILTERS FOR HVAC	7/2017	477190	84.20
18-0352	01-E0086	ENGINEERED EQUIPMENT INC.	FILTERS FOR HVAC	7/2017	477190A	100.00
18-0318	01-L0052	LOCKE SUPPLY CO	LIGHT BULBS	7/2017	31954873-00	326.46
18-0346	01-M0128	MAC FIRE SYSTEMS, INC	MOVE SMOKE DETECTOR	7/2017	124323	236.00
18-0341	01-M0256	MEDLEY MATERIAL HANDLING CO	PREVENTATIVE MAINTENANCE	7/2017	PS10739434	300.86
18-0275	01-P0055	PLUMBCO, INC	REPAIR OF RESTROOM	7/2017	201707245701	920.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	25.00
18-0428	01-R0153	REACH SPORTS MARKETING GRO	UTV'S MEDIA	7/2017	49947	225.00
18-0353	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS TO LIGHTS	7/2017	3385	200.00
18-0279	01-S1165	INTERLINE BRANDS, INC	SUPPLIES FOR T.C.	7/2017	406494609	66.04
18-0323	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	7/2017	406343020	2,255.56
					DEPARTMENT TOTAL:	5,484.12

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
18-0229	01-B1019	BEN E. KEITH COMPANY	FOOD FOR CONCESSION	7/2017	63574806	2,853.68
18-0230	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSION	7/2017	6740945	982.37
18-0222	01-M1000	MAZZIO'S MUSTANG INC	PIZZA FOR CONCESSION	7/2017	731784	622.00
18-0221	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	7/2017	81688562	1,722.01
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	60.00
18-0338	01-R0107	RODGERS FROZEN TREATS, LLC	MINI MELTS FOR CONCESSION	7/2017	1819-3	560.00
18-0408	01-R0153	REACH SPORTS MARKETING GROU	REACH PLAYERS CUSTOMIZATI	7/2017	49893	800.00
18-0225	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES FOR C	7/2017	407079391	757.98
18-0383	01-S8858	SHATWELL'S TURF MANAGEMENT	WEED CONTROL FOR COMPLEX	7/2017	201707265721	1,925.00
					DEPARTMENT TOTAL:	10,283.04
DEPARTMENT: 20		AQUATICS				
18-0250	01-O0227	OVERHEAD DOOR COMPANY OF OK	OVERHEAD DOOR @ AQUATIC	7/2017	2629525	1,402.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	20.00
18-0238	01-S9983	SUNBELT POOLS, INC	CHLORINE FOR AQUATIC	7/2017	30025-1	3,175.47
					DEPARTMENT TOTAL:	4,597.47
DEPARTMENT: 21		FINANCE				
18-0119	01-M0234	MUSTANG TIMES	ANNUAL SUBSCRIPTION	7/2017	201707245699	22.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	45.00
					DEPARTMENT TOTAL:	67.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
18-0432	01-A0152	AMERICAN PLANNING ASSOCIATI	SUBSCRIPTION TO APA	7/2017	201707275738	225.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	75.00
18-0180	01-X0004	JOHN RYCZKOWSKI	MOWING & CLEANING ABATEME	7/2017	201707245703	1,325.00
					DEPARTMENT TOTAL:	1,625.00
DEPARTMENT: 41		POLICE				
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	7/2017	181615	132.60
18-0096	01-F4474	FIRETROL PROTECTION SYSTEMS	MISC. REPAIRS	7/2017	100485024	57.00
18-0200	01-H0139	JON RICHARD DILLINGER	BUSINESS CARDS	7/2017	0617-050	1,085.50
18-0126	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	7/2017	7-7-17	627.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	745.00
18-0364	01-S0266	SOUTHERN TIRE MART	TIRE ORDER	7/2017	47209834	1,430.40
18-0150	01-S0330	STREETS LLC	HEAT & AIR ANNUAL AGREEME	7/2017	s43/43b-717	5,130.00
18-0162	01-T0105	TROY INDUSTRIES, INC.	FRONT & REAR SIGHTS	7/2017	75415	3,740.00
					DEPARTMENT TOTAL:	12,947.50

FUND: 01 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL CONTROL				
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	10.00
18-0281	01-S0206	STOLZ TELECOM, LLC	REMOVE EMERGENCY EQUIPMEN	7/2017	2592	1,399.95
					DEPARTMENT TOTAL:	1,409.95
DEPARTMENT: 51		FIRE				
18-0370	01-C0065	CASCO INDUSTRIES, INCORPORA	REPAIR PARTS FOR HOSE REE	7/2017	184218	259.25
18-0190	01-C1012	JOHN I. GARCIA	LAWN SPRAYING	7/2017	49850	135.00
18-0434	01-L0038	TOM LEWIS	TUITION REMIMBURSEMENT	7/2017	201707275737	330.00
18-0380	01-O0100	OKLAHOMA FIREFIGHTERS PENSIN	NEW VOLUNTEERS PENSION	7/2017	201707245707	60.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245697	890.00
18-0362	01-T1087	THOMAS ENERGY SYSTEMS, INC	REPLACE HOSE ON AIR MACHI	7/2017	941560	75.00
18-0191	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWEL SERVICE	7/2017	825 1204243	41.45
					DEPARTMENT TOTAL:	1,790.70
DEPARTMENT: 61		STREETS				
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	7/2017	201707245700	77.71
					DEPARTMENT TOTAL:	77.71
					FUND TOTAL:	76,982.76

FUND: 05 - PARK IMPROVEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-0387	01-S1002	STERLING J. BEECROFT, LLC	REPAIR TO POWER OUTLET IN	7/2017	3384	227.00
					DEPARTMENT TOTAL:	227.00
					FUND TOTAL:	227.00

FUND: 06 - ENFORCE OF ALCOHOL LAWS SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		ENFORCE OF ALCOHOL LAWS				
18-0319	01-C0285	CLAY SMITH	E-COLLAR FOR K-9 LEX	7/2017	MUST0716	310.00
					DEPARTMENT TOTAL:	310.00
					FUND TOTAL:	310.00

FUND: 07 - LIBRARY FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
18-0385	01-C0128	CITY OF MUSTANG	POOL RENTAL, CUPS	7/2017	201707245689	763.08
					DEPARTMENT TOTAL:	763.08
					FUND TOTAL:	763.08

FUND: 39 - LIMITED PURPOSE SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
18-0342	01-00275	OPTION TECHNOLOGIES	COUNCIL VOTING SOFTWARE	7/2017	13142	2,803.53
18-0337	01-S0093	SMART TECHNOLOGIES, INC	COMPUTER & MONITOR FOR CO	7/2017	717365	1,511.83
					DEPARTMENT TOTAL:	4,315.36
DEPARTMENT: 19		BALL COMPLEX				
18-0312	01-L0067	LUBER BROS., INC	UTILITY CART FOR COMPLEX	7/2017	162439	6,250.00
					DEPARTMENT TOTAL:	6,250.00
					FUND TOTAL:	10,565.36

FUND: 69 - RISK MANAGEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-0440	01-E0007	EMERGENCY PHYSICIANS OF MID	WORKERS COMP CLAIM	7/2017	201707275741	686.26
18-0438	01-E0063	EXCEL THERAPY SPECIALISTS-O	WORKERS COMP CLAIM	7/2017	201707275739	1,036.36
18-0443	01-I1032	INTEGRIS CARDIOVASCULAR PHY	WORKERS COMP CLAIM	7/2017	201707275744	81.26
18-0445	01-M0240	HEALTHSMART BENEFITS SOLUTI	WORKERS COMP CLAIM	7/2017	201707275746	420.00
18-0439	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	7/2017	201707275740	755.33
18-0444	01-O1050	OK RADIOLOGY GROUP, PC	WORKERS COMP CLAIM	7/2017	201707275745	174.82
18-0441	01-S0255	SSM HEALTH CARE OF OKLAHOMA	WORKERS COMP CLAIM	7/2017	201707275742	1,120.82
18-0442	01-S0263	YUKON MEDICAL IMAGING, LLC	WORKERS COMP CLAIM	7/2017	201707275743	715.04
					DEPARTMENT TOTAL:	4,989.89
					FUND TOTAL:	4,989.89
					GRAND TOTAL:	341,741.56

