

AGENDA

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE/INVOCATION
- 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 Councilmembers that item will be removed and heard in regular order.

- 1. Approval of **06/07/16** City Council Minutes.
- *2. Claims List for **FY'16**.
- 3. Approval of **Resolution No. 16-043**, Establishing the Nine-One-One (9-1-1) Emergency Telephone Fee Rate for Calendar Year 2017.
- 4. Approval of **Resolution No. 16-044**, making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$39,864.
- 5. Approval of **Resolution No. 16-045**, making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$6,229.
- 6. Approval of **Resolution No. 16-046**, making changes in the Parks and Recreation Donation Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$3,500.
- 7. Approval to **Deny Tort Claim** by Leon Ralls, Date of Incident April 4, 2016, in the Amount of \$80.
- *8. Approval of **Tub Grinder Agreement** for Fiscal Year 2016-2017 as Submitted by Oklahoma Environmental Management Authority "OEMA".
- 9. Approval to Renew Agreement with **Mustang Public Schools** to Provide Campus School Resource Officers.
- 10. Approval to Renew Agreement for **Dispatch Services** between the Mustang Police Department and the Town of Union City.

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11. Approval to Renew the Interlocal Governmental Agreement with Canadian County Sheriff's Office to **Deputize Local Law Enforcement Officers.**
12. Approval to Renew Agreement with the Canadian County Sheriff's Office to **Hold Excess Prisoners.**
13. Approval to Renew Excess Workers' Compensation Insurance with **Midwest Employers Policy.**

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda Packet
2. City Council
 - a. Approval of Proclamation Declaring July as "**Park and Recreation Month**"
 - b. Council Reports

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1140**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "A-1" General Agricultural and Oil and Gas District to "R-1 PUD" Single Family Residential Planned Unit Development District and Declaring Repealer; Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-4-14-16-2-27, Civil Design & Survey of Oklahoma, 800-900 Block N. Sara Road)
2. **Discussion, Consideration and Possible Action** regarding Acceptance of Proposals for Comprehensive Plan Update Consulting Services.
3. **Discussion, Consideration and Possible Action** regarding Award of Contract for Comprehensive Plan Update Consulting Services.

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J. CITY ATTORNEY'S REPORT

1. **Discussion** of *David Mizirl v. City of Mustang*, Case No. M-2014-0623, Court of Criminal Appeals, State of Oklahoma; and, **Proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**
2. **Discussion, Consideration and Possible Action** Regarding the Agreement between the City of Mustang and The Fraternal Order of Police, for Fiscal Year 2016-17. **Proposed Executive Session as Authorized by 25 O.S., Section 307 (B)(1).**

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
JUNE 7, 2016**

The Mustang City Council met in regular session on Tuesday, June 7, 2016, 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, June 3, 2016, at 2:40 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 (Councilman Jones, Ward IV)

Councilman Jones led the assembly in the Pledge and Invocation.

C. ROLL CALL

Councilmembers Present:	Riley
	Leete (arrived at 7:01 pm)
	Grider
	Jones
	Hagan
	Schweinberg
	Adams

Councilmembers Absent: **None**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of 05/17/16 City Council Minutes.
- *2. Claims List for FY'16.
- *3. Approval to turn Past Due Utility Accounts over to the Collection Agency.
4. Approval to turn Past Due Library Accounts over to the Collection Agency.
5. Approval to Declare Certain Items as Surplus and Authorizing Disposal of Those Items.
- *6. Approval of Agreement to Allow Purchasing of Water by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5900 Twin Fawn Trail.

- *7. Approval of Agreement to Allow Purchasing of Water by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5816 Twin Fawn Trail.

Councilman Schweinberg requested Item F-1 be pulled from the Consent Agenda.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to approve Items F-2 thru F-7 of the Consent Agenda.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

MOTION was made by **Councilwoman Hagan**, seconded by **Councilman Jones**, to approve Item F-1 of the Consent Agenda.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

ABSTAIN: Schweinberg

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated he did not have anything to report in addition to the City Manager's report which was available on the City's website and is posted on Friday before the Tuesday City Council meetings.

2. City Council

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

Councilman Schweinberg did not have anything to report at this time and encouraged everyone to go to the Trucks and Tunes next door and enjoy the good music and food.

Councilwoman Hagan did not have anything to report at this time stating the City has a wonderful park and great to see people utilizing it, from the ball fields, to the library, to community center, all of it.

Councilman Jones did not have anything to report at this time stating the Nazarene Church dedicated their new splash pad on Sunday and everyone is invited to utilize it at no charge.

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

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

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

Mayor Adams stated City Manager Rooney addressed any issues or concerns he had stating he was very happy to have a City Manager with that talent.