JULY 2017 VISA

DEPT		
511	CITY MANAGER	$ 500.00
512	LIBRARY	$ 4,000.00
513	PARKS & RECREATION	$ 8,000.00
515	GENERAL GOVERNMENT	$ 4,000.00
518	TOWN CENTER	$ 6,000.00
521	FINANCE	$ 200.00
531	COMM. DEV.	$ 1,500.00
541	POLICE	$ 4,000.00
551	FIRE	$ 6,000.00
TOTAL		$ 34,200.00

July 2017 PAYROLL

DEPT		
501	CITY ATTORNEY	$ 8,264.69
511	CITY MANAGER	$ 29,690.39
512	LIBRARY	$ 32,758.74
513	PARKS & RECREATION	$ 84,459.52
518	TOWN CENTER	$ 4,962.58
519	BALL COMPLEX	$ 17,866.19
520	AQUATICS	$ 54,138.18
521	FINANCE	$ 43,186.12
531	COMMUNITY DEVELOPMENT	$ 35,255.58
541	POLICE	$ 225,582.61
542	ANIMAL CONTROL	$ 2,987.33
543	OHSO GRANT	$ 4,218.23
551	FIRE	$ 199,610.13
TOTAL		$ 742,980.29

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-4

2. **DATE:** August 1, 2017

3. **TITLE:** Approval to turn past due utility accounts over to the collection agency

4. **COUNCIL ACTION:** Approve or Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is $2,216.31 excluding collection agency fees.

7. **STAFF SOURCE:** Janet Watts, Finance Director

8. **FINANCIAL IMPACT:** Bad debt write-off of $2,216.31

9. **STAFF COMMENTS:** Recommends turning accounts over to collections.

10. **CITY ATTORNEY'S COMMENTS:**

11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS
08/01/2017

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
18-0528-04	BARNES, BECKY	1842 E SH 152	325 PLUM STREET APT 7	$ 45.70		
START DATE:		MUSTANG, OK 73064	RED WING, MN 55066			
FINAL DATE:						
13-0362-06	BROADUS, BRANDON	312 N SHEFIELD WAY	312 N SHEFIELD WAY	$ 99.13		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
11-0024-13	DUTTON, MICHAEL	334 W CEDAR DR	334 W CEDAR DR	$ 259.86		
START DATE:	HARTLESS, CAROLYN	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
23-0296-02	FIELDS, CARRIE	601 N GERONIMO WAY	601 N GERONIMO WAY	$ 217.51		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
13-0507-08	GRANTZ, KENNETH & MACHELLE	413 W PINES WAY	7901 S COUNCIL RD #270	$ 124.64		
START DATE:		MUSTANG, OK 73064	OKC, OK 73169			
FINAL DATE:						
08-0078-05	LAWSON, TONY	658 W HILLCREST DR	2504 LINDEN AVE	$ 78.98		
START DATE:		MUSTANG, OK 73064	NORMAN, OK 73072			
FINAL DATE:						
09-0251-13	ROSE, MICHAEL	821 W PERRY DR	821 W PERRY DR	$ 175.33		
START DATE:	MERVYN, JENNIFER	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
17-0070-11	MULLINS, TERESA	711 S LINDEN COURT LN	2873 BIENVILLE BLVD	$ 27.00		
START DATE:		MUSTANG, OK 73064	OCEAN SPRINGS, MS 39564			
FINAL DATE:						
04-0074-00	ORTON, ROY	606 N ROBIN WAY	805 N FIELDSTONE WAY	$ 60.78		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
01-0332-01	PIERCE, MICHAEL & WENDY	105 S NELSON DR	105 S NELSON DR	$ 119.16		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
22-0659-07	RICHARDSON, JEROD	408 E RALEIGH TERR	408 E RALEIGH TERR	$ 129.57		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
13-0006-04	STEGEMAN, NEALL	113 W BRANCHES WAY	436 SE 53RD ST	$ 48.51		
START DATE:		MUSTANG, OK 73064	OKC, OK 73129			
FINAL DATE:						
21-0217-10	VAILLANCOURT, LARRY	2006 EAST HILL TERR	2006 EAST HILL TERR	$ 161.45		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
08-0106-04	WATTERS, KELSEY	614 W FOREST DR	614 W FOREST DR	$ 350.17		
START DATE:		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
09-0218-05	COX, CHRIS	713 W PERRY DR	713 W PERRY DR	$ 186.13		
START DATE:	WILES, MICHELLE	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:						
09-0257-05	WILSON, AMY	830 W PERRY DR	409 NW PONTATOC	$ 132.39		
START DATE:		MUSTANG, OK 73064	MINCO, OK 73059			
FINAL DATE:						
ACCOUNTS: 16			TOTALS:	$ 2,216.31	$ 775.71	$ 2,992.02

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-5
2. **MEETING DATE:** August 1, 2017
3. **TITLE:** Approval to turn past due library accounts over to collection agency.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**
   The attached library accounts are past due and need to be sent to collections. The total balance is $183.29 excluding collection agency fees.
7. **FINANCIAL IMPACT:**
   Inventory loss of $183.29
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Desiree Webber, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for July, 2017

	A	B	C	D	E
1	**Acct #**	**NAME/RESPONSIBLE PARTY**	**CITY, STATE, ZIP**	**BOOK BALANCE**	
2	005435	Shauna M. Mills	Mustang, OK 73064	$127.32	
3	0066981	Kristina R. Birchfield	El Reno, OK 73036	$55.97	
4					
5					
6					
7					
8					
9					
10					
11					
12			TOTAL FOR INDIVIDUALS	$183.29	
13					
14			TOTAL FOR ILL	0.00	
15					
16			OVERALL TOTAL	183.29	
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-6

2. **MEETING DATE:** August 1, 2017

3. **TITLE:**
   Discussion, Consideration and Possible Action to Approve Resolution No. 18-009 for a Budget Supplemental in the Library Fund for the Fiscal Year 2017-2018.

4. **COUNCIL ACTION:** Approve/Deny

5. **INITIATOR:** Janet Watts, Finance Director

6. **BACKGROUND:**
   The Library Department received $1,337 from Oklahoma State Aid – Department of Libraries for fiscal year 2017 State Aid Grant (10%). The Mustang Public Library met the requirements of the original grant and received the remaining ten percent that was withheld. The grant monies will be used to (partially) fund a Teen Services Assistant position.

   A supplemental appropriation to increase the Library Fund in the amount of $1,337 to be appropriated in fiscal year 2018.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

9. **STAFF SOURCE:** Desiree Webber, Library Director

10. **ORDINANCE /RESOLUTION NO. 18-009**

RESOLUTION NO. 18-009

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY $1,337.

WHEREAS, the Library Department received $1,337 from Oklahoma State Aid – Department of Libraries for fiscal year 2017 State Aid Grant (10%). The Mustang Public Library met the requirements of the original grant and received the remaining ten percent that was withheld. The grant monies will be used to (partially) fund a Teen Services Assistant position;

WHEREAS, the Council desires to appropriate funds;

NOW THEREFORE, BE IT RESOLVED, by the Council that the following supplemental appropriation be made:

SUPPLEMENTAL APPROPRIATION

Revenues:	
State Aid Grants (07-45112)	$1,337
Expenditures:	
State Aid Expense (07-507-5630)	$1,337
Total	$1,337

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **1st** day of **August 2017**.

_____

Mayor

ATTEST:

_____

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F. 7

2. **MEETING DATE:** August 1, 2017

3. **TITLE:** Declaring Three Crown Victoria Vehicles as Surplus, and Authorizing Disposal of Those Items

4. **COUNCIL ACTION:** Approve/Deny

5. **INITIATOR:** Robert Groseclose, Chief of Police

6. **BACKGROUND:** The three Crown Victoria Vehicles listed for surplus are being replaced with new vehicles, and no longer serve any purpose for the City of Mustang.

7. **FINANCIAL IMPACT:** None

8. **STAFF COMMENTS:** It is the staff's recommendation these vehicles be donated to smaller jurisdictions. The donations would be at no cost to the City of Mustang (i.e., transportation etc).
Staff recommends acceptance/approval

9. **STAFF SOURCE:** Robert Groseclose, Police Chief

10. **ORDINANCE /RESOLUTION NO.**

CITY OF MUSTANG

Vehicles to be declared as Surplus Property
August 1, 2017

Asset#	Unit	Year	Make	Model	VIN#
2249	197	2009	Ford	Crown Victoria	2FAHP71V09X136831
2250	198	2009	Ford	Crown Victoria	2FAHP71V49X136833
2248	199	2009	Ford	Crown Victoria	2FAHP71V29X136832

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: August 1, 2017

3. TITLE: Desiree Webber, Library Director will retire September 8, 2017 after more than 15 years of service to the City of Mustang.

4. COUNCIL ACTION: Approve or Deny

5. INITIATOR: Human Resources Department

6. BACKGROUND: The Oklahoma Municipal Retirement Fund requires all OMRF retirement applications to be submitted to the City Council. Ms. Webber meets the qualifications set forth by the plan to receive her retirement at this time.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Laura Anderson, HR Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: August 1, 2017

3. TITLE: AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 90, OF THE CODE OF ORDINANCES OF THE CITY OF MUSTANG, OKLAHOMA, BY ADDING SECTION 90-7, PARTIALLY VACATING AN EASEMENT DEDICATED TO THE CITY OF MUSTANG, WHICH EASEMENT IS LOCATED EAST OF AND ADJACENT TO LOT 8 OF MITCHELL ADDITION TO THE CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

4. COUNCIL ACTION: Approval or Disapproval of Ordinance Vacating Public Easement

5. INITIATOR: Community Development Department

6. Project Description: Jerry and Lisa Bailey of 1830 E Lily Lane and Terry Payne of 1904 E Lily Lane have submitted an application for vacation of a right-of-way easement in Mitchell Addition. There is an undeveloped 60-foot right of way between the two properties. The west half has been maintained by the Baileys and the east half is heavily treed. The south end of this right of way area dead-ends into a residential property to the south, so there would be no need to develop this area in the future.

The City of Mustang does not have any utilities in this area. A public hearing notice for the vacation was sent to all property owners within 300 feet, and to all utility franchisees within the city.

ONG and Cox Communications have both sent letters of no objections, which are attached.

The initial reading of this ordinance was completed at the June 20, 2017 City Council meeting.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval of this application to vacate the right-of-way easement. There are no city utilities in this easement, and the gas and cable companies have not objected to the vacation. No protests were received from neighboring property owners.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. 1150

ORDINANCE 1150

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 90, OF THE CODE OF ORDINANCES OF THE CITY OF MUSTANG, OKLAHOMA, BY ADDING SECTION 90-7, PARTIALLY VACATING AN EASEMENT DEDICATED TO THE CITY OF MUSTANG, WHICH EASEMENT IS LOCATED EAST OF AND ADJACENT TO LOT 8 OF MITCHELL ADDITION TO THE CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA:

SECTION 1. AMENDMENT

That Chapter 90 of the Code of Ordinances of the City of Mustang, Oklahoma, be and hereby is amended by adding Section 90-7 to read as follows:

Section 90-7. Vacation of Easement East of and Adjacent to Lot 8 of Mitchell Addition, an addition to the City of Mustang, Canadian County, Oklahoma, according to the recorded plat thereof.

A. The Final Plat for Mitchell Addition, an addition to the City of Mustang, was recorded on April 28, 1962, with the County Clerk of Canadian County, State of Oklahoma (hereinafter, the "Plat").

B. Pursuant to ordinances of the City of Mustang, and by operation of law, the Plat dedicated to the City of Mustang, and the City of Mustang accepted the public dedication of, *inter alia*, an easement for street purposes, which easement extends south of the terminus point of South Mitchell Lane, with a width of Sixty (60) feet and a length of approximately 299.5 feet along the east side of said Lot 8 (hereinafter, the "Easement"), and more particularly described as follows:

A tract of land being a part of Mitchell Addition, an addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:
COMMENCING at the Northeast Corner of Lot Eight (8), Mitchell Addition;
Thence N 89°58'39" E along a distance of 30.00 feet to the centerline of South Mitchell Lane said point being the POINT OF BEGINNING;
Thence, N 89°58'39" E along a distance of 30.00 feet to a point on the East line of the recorded plat of Mitchell Addition;
Thence, S 00°17'36" E along the East line of said recorded plat of Mitchell Addition, a distance of 299.52 feet to the Southeast corner of said recorded plat of Mitchell Addition;
Thence, N 90°00'00" W along the South line of said recorded plat of Mitchell Addition, a distance of 30.00 feet to a point on the centerline of South Mitchell Lane;
Thence, N 00°17'36" W along the centerline of South Mitchell Lane, a distance of 299.51 feet to the POINT OF BEGINNING.
Said tract having an area of 8985.53 Square Feet, 0.206 Acres, more or less.

-and-

A tract of land being a part of Mitchell Addition, an addition to Mustang, Canadian County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:
BEGINNING at the Northeast Corner of Lot Eight (8), Mitchell Addition;
Thence N 89°58'39" E along a distance of 30.00 feet to the centerline of South Mitchell Lane;
Thence, S 00°17'36" E along the centerline of South Mitchell Lane, a distance of 299.51 feet to a point on the South line of said Mitchell Addition;
Thence, N 90°00'00" W along the South line of said Mitchell Addition, a distance of 30.00 feet to the Southeast corner of said Lot Eight (8);
Thence, N 00°17'36" W along the East line of said Lot Eight (8), a distance of 299.50 feet to the POINT OF BEGINNING.
Said tract having an area of 8985.18 Square Feet, 0.206 Acres, more or less.

C. The South 299.50 feet of South Mitchell Lane has not been completed as a street, the City of Mustang does not currently occupy the Easement for utility purposes, and has no future intentions to use the Easement. The City of Mustang believes it to be necessary and expedient to, and hereby does, vacate the Easement.

D. At least 30 days prior notice has been given by the City Clerk to holders of franchises or others determined by the City Council to have a special right or privilege to use the public way or easement, and to all owners of record, as shown by the current year's tax rolls in the office of the county treasurer, abutting the public way or easement, and to owners of record of property within 300 feet of the Easement.

E. The City of Mustang reserves the absolute right to reopen the Easement without expense to the City, and this ordinance shall not affect the right to maintain, repair, reconstruct, operate or remove utilities, public service corporations, franchise holders, or transmission company facilities or services therein, nor shall such closing affect private ways existing by operation of law.

SECTION 2. REPEALER

All former ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the City of Mustang and inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED AND APPROVED and Emergency Clause voted upon separately and passed and approved this 1st day of August, 2017.