H. DISCUSSION ITEMS

- *1. **Public Hearing on Fiscal Year 2016-2017** Annual Budget for the City of Mustang, the Mustang Improvement Authority and Related Funds in Accordance with State Statutes.

Mayor Adams opened the matter for Public Hearing.

There were no requests to speak.

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to close the Public Hearing.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-041**, Approving the Fiscal Year 2016-2017 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

City Manager Rooney presented a brief powerpoint presentation summarizing information provided in the Budget Work Sessions. (Powerpoint presentation is available in the Office of the City Clerk.) He stated the General Fund Ending Balance was \$1,963,316 stating sales tax revenue was projected to remain flat due to the current downturn in the economy stating Mustang has been fortunate this last year as general revenues have remained flat. He provided information regarding expenditure changes, other funds, Limited Purpose Funds along with capital outlay spending, and Mustang Improvement Authority expenditures and revenues. He stated Staff recommends approval of the FY17 budget.

Rooney thanked **Finance Director Watts** and her staff for their hard work stating this was not an easy budget to complete. He also stated all the information regarding the budget, including the powerpoints, can be found online stating the City was trying to be as transparent as possible.

Councilman Leete asked if any questions were received from the public with **Rooney** stating no.

Councilman Grider asked if the merit increases would be re-visited half-way through the fiscal year. **Rooney** stated after six months of sales tax have been received, Staff will review again to determine if any increases can be given and then reviewed again in another six months and stated Council does not need to initiate this action.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Grider**, to Approve **Resolution No. 16-041**, Approving the Fiscal Year 2016-2017 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

- *3. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Pay Application #1 for the Project titled Mustang Tower Improvements.

Assistant City Manager Battles stated two separate motions would be needed, one to approve the change order and one to approve the pay application. He stated the change order was necessary due to unexpected delays and repairs stating there was also a deduction in the cost due to pressure washing the tower instead of sandblasting.

Battles stated the original contract amount awarded to Elite Towers, Inc. was \$255,299.00 and the requested change order amount is \$33,887.76 bringing the project total to \$289,186.76. He stated the change order presented would have been similar with any contractor and total cost was still below the next lowest bidder which was \$344,300.

Councilman Leete asked if the pump downtime was the City's fault with **Battles** stating yes, due to a booster station being repaired, it delayed the draining of the water tower and the contractor had already mobilized.

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to Approve Change Order #1 for the Project titled Mustang Tower Improvements

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Grider**, to Approve Pay Application #1 for the Project titled Mustang Tower Improvements.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

4. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1139**, an Ordinance of the City of Mustang, Oklahoma (the "City"), Amending Ordinance No. 647 of the City Dated June 20, 1996, as Heretofore Amended by Ordinance No. 710 of the City Dated May 12, 1999; Providing for the Purpose of Revenues and Term of Tax; Providing for the Effective Date; Providing Remainder of Ordinance No. 647, as Heretofore Amended Remain Unchanged; Providing that the Provisions of this Ordinance are Cumulative and in Addition to Any and All Taxing Provisions of Other City Ordinances; Providing for Severability of Provisions; and Containing Other Provisions Related Thereto.

City Manager Rooney stated as discussed in the March and May Work Sessions, Ordinance No. 710 amended Ordinance No. 647 relating to the purpose of the one percent sales tax approved by voters on August 27, 1996. He stated it allowed for a 1% sales tax to pay principal of and interest on indebtedness incurred for constructing and equipping a Community Center facility, a Library, a Sports Complex, a Police facility, and an Aquatics Center. **Rooney** stated the tax is to cease when the indebtedness pays off or July 31, 2030, whichever occurred first stating due to retail growth, it is anticipated the indebtedness will be paid off June 30, 2017, which is 13 years early.

Rooney stated based on feedback received from Council at both Work Sessions, Staff has worked on language to put this measure before the voters, which has resulted in proposed Resolution No. 16-042 which calls for the election, and Ordinance No. 1139 which provides for the extension of the 1% sales tax stating it would extend the sales tax to June 30, 2030 (as originally proposed in Ordinance 710). He stated the next available date for Mustang citizens to vote on this issue is August 23, 2016 and the election must be called no later than June 8, 2016; therefore, both the Resolution and Ordinance have been placed on this agenda.