_____
Mayor

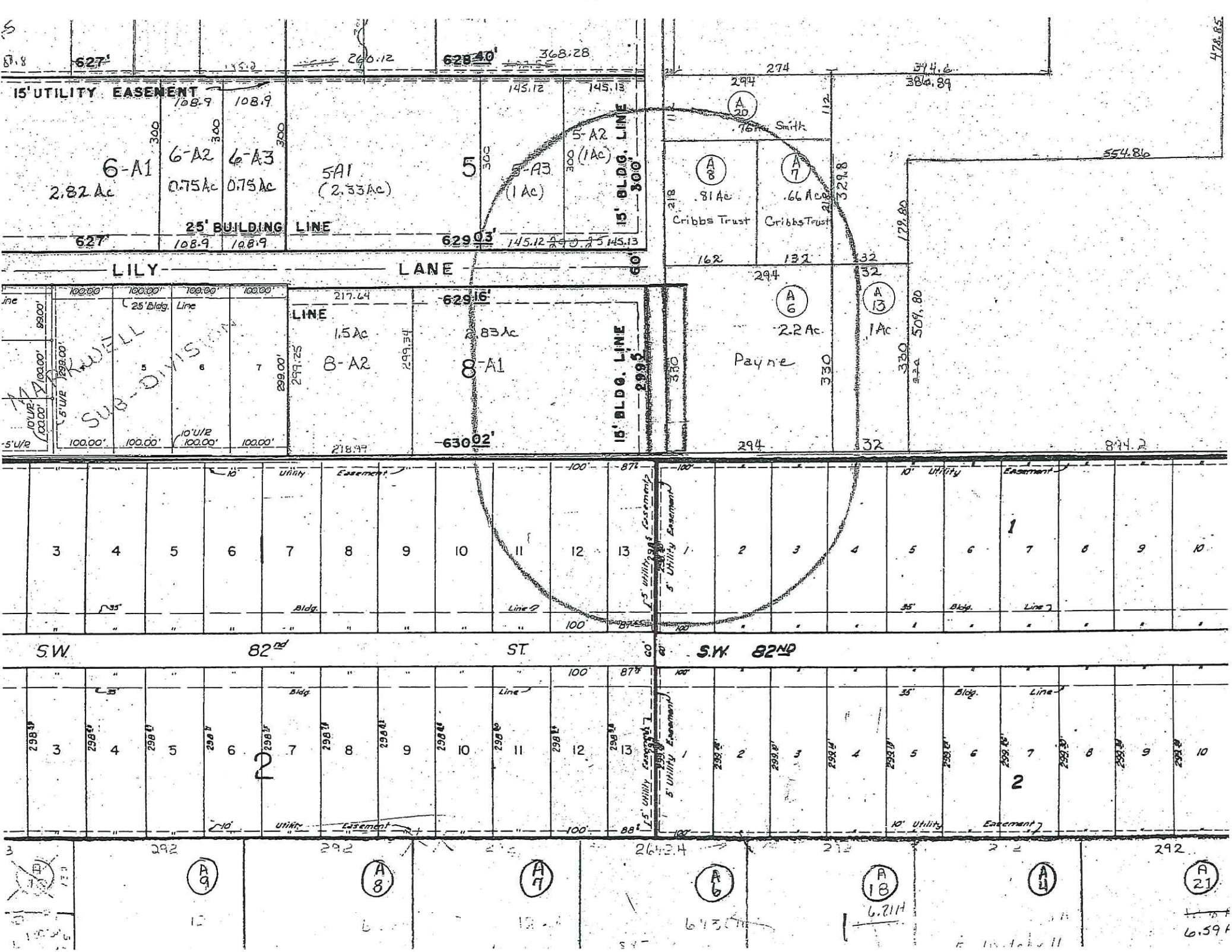
ATTEST:

_____
City Clerk

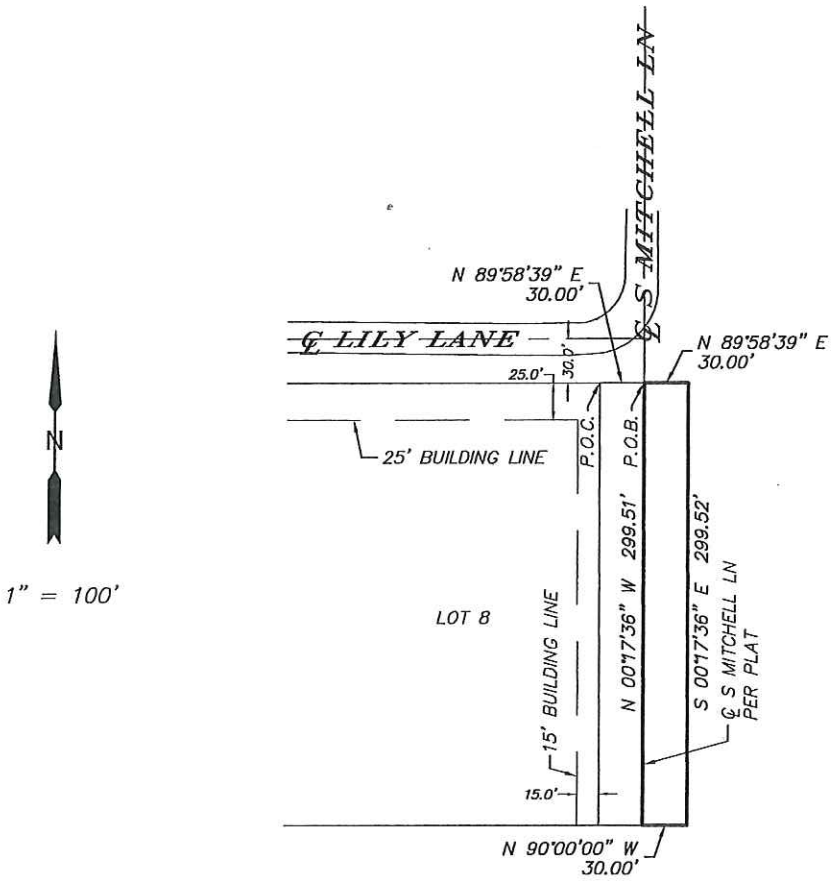
APPROVED as to form this 1st day of August, 2017.

_____
City Attorney


S Mitchell Ln
E Lily Ln
Approximate Area
for Vacation
© 2017 Google
Google Earth


15' UTILITY EASEMENT
6-A1
2.82 Ac
6-A2
0.75 Ac
6-A3
0.75 Ac
5A1
(2.33 Ac)
5
5-A2
(1 Ac)
5-A3
(1 Ac)
25' BUILDING LINE
15' BLDG. LINE
300'
LILY LANE
60'
KUELL SUB-DIVISION
8-A2
1.5 Ac
8-A1
.83 Ac
Payne
2.2 Ac.
.81 Ac
Cribbs Trust
.66 Ac
Cribbs Trust
.76 Ac
Smith
A 20
A 8
A 7
A 6
A 13
1 Ac
S.W. 82nd ST.
S.W. 82ND
10' Utility Easement
5' Utility Easement
35' Bldg. Line
627°
629°03'
629°16'
630°02'
6.71H
6.59H

EASEMENT EXHIBIT

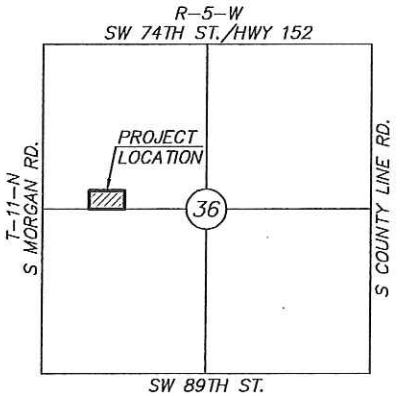


LEGAL DESCRIPTION

Legal description prepared by Ryan R. Doudican, RPLS 1591, 5/31/2017. Basis of bearing is S 90°00'00" W along the South line of the Northwest Quarter (NW/4), Section Thrirty-six (36), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma.

A tract of land being a part of Mitchell Addition, an addition to Mustang, Canadian County, Oklahoma according to the recorded plat thereof, being more particularly described as follows:
COMMENCING at the Northeast corner of Lot Eight (8), Mitchell Addition;
Thence N 89°58'39" E a distance of 30.00 feet to the centerline of South Mitchell Lane said point being the POINT OF BEGINNING;
Thence N 89°58'39" E a distance of 30.00 feet to a point on the East line of the recorded plat of Mitchell Addition;
Thence S 00°17'36" E along the East line of said recorded plat of Mitchell Addition, a distance of 299.52 feet to the Southeast corner of said recorded plat of Mitchell Addition;
Thence N 90°00'00" W along the South line of said recorded plat of Mitchell Addition, a distance of 30.00 feet to a point on the centerline of South Mitchell Lane;
Thence N 00°17'36" W along the centerline of South Mitchell Lane, a distance of 299.51 feet to the POINT OF BEGINNING.

Said tract having an area of 8985.53 Square Feet, 0.206 Acres, more or less.



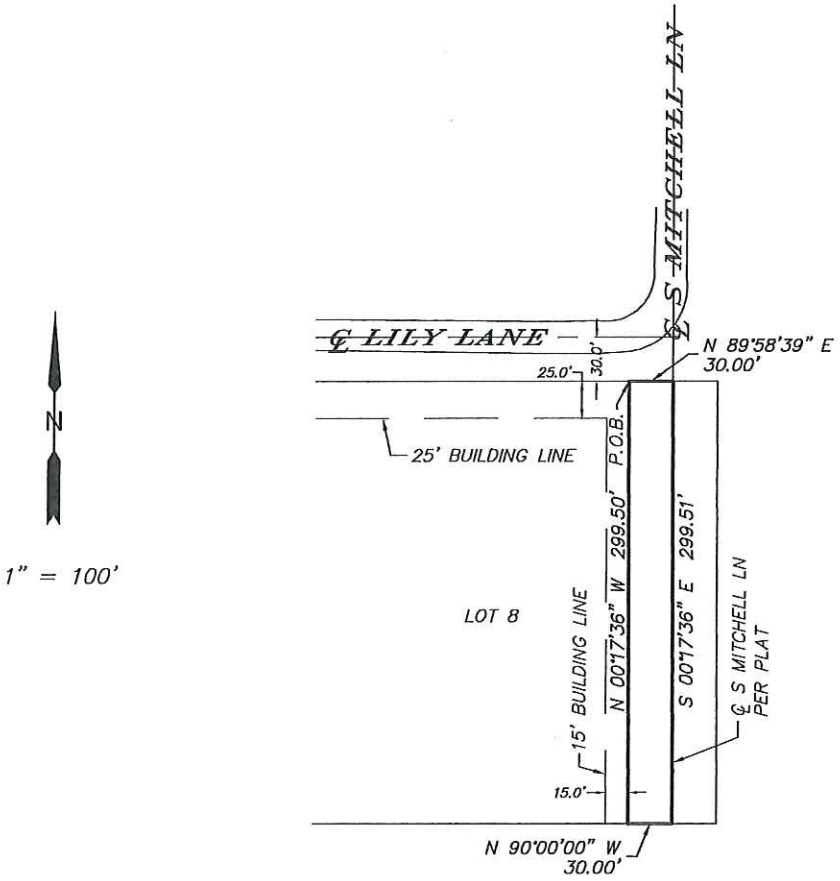
This document is an easement exhibit only and is not a boundary survey.

OKLAHOMA SURVEY CO

12509 S. 71ST EAST AVE. BIXBY, OK 74008
(405) 821-5656 CA#4717 EXP. 30 JUNE 2017

EASEMENT EXHIBIT 1830 E. LILY LANE MUSTANG, OK 73064 CANADIAN COUNTY OKLAHOMA	SCALE 1"=100' DATE: 5/31/2017 SHEET 1 OF 1 PROJECT NO. 2629

EASEMENT EXHIBIT

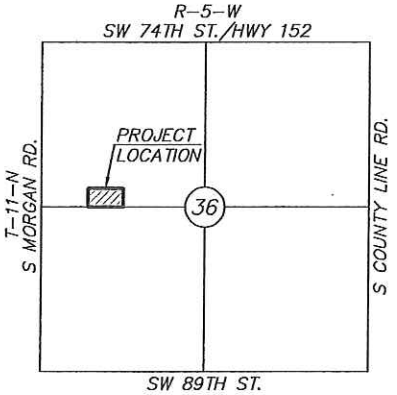


LEGAL DESCRIPTION

Legal description prepared by Ryan R. Doudican, RPLS 1591, 3/27/2017. Basis of bearing is S 90°00'00" W along the South line of the Northwest Quarter (NW/4), Section Thrirty-six (36), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma.

A tract of land being a part of Mitchell Addition, an addition to Mustang, Canadian County, Oklahoma according to the recorded plat thereof, being more particularly described as follows:
BEGINNING at the Northeast corner of Lot Eight (8), Mitchell Addition;
Thence N 89°58'39" E a distance of 30.00 feet to the centerline of South Mitchell Lane;
Thence S 00°17'36" E along the centerline of said South Mitchell Lane, a distance of 299.51 feet to a point on the South line of said Mitchell Addition;
Thence N 90°00'00" W along the South line of said Mitchell Addition, a distance of 30.00 feet to the Southeast corner of said Lot Eight (8);
Thence N 00°17'36" W along the East line of said Lot Eight (8), a distance of 299.50 feet to the POINT OF BEGINNING.

Said tract having an area of 8985.18 Square Feet, 0.206 Acres, more or less.



This document is an easement exhibit only and is not a boundary survey.

OKLAHOMA SURVEY CO

12509 S. 71ST EAST AVE. BIXBY, OK 74008
(405) 821-5656 CA#4717 EXP. 30 JUNE 2017

EASEMENT EXHIBIT 1830 E. LILY LANE MUSTANG, OK 73064 CANADIAN COUNTY OKLAHOMA	SCALE 1"=100' DATE: 3/27/2017 SHEET 1 OF 1 PROJECT NO. 2629

PUBLIC HEARING NOTICE OF THE MUSTANG CITY COUNCIL

On Tuesday, August 1, 2017, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N. Mustang Road, a Public Hearing will be conducted on the following:

APPROVAL OF ORDINANCE TO VACATE PUBLIC EASEMENT

LOCATION: **Between 1830 E Lily Lane and 1904 E Lily Lane**
APPLICATION BY: **Jerry & Lisa Bailey**
PROPERTY OWNER: **Jerry & Lisa Bailey**

ADDRESS OF PROPERTY: 1830 E Lily Lane and 1904 E Lily Lane

LEGAL DESCRIPTION OF EASEMENT TO BE VACATED:

A Tract of Land being a part of Mitchell Addition, an Addition to Mustang, Canadian County, Oklahoma, according to the Recorded Plat thereof, being more particularly described as follows: Beginning at the Northeast Corner of Lot Eight (8), Mitchell Addition; Thence N89°58'39"E a distance of 30.00 feet to the centerline of South Mitchell Lane; Thence S00°17'36"E along the Centerline of said South Mitchell Lane, a distance of 299.51 feet to a Point on the South Line of said Mitchell Addition; Thence 90°00'00"W along the South line of said Mitchell Addition, a distance of 30.00 feet to the Southeast Corner of said Lot Eight (8); Thence N00°17'36"W along the East Line of said Lot Eight (8) a distance of 299.50 feet to the Point of Beginning. –AND-

A Tract of Land being a part of Mitchell Addition, an Addition to Mustang, Canadian County, Oklahoma, according to the Recorded Plat thereof, being more particularly described as follows: Commencing at the Northeast Corner of Lot Eight (8), Mitchell Addition; Thence N89°58'39"E a distance of 30.00 feet to the Centerline of South Mitchell Lane said point being the point of beginning; Thence N89°58'39"E a distance of 30.00 feet to a point on the East Line of the Recorded Plat of Mitchell Addition; Thence S00°17'36"E along the East Line of said Recorded Plat of Mitchell Addition, a distance of 299.52 feet to the Southeast Corner of said Recorded Plat of Mitchell Addition; Thence N90°00'00"W along the South Line of said Recorded Plat of Mitchell Addition, a distance of 30.00 feet to a point on the Centerline of South Mitchell Lane; Thence N00°17'36"W along the Centerline of South Mitchell Lane, a distance of 299.51 feet to the Point of Beginning.

As an interested property owner or franchisee your comments are invited at the public hearing for or against the request. You may file a written petition or offer oral argument and evidence for or against granting the request. Please feel free to call the Community Development Department at 376-9873 between 8:30 a.m. and 5:00 p.m. to make inquires about the application.

"The City of Mustang encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodation. The City may waive the 48-hour rule if signing is not the necessary accommodation."

Sincerely,

Melissa Helsel, AICP, Director, Community Development

Melissa Helsel

From: Cypert, Ann (CCI-Central Region-CON) <Ann.Cypert@cox.com>
Sent: Monday, July 03, 2017 10:28 AM
To: Melissa Helsel
Subject: Notice to Vacate 1830 and 1904 E Lily Ln
Attachments: Between 1830 and 1904 E Lily Lnbd .pdf

Good morning, Ms. Helsel,

I have received the notice to vacate regarding the above noted property. Cox has no facilities within the described tract and does not object to the vacate. I am attaching a letter for your reference. Please let me know if you need anything else.