Rooney stated currently, the 1% sales tax generates \$2,475,000 annually and assuming no growth in that collection for a 13 year period, it is estimated the City of Mustang could borrow approximately \$25,000,000 to complete projects. He stated 10% of the revenue would be allocated to personnel costs related to public safety and 90% to be used for capital expenditures for the use and benefit of the City stating potential projects currently being reviewed by Staff are Public Safety, Infrastructure, Roads/Streets, and Quality of Life. He stated the City may not borrow that much, but would have to borrow money for the larger projects. **Rooney** stated to please note, the City Council is not voting to borrow money if either Resolution 16-042 or Ordinance 1139 are approved.

Rooney stated Staff is currently getting cost estimates, but not too much in detail until the vote is taken. He stated projects and goals will be discussed in the first or second meeting in July for the public. Rooney stated Staff recommends approval.

Councilwoman Hagan asked if the Resolution and Ordinance are approved this evening, if the issue would be going to a vote of the people with **Rooney** answering yes, on August 23rd.

Councilman Leete asked if the City would be providing information on the website, the papers, etc. with **Rooney** answering yes, would be placing information online, in the papers, in person, stating the Ordinance and Resolution would also be published in the newspapers.

Rooney stated it was important everyone understood this is not a new tax, it is extending the existing tax to June 30, 2030. **Mayor Adams** stated it begins when the other one pays off next year.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Hagan**, to Approve **Ordinance No. 1139**, an Ordinance of the City of Mustang, Oklahoma (the "City"), Amending Ordinance No. 647 of the City Dated June 20, 1996, as Heretofore Amended by Ordinance No. 710 of the City Dated May 12, 1999; Providing for the Purpose of Revenues and Term of Tax; Providing for the Effective Date; Providing Remainder of Ordinance No. 647, as Heretofore Amended Remain Unchanged; Providing that the Provisions of this Ordinance are Cumulative and in Addition to Any and All Taxing Provisions of Other City Ordinances; Providing for Severability of Provisions; and Containing Other Provisions Related Thereto.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

5. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-042**, Authorizing the Calling and Holding of an Election in the City of Mustang, State of Oklahoma (The "City"), for the Purpose of Submitting to the Registered Qualified Electors of Said City the Question of Approval or Rejection of Ordinance No. 1139 of the City, which Amends Ordinance No. 647 of the City dated June 20, 1996, as Heretofore Amended by Ordinance No. 710 of the City Dated May 12, 1999, by Modifying Section 2 of Ordinance No. 647 Related to the Purpose and Term of the Tax, as Heretofore Amended by Ordinance No. 710; and Containing Other Provisions Relating Thereto.

Mayor Adams stated Resolution 16-042 calls for the election as discussed in Item H-4, Ordinance 1139.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Leete**, to Approve **Resolution No. 16-042**, Authorizing the Calling and Holding of an Election in the City of Mustang, State of Oklahoma (The "City"), for the Purpose of Submitting to the Registered Qualified Electors of Said City the Question of Approval or Rejection of Ordinance No. 1139 of the City, which Amends Ordinance No. 647 of the City dated June 20, 1996, as Heretofore Amended by Ordinance No. 710 of the City Dated May 12, 1999, by Modifying Section 2 of Ordinance No. 647 Related to the Purpose and Term of the Tax, as Heretofore Amended by Ordinance No. 710; and Containing Other Provisions Relating Thereto

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

J. CITY ATTORNEY'S REPORT

1. Discussion, Consideration and Possible Action **Regarding the Agreement between the City of Mustang and The International Association of Fire Fighters, Local 4383, for Fiscal Year 2016-17.** Proposed Executive Session as Authorized by 25 O.S., Section 307 (B)(1).

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

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

TIME ADJOURNED to Executive Session: **7:25 p.m.**

MAYOR ADAMS called the meeting back in session.

Meeting was called back in session at **7:38 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Grider** to Approve the Agreement between the City of Mustang and The International Association of Fire Fighters, Local 4383, for Fiscal Year 2016-17, as presented in Executive Session.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

K. ADJOURNMENT

MOTION was made by **Councilman Grider**, seconded by **Councilman Schweinberg**, to adjourn.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