Have a nice day!

Ann Cypert
Right of Way Agent – Contract
Desk: 405-605-1440
Cell: 405-625-5455
ann.cypert@cox.com

If you do not receive a response within 24 hours, please email: OKRightofWay@cox.com

Oklahoma Natural Gas
A Division of ONE Gas

4901 N. Santa Fe
Oklahoma City, OK. 73118
oklahomanaturalgas.com

July 17, 2017

Melissa Helsel, AICP
Director, Community Development
City of Mustang
mhelsel@cityofmustang.org

Re: Application for ordinance to vacate public easement by Jerry & Lisa Bailey located between 1830 E. Lily Land and 1904 E. Lily Lane

Dear Ms. Helsel,

Oklahoma Natural Gas Company does not object to the City of Mustang, Oklahoma issuing a vacation action for the above referenced.

However, we do have existing gas mains in the area. We do request that the 811 One-Call System (840-5032) be contacted a minimum of forty-eight (48) hours prior to any construction being done. We also ask that you allow a two-foot (2') separation from any of our lines and future access to stated gas lines. If you should need any of our lines relocated to accommodate your excavation an estimate will be prepared for you.

If we can be of further assistance, please let us know.

Sincerely,

Drew Nixon

Drew Nixon
Right of Way and Damages Agent II

CITY OF MUSTANG

AGENDA COMMENTARY

1. ITEM: H-2

2. MEETING DATE: August 1, 2017

3. TITLE: Approval of Municipal Lease/Purchase Agreement with RCB Bank for a three (3) year lease/purchase agreement for five (5) police vehicles and approval of initial payment of $77,289.20 to RCB Bank.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Robert Groseclose Chief of Police

6. BACKGROUND: The FY 18 City of Mustang Police Budget includes funding in the amount of $77,289.20 (FY18); in the Limited Purpose Fund for the first year lease/purchase of five police vehicles including necessary emergency equipment and installation for these vehicles, 17/18 budget includes funding in the amount of $76,500.

Research has shown RCB Bank to offer the lowest finance rate of 2.53% for a three (3) year lease-purchase agreement. Banks and other financial institutions in the Mustang area were surveyed and it was determined that none could match or reduce the rate offered by RCB Bank.

Attached for your information and review, is an initial Municipal Lease/Purchase Agreement with Amortization Schedule that upon approval by the City Council, would allow for the lease/purchase of five (5) Chevrolet Tahoe Police Vehicles plus added necessary emergency equipment and installation, all with base vehicle pricing in compliance with current Oklahoma State Purchasing Contract SW50035.

Staff recommends approval of this agreement.

7. FINANCIAL IMPACT: $77,289.20 (FY18); remaining two years, $77,289.20 each year. (Total $231,867.60). The Limited Purpose fund balance will absorb the shortfall of $789.20

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE Robert Groseclose, Chief of Police

10. ORDINANCE / RESOLUTION NO. 18-010

CITY OF MUSTANG, OKLAHOMA
LEASE PURCHASE AGREEMENT FOR EQUIPMENT

LEASE #2710895

THIS AGREEMENT IS MADE ON THIS 1st DAY OF AUGUST, 2017, BY AND BETWEEN THE CITY OF MUSTANG, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, THE LESSOR LEASES TO THE LESSEE THE FOLLOWING DESCRIBED EQUIPMENT, ALL OF WHICH SHALL BE DESIGNATED THROUGHOUT THIS INSTRUMENT AS THE "EQUIPMENT":

MAKE	MODEL	DESCRIPTION	QUANTITY	UNIT PRICE	LEASE PURCHASE PRICE
Chevy	Tahoe	SUV	5		$159,317.00
Equipment package from Stolz Telecom To Up-fit all 5 Tahoe's					$ 17,554.02
Plus Attorney review fee of $175.00 and title fee of $100.0					$ 275.00
Total Lease Purchase price to include equipment from Exhibit "G" and fees					**$ 225,854.09**

PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE. NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY. TO SECURE PAYMENT OF ALL LESSEE'S OBLIGATIONS UNDER THIS AGREEMENT, LESSEE HEREBY GRANTS TO LESSOR A SECURITY INTEREST CONSTITUTING A FIRST LIEN ON THE EQUIPMENT AND ON ALL ADDITIONS, ATTACHMENTS AND ACCESSIONS THERETO, SUBSTITUTIONS THEREFOR AND PROCEEDS THEREFROM. LESSEE AGREES TO EXECUTE SUCH ADDITIONAL DOCUMENTS, IN REASONABLE FORM SATISFACTORY TO LESSOR, WHICH LESSOR DEEMS NECESSARY OR APPROPRIATE TO ESTABLISH ITS SECURITY INTEREST IN THE EQUIPMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL OF ALL CALCULATED LEASE PAYMENTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT, PLUS 1.60% SIMPLE INTEREST ON THE UNPAID BALANCE AS OF EACH PAYMENT DATE AND ATTORNEY REVIEW FEE AND TITLES NOT TO EXCEED $275.00.

II. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, ON JUNE 30 FOLLOWING THE COMMENCEMENT DATE.

III. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED ONE SUCCESSIVE OPTION TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR (JULY 1 THROUGH JUNE 30) EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF 12 MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS, PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLELY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE TERM OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT. LESSOR SHALL FURTHER DELIVER TO LESSEE A BILL OF SALE FOR THE EQUIPMENT AND SHALL, WITHIN TWENTY (20) DAYS OF THE LAST PAYMENT DUE HEREUNDER, RELEASE ANY LIEN OR OTHER ENCUMBRANCE ON THE EQUIPMENT.

IV. TITLE TO EQUIPMENT

UPON ACCEPTANCE OF THE EQUIPMENT BY LESSEE, TITLE TO THE EQUIPMENT SHALL VEST IN LESSEE SUBJECT TO LESSOR'S RIGHTS UNDER THIS AGREEMENT. TITLE SHALL VEST IN LESSEE, AND LESSEE SHALL IMMEDIATELY SURRENDER POSSESSION OF THE EQUIPMENT TO LESSOR, UPON (a) ANY TERMINATION OF THIS AGREEMENT OTHER THAN TERMINATION PURSUANT TO PARAGRAPH III OR (b) THE OCCURANCE OF AN EVENT OF DEFAULT. LESSEE SHALL EXECUTE AND DELIVER ANY SUCH INSTRUMENTS AS LESSOR MAY REASONABLY REQUEST TO TRANSFER LEGAL TITLE TO AND OWNERSHIP OF THE EQUIPMENT TO LESSOR UPON TERMINATION OF LESSEE'S INTEREST IN THE EQUIPMENT.

V. OPTION TO PURCHASE

IN THE EVENT THE LESSEE SHALL HAVE EXERCISED ALL OF ITS OPTIONS FOR RENEWAL OF THIS LEASE AS PROVIDED IN PARAGRAPH IV, ABOVE, UPON TENDER OF THE LAST LEASE PAYMENT DUE UNDER THE LAST RENEWAL TERM, THE LESSEE SHALL ACQUIRE ALL OF LESSOR'S INTEREST IN THE EQUIPMENT, AND THE EQUIPMENT SHALL THEREAFTER BE OWNED BY LESSEE FREE AND CLEAR OF ANY INTEREST OR LIEN OF LESSOR. IN THE ALTERNATIVE, THE LESSEE, AT ITS SOLE AND EXCLUSIVE OPTION, MAY PURCHASE THE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS LEASE OR DURING ANY RENEWAL TERM AS PROVIDED BY PARAGRAPH IV, ABOVE, GIVING WRITTEN NOTICE TO THE LESSOR OR LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF THE BALANCE SHOWN DUE ON THE SCHEDULE ATTACHED HERETO AS OF THE NEXT LEASE PAYMENT DUE DATE FOR THE EQUIPMENT. IN NO EVENT SHALL THIS LEASE BE EXTENDED TO CAUSE LESSEE TO PAY MORE THAN THE PURCHASE PRICE FOR THE EQUIPMENT PLUS INTEREST SHOWN ON THE SCHEDULE ATTACHED HERETO.

VI. DELIVERY AND RETURN OF EQUIPMENT

THE LESSEE SHALL BEAR ALL COSTS OF SHIPPING AND DELIVERING THE EQUIPMENT TO THE LESSEE. INSTALLATION COSTS, IF ANY, SHALL BE BORNE BY THE LESSEE. THE EQUIPMENT SHALL BE DELIVERED TO OR INSTALLED AT THE LOCATION DESIGNATED BY THE LESSEE.

VII. REPAIRS AND MAINTENACE

THE LESSEE SHALL MAINTAIN THE EQUIPMENT IN GOOD WORKING ORDER AND SHALL MAKE ALL NECESSARY ROUTINE ADJUSTMENTS AND REPAIRS, AS A RESULT OF FAIR WEAR AND TEAR, ALL AT THE EXPENSE OF THE LESSEE. THE LESSOR AND THE LESSEE MAY PROVIDE FOR THE MAINTENANCE AND REPAIR OF THE EQUIPMENT BY SEPARATE WRITTEN AGREEMENT, AND, IN THE EVENT THEY MAKE SUCH AGREEMENT, ITS TERMS SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS PARAGRAPH OF THIS LEASE.

VIII. TAXES

THE LESSEE SHALL FORTHWITH PAY ALL TAXES WHICH MAY BE IMPOSED UPON IT WITH RESPECT TO THE EQUIPMENT.

IX. INSURANCE

THE LESSEE SHALL OBTAIN LIABILITY, COMPHRESIVE AND COLLISION INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED. THIS INSURNACE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH.

X. PATENTS

IN THE EVENT ANY SUIT IS INSTITUTED AGAINST THE LESSEE WHICH IS BASED UPON ANY CLAIM THAT ANY OF THE EQUIPMENT IS IMPLICATED IN AN INFRINGEMENT OF ANY PROVISION OF UNITED STATES PATENT LAW, THE LESSOR SHALL, AT ITS OWN EXPENSE, DEFEND SUCH SUIT AGAINST THE LESSEE; PROVIDED, LESSEE PROVIDES THE LESSOR WITH PROMPT NOTICE OF THE INSTITUTION OF SUCH SUIT AND PERMITS THE LESSOR TO FULLY PARTICIPATE IN THE DEFENSE. THE LESSEE SHALL ALSO RETAIN THE RIGHT TO PARTICIPATE IN SUCH DEFENSE AND SHALL, IN ANY EVENT, PROVIDE THE LESSOR WITH ALL AVAILABLE INFORMATION, ASSISTANCE AND AUTHORITY TO ENABLE THE LESSOR TO CONDUCT THE DEFENSE. NO COMPROMISE OR SETTLEMENT OF SUCH SUIT RESULTING IN A JUDGMENT AGAINST THE LESSEE SHALL OBLIGATE OR BIND THE LESSOR UNLESS THE LESSOR SHALL HAVE ACCEPTED SUCH COMPROMISE OR SETTLEMENT. THE LESSOR SHALL HAVE THE RIGHT TO ENTER INTO NEGOTIATIONS FOR AND AFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE. SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH, THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY LIABLITY ARISING FROM ANY PATENT SUIT SUCH AS IS DESCRIBED ABOVE. IN THE EVENT ANY OF THE EQUIPMENT SHALL BE HELD, IN ANY SUIT, TO CONSTITUTE AN INFRINGEMENT OF PATENT LAW, AND ITS USE SHALL BE ENJOINED, THEN THE LESSOR SHALL, AT ITS SOLE OPTION AND THE LESSOR'S EXPENSE:

1. OBTAIN FOR THE LESSEE THE RIGHT TO CONTINUE TO USE THE EQUIPMENT;
2. REPLACE OR MODIFY THE EQUIPMENT IN A MANNER ACCEPTABLE TO THE LESSEE SO THAT THE EQUIPMENT NO LONGER INFRINGES ANY PROVISION OF PATENT LAW.

XI. FUNDING

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT FUNDS TO BE PAID BY THE LESSEE UNDER THE TERMS OF THIS LEASE WILL BE AVAILABLE ONLY AS APPROPRIATED ON A FISCAL YEAR-TO-FISCAL YEAR BASIS BY PROPERLY CONSTITUTED LEGAL AUTHORITY. IN THE EVENT THAT THE LESSEE DETERMINES THAT SUFFICIENT FUNDS HAVE NOT BEEN APPROPRIATED TO MAKE THE PAYMENTS REQUIRED UNDER THE TERMS OF THE AGREEMENT, THE OBLIGATIONS OF THE LESSEE UNDER THIS AGREEMENT SHALL TERMINATE. IN SUCH EVENT, THE LESSEE SHALL GIVE PROMPT WRITTEN NOTICE OF TERMINATION TO THE LESSOR.

XII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL NOT RELIEVE THE LESSOR OF ITS RESPONSIBILTIES TO PERFORM THE DUTIES AND OBGLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIII. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE ABOVE TERMS AND CONDITIONS, THIS LEASE, TOGETHER WITH APPICABLE PURCHASE ORDERS, AND EXHIBITS, CONSTITIUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED OR TERMIATED EXCEPT AS PROVIDED IN THE ABOVE TERMS AND CONDITIONS OR BY WRITTEN AGREEMENT OF THE LESSOR AND THE LESSEE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE INVALID, IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DEEMED INVALID.

XIV. CHOICE OF LAW

THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF OKLAHOMA. IN THE EVENT ANY LITIGATION SHALL OCCUR CONCERNING THE TERMS AND CONDITIONS OF THIS LEASE OR RIGHTS AND DUTIES OF THE PARTIES, THE PARTIES AGREE THAT ANY SUCH SUIT SHALL BE MAINTAINED IN THE DISTRCT COURT IN AND FOR CANADIAN COUNTY, STATE OF OKLAHOMA.

CITY OF MUSTANG, OKLAHOMA

_____

_____

_____

ATTEST: _____

FOR THE LESSOR: RCB BANK

JASON K JOHNSON: _____

TITLE: VICE PRESIDENT

EXHIBIT "A"

August 1, 2017

To: RCB Bank, Ponca City, Oklahoma

I am employed by and serve as counsel to the City of Mustang, Oklahoma (the "Lessee"). I have examined a duly executed original of the Lease Purchase Agreement for Equipment (the "Agreement") dated August 1, 2017 by and between Lessee and RCB Bank ("Lessor"), other related documents, the Constitution of the State of Oklahoma as presently enacted and construed, and am familiar with the proceedings taken by Lessee to authorize and execute the Agreement. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, as City Attorney acting on behalf of Lessee it is my opinion that:

1. Lessee was duly organized and is a validly existing under the Constitution and laws of the State as a political subdivision of the State.

2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution No. 18-010.

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; provided, however, that no opinion is expressed as to the enforceability of the remedy limitation in paragraph X (Patents).

4. Lessee has complied with applicable public bidding requirements.

5. To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

City of Mustang

By: _____
Jonathan E. Miller, City Attorney

EXHIBIT "B" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT

Dated: August 1, 2017 Between RCB BANK
As Lessor and City of Mustang, Oklahoma as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Mustang and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

July 1 to June 30

Dated:_____

By:_____
Title: City Clerk of Lessee

EXHIBIT "C" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT
Dated August 1, 2017 between RCB Bank as Lessor and City of Mustang, Oklahoma as Lessee

RESOLUTION NO. 18-010

RESOLUTION OF GOVERNING BODY

WHEREAS, at a duly called meeting of the governing body of the City of Mustang (the "Lessee") held on August 1, 2017, the following Resolution was introduced and adopted:

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of five (5) Police units to include five, Chevy Tahoes (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor and City of Mustang as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from Hudiburg for five Chevy Tahoes and upfitting from Stolz Telecom LLC; and the Equipment will be used by Lessee for the purpose of:

City of Mustang Police Department Patrol Units

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

WHEREAS, the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

NOW, THEREFORE, BE IT RESOLVED by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Jay Adams, Mayor, Attest by Lisa Martin, City Clerk

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

This is to certify that the above and foregoing Resolution was duly **ADOPTED AND APPROVED** by the City Council and Mayor of the City of Mustang this **1st** day of **August, 2017**.