The meeting was adjourned at **7:39 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						
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY & MILEGAL SERVICES		6/2016	201606163304	2,769.37
DEPARTMENT TOTAL:						2,769.37
DEPARTMENT: 11 CITY MANAGER						
16-0035	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	6/2016	2315	254.20
16-0537	01-M0001	MUSTANG NEWS CORPORATION	ADS FOR JOB OPENINGS	6/2016	5-5-16	135.00
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY & MILEGAL SERVICES		6/2016	201606163304	624.24
16-0391	01-W0108	WORKERS ASSISTANCE PROGRAM MO. EMPLOYEE ASSISTANCE P		6/2016	57142	898.90
DEPARTMENT TOTAL:						1,912.34
DEPARTMENT: 12 LIBRARY						
16-0094	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014143597	14.87
16-0887	01-B1023	BTAC ACQUISITION CORP.	CHILDRENS MATERIALS	6/2016	5014136814	11.20
16-1577	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014136812	377.41
16-2024	01-C0269	DONNA CLARK	REFUND FOR RETURNING BOOK	6/2016	201606143273	9.99
16-1892	01-C0278	COX COMMUNICATIONS, INC.	CABLE MODEM RENTAL	6/2016	201606153292	12.50
16-1334	01-M0263	MIDWEST TAPE, LLC	DVD'S, AUDIO'S & MUSIC	6/2016	93990201	12.89
DEPARTMENT TOTAL:						438.86
DEPARTMENT: 13 PARKS AND RECREATION						
16-1864	01-B0160	VARSITY BRANDS HOLDING CO.,WHISTLES & LANYARDS		6/2016	97912848	155.82
16-1945	01-B1019	BEN E. KEITH COMPANY	SNACKS FOR CAMP	6/2016	63136286	918.02
16-1828	01-C0233	C&A ENTERPRISES BY AMY, LLC	CAMP SHIRTS	6/2016	1350	1,066.00
16-1059	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	6/2016	201606143272	44.66
16-1029	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2016	NP47638983	112.67
16-2109	01-F0120	JENNIFER FAIN	POOL PARTY REFUND	6/2016	16-00494	150.00
16-2083	01-G0120	KATIE GUADALUPE	REFUND FOR EVENT	6/2016	201606143275	20.00
16-2069	01-L0099	BRITTANY LOW	REFUND SWIMMING LESSON	6/2016	201606143276	45.00
16-2046	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201606143278	3,955.59
16-2074	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606143280	28.75
16-2104	01-T0087	CARRIE TOWERY	REFUND POOL PARTY	6/2016	95788	150.00
DEPARTMENT TOTAL:						6,646.51

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
16-2022	01-A7777	AHA CONSULTING, INC.	WEBSITE HOSTING & SUPPORT	6/2016	2010200	250.00
16-0018	01-D0088	DEPT OF CORRECTIONS	INMATE LABOR	6/2016	UNC2016-MUS-4177	93.60
16-0131	01-H0040	BILLY R HOWELL	PEST CONTROL	6/2016	201606163302	600.00
16-2054	01-00010	ONE GAS, INC.	GAS SERVICE	6/2016	201606163300	101.13
16-2046	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201606143278	650.24
16-0027	01-P0151	PITNEY BOWES EQUIPMENT MANA	LEASE PAYMENT/MAIL MACHIN	6/2016	3300537136	452.73
16-2085	01-Q0003	QUICK PRINT OF OKLAHOMA CITE	EMPLOYEE FORMS	6/2016	727897	377.25
16-0024	01-S0085	SILVER STAR CONSTRUCTION	MAINT. CONTRACT	6/2016	23937	61,660.42
16-2060	01-S0085	SILVER STAR CONSTRUCTION	MAINTENANCE CONTRACT	6/2016	23938	4,816.36
16-1166	01-S0093	SMART TECHNOLOGIES INC	MAINTENANCE AGREEMENT	6/2016	716976	3,179.95
16-0029	01-S0173	STANDLEY SYSTEMS	COPIER LEASE/USAGE	6/2016	616566	2,600.06
DEPARTMENT TOTAL:						74,781.74
DEPARTMENT: 16		TRANSFERS				
16-2015	01-G0026	GENERAL RESERVE FUND	TRANSFER TO GF RESERVE	6/2016	201606143268	5,793.39
16-2067	01-L0045	LIMITED PURPOSE FUND	SALES TAX TRANSFER	6/2016	201606143259	619.75
16-2068	01-M0210	MUSTANG IMPROVEMENT	SALES TAX TRANSFER	6/2016	201606143260	406,685.37
16-0211	01-S0205	STREET IMPROVEMENT FUND	MONTHLY TRANSFER	6/2016	201606143265	26,000.00
DEPARTMENT TOTAL:						439,098.51
DEPARTMENT: 18		TOWN CENTER				
16-1685	01-A0110	ALL SEASON BUILDING SUPPLY,	TOOLS & SUPPLIES	6/2016	67228	78.21
16-0882	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF TOWN CENTER	6/2016	82107	4,435.00
16-1305	01-C0098	COMMERCIAL SERVICES CORPORA	SERVICE CALL FOR H&A	6/2016	17582	85.00
16-1799	01-C0098	COMMERCIAL SERVICES CORPORA	H&A REPAIRS	6/2016	17522	1,789.00
16-2052	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	6/2016	201606143269	103.52
16-0489	01-K0033	KONE, INC	ELEVATOR REPAIRS	6/2016	949299006	200.32
16-1246	01-K0033	KONE, INC	SERVICE REPAIR FOR ELEVAT	6/2016	949299006-	520.85
16-2046	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201606143278	10,797.30
16-1646	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	6/2016	368444063	347.76
16-1866	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	6/2016	369136205	308.21
DEPARTMENT TOTAL:						18,665.17