_____
Jay Adams
Mayor

Attest:

_____
Lisa Martin
City Clerk

EXHIBIT D

Exhibit Intentionally Not Included in Agreement

EXHIBIT "E" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

RCB Bank
1223 E Highland Ave.
Ponca City, Oklahoma

Re: Equipment Lease-Purchase Agreement, dated August 1, 2017 (the "Agreement") between RCB BANK ("Lessor") and City of Mustang ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
(3) Lessee is currently maintaining the required insurance coverage.
(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____, 2017

Equipment Description: Five Chevy Tahoe's with outfitting by Stolz Telcom LLC
By:_____

Title:_____

EXHIBIT "F" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT

Dated: August 1, 2017 between RCB BANK as Lessor and City of Mustang as Lessee.

STATEMENT OF ESSENTIAL USE

Lessee hereby states that the lease is duly authorized and that the equipment being leased is of essential use.

	YES	NO
1. We expect the equipment will be of essential use for the term of the lease.	☑	☐
2. Does it replace equipment that performed this (these) same function(s)?	☑	☐
3. Was this equipment chosen through competitive bidding?	☑	☐

4. Which internal fund will be used to make the lease payments? Limited Purpose Fund 39-541-5923

BY: _____

ATTEST: _____

RCB Bank – Municipal Lease Term Sheet

The following Lessee is requesting **RCB Bank** to serve as Lessor with respect to obtaining lease-purchase financing for the specified equipment acquisitions of the Lessee, as set out below. Please provide the information requested for this lease-purchase transaction to **RCB Bank**.

		Date:	8-01-17
Name of Lessee:	CITY OF MUSTANG	**TIN:**	
Contact Name:	Rob Groseclose	**Phone:**	405-376-7733
Email:	rgroseclose@cityofmustang.org	**Fax:**	
Physical Address:			
Mailing Address:			

Equip/Property Description:	5 Tahoe's with Up-fit

Vendor:	**Hudiburg**		
Vendor Contact:		**Phone:**	

Amt of Lease:	$225,854.09		3 years
Est Delivery Date:	unknown		

Interest Commences: Date set out in Amortization Schedule or as Otherwise Agreed Upon.

Nature of Lease: The lease-purchase will be between the Lessee and the successful financier. A form of the lease is available from RCB Bank.

Other Matters: RCB will use the 120b form along with our exhibits and our lease form. In addition $175 attorney review fee and $100 fee title fee will be added to lease amount.

RCB – LEASE BID / FINANCING TERMS

Equipment Lease Options

	Term	Rate		Estimated Payment Amount	Payment Structure
☒	36	2.53%	on an Actual/360 basis	$77,289.20	☐ Monthly ☒ Annual
☐			on an Actual/360 basis		☐ Monthly ☐ Annual

Name of Lessor: RCB Bank
Address of Lessor: 1223 E Highland Ave
Ponca City, OK 74601

Eastern Division

Name: Jason Johnson
Email Address: jjohnson@bankrcb.net
Phone Number: (580) 718-2754

Signature:

Fax Number: (580) 762-8964

City of Mustang

Compound Period ..... : Monthly

Nominal Annual Rate .... : 2.530 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/01/2017	225,854.09	1		
2	Attorney Opinion	08/01/2017	175.00	1		
3	Title Fee	08/01/2017	100.00	1		
4	Lease Payment	08/01/2017	77,289.20	3	Annual	08/01/2019

AMORTIZATION SCHEDULE - Normal Amortization

		Date	Lease	Attorney Opinion	Title Fee	Lease Payment	Interest	Principal	Balance
	Lease	08/01/2017	225,854.09						225,854.09
	Attorney Opinion	08/01/2017		175.00			0.00	0.00	226,029.09
	Title Fee	08/01/2017			100.00		0.00	0.00	226,129.09
	1	08/01/2017				77,289.20	0.00	77,289.20	148,839.89
2017 Totals			225,854.09	175.00	100.00	77,289.20	0.00	77,289.20	
	2	08/01/2018				77,289.20	3,809.62	73,479.58	75,360.31
2018 Totals			0.00	0.00	0.00	77,289.20	3,809.62	73,479.58	
	3	08/01/2019				77,289.20	1,928.89	75,360.31	0.00
2019 Totals			0.00	0.00	0.00	77,289.20	1,928.89	75,360.31	
Grand Totals			225,854.09	175.00	100.00	231,867.60	5,738.51	226,129.09	

City of Mustang

Last interest amount increased by 0.01 due to rounding.

MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

AUGUST 1, 2017
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

These items are considered on the Consent Agenda so that members of the Improvement Authority by unanimous consent can designate routine agenda items to be approved by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Trustees that item will be removed and heard in regular order.

1. Approval of **07/18/2017** MIA Minutes
*2. Claims List for **FY 2017**
*3. Claims List for **FY 2018**

E. INFORMATION/REPORTS

1. Trustee Manager

2. Trustees

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

***Items Considered Concurrently on the City Council Agenda.**

MUSTANG IMPROVEMENT AUTHORITY
JULY 18, 2017

The Mustang Improvement Authority met in regular session on Tuesday, July 18, 2017, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, July 14, 2017, at 3:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **7:25 p.m.**

B. ROLL CALL

Trustees Present: **Leete**
Jones
Hagan
Adams

Trustees Absent: **Riley**
Grider
Schweinberg

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **07/03/2017** MIA Minutes
*2. Claims List for **FY 2017**
*3. Claims List for **FY 2018**
4. Approval of **Resolution No. 18-006** making changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $11,615,000.
5. Approval of **Resolution No. 18-007** making changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $825,000.
6. Approval of **Resolution No. 18-008** to Establish the New 2017 Note Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by $827,000.

MOTION was made by **Trustee Leete**, seconded by **Trustee Jones**, to approve Items D-1 through D-6 of the Consent Agenda.

AYE: **Leete, Jones, Hagan, Adams**
NAY: **None**

E. INFORMATION/REPORTS

1. Trustee Manager

None.

2. Trustees

None.

F. DISCUSSION ITEMS

None.

G. CITY ATTORNEY'S REPORT

None.

G. ADJOURNMENT

MOTION was made by **Trustee Leete**, seconded by **Trustee Jones**, to adjourn.

AYE: Leete, Jones, Hagan, Adams
NAY: None

Meeting was adjourned at **7:26 p.m.**

_____
Jay Adams, Chairman

Attest:

_____
Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
17-1387	01-R0078	RED PRAIRIE DESIGN GROUP, PDESIGN & CONSTRUCTION		6/2017	201707245687	125.76
					DEPARTMENT TOTAL:	125.76
					FUND TOTAL:	125.76
					GRAND TOTAL:	13,541.57

FUND: 68 - IMPROVEMENT AUTHORITY SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
18-0003	01-B0024	BANCFIRST	2013 NOTE PAYMENT	8/2017	201707245690	94,053.92
18-0004	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	8/2017	201707245691	21,939.68
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	7/2017	025-196677A	192.00
18-0042	01-M0210	MUSTANG IMPROVEMENT AUTHORI	TRANSFER CIP FEE	8/2017	201707245695	31,000.00
18-0017	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2017	201707245696	8,333.34
18-0384	01-S0332	SMITH ROBERTS LAND SERVICES	RIGHT OF WAY & EASEMENT P	7/2017	601-05	7,800.00
					DEPARTMENT TOTAL:	163,318.94
DEPARTMENT: 78		SANITATION				
18-0130	01-O0121	O.E.M.A.	SANITATION SERVICES	7/2017	82485	84,584.53
					DEPARTMENT TOTAL:	84,584.53
					FUND TOTAL:	247,903.47