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
16-1290	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES FOR COMPLEX	6/2016	62768	404.16
16-1223	01-A0131	JAMES HILLIS	PORT A POTTIES @ PARK	6/2016	15847	147.00
16-1778	01-B1019	BEN E. KEITH COMPANY	FOOD & SNACKS FOR CONCESS	6/2016	63141979B	204.53
16-1948	01-B1019	BEN E. KEITH COMPANY	FOOD & PAPER GOODS/CONCES	6/2016	63138022	3,456.31
16-2057	01-B1019	BEN E. KEITH COMPANY	FOOD FOR CONCESSIONS	6/2016	63147659	3,001.85
16-1058	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2016	NP47638983A	346.73
16-1846	01-I1119	STEPHEN WHOLESALE CO, INC.	SUPPLIES FOR CONCESSION	6/2016	6511853	569.99
16-2063	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSIONS	6/2016	6516044	2,056.65
16-1848	01-L0052	LOCKE SUPPLY CO	ZIP TIES & SUPPLIES	6/2016	28735090-00	103.83
16-1811	01-M0086	MOODY SCOREBOARDS, LLC	SCOREBOARD REPAIR	6/2016	3046	225.00
16-1427	01-M0288	RAWLINGS SPORTING GOODS CO.	SOFTBALLS - RESALE ITEMS	6/2016	83650590	1,671.90
16-1889	01-M0288	RAWLINGS SPORTING GOODS CO.	SLOWPITCH BAT - RESALE	6/2016	83653220	219.92
16-2046	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201606143278	2,527.62
16-2074	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606143280	1,946.61
16-1644	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN SUPPLIES	6/2016	20433209	1,506.37
16-1783	01-P0144	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	6/2016	28625107B	355.07
16-1947	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSIONS	6/2016	28625107C	1,589.16
16-1946	01-P0163	PIONEER MANUFACTURING COMP	PAINT FOR SPORTS COMPLEX	6/2016	597098	331.50
16-1845	01-S0258	TRAVIS E. GROOMS	REPAIR TO SPRINKLER	6/2016	3504	877.13
16-0832	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	6/2016	368444048	938.41
16-1847	01-S1165	INTERLINE BRANDS, INC	SUPPLIES FOR CONCESSIONS	6/2016	368444055	592.24
DEPARTMENT TOTAL:						23,071.98
DEPARTMENT: 20		AQUATICS				
16-2096	01-E0142	ELIFEGUARD	BACKBOARD FOR AQUATIC CEN	6/2016	61641	251.18
16-2046	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201606143278	1,256.00
16-1589	01-R0049	REDLANDS COMMUNITY COLLEGE	POOL USE FOR TRAINING	6/2016	4182016/05	260.00
DEPARTMENT TOTAL:						1,767.18
DEPARTMENT: 21		FINANCE				
16-0729	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2016	NP47638983B	12.67
DEPARTMENT TOTAL:						12.67

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-1008	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	6/2016	R459898	26.00
16-1467	01-C0020	CANADIAN COUNTY CLERK	FILING FEES - ABATEMENTS	6/2016	R459897	15.00
16-1372	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2016	NP47638983C	490.80
16-2029	01-L0070	LUTHER SIGN CO, INC.	SIGNS FOR BRONCO MEADOWS	6/2016	10702	258.68
16-1925	01-X0004	JOHN RYCZKOWSKI	MOWING & ABATEMENTS	6/2016	201606143284	895.00
16-0694	01-X0005	XTREME SOLUTION SERVICES	LLMOWING & CLEANING ABATEME	6/2016	201606143286	170.00
DEPARTMENT TOTAL:						1,855.48
DEPARTMENT: 41 POLICE						
16-0104	01-B0151	AUTO PLACE INC.	VEHICLE REPAIRS & PARTS	6/2016	8188	83.51
16-2052	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	6/2016	201606143269	266.31
16-1911	01-C0279	COMLINK	BATTERIES FOR HANDHELDS	6/2016	22872	731.78
16-0105	01-D0090	DEPT OF PUBLIC SAFETY	OLETS USER FEES	6/2016	04-1614606	350.00
16-0128	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2016	NP47638946	3,219.75
16-0100	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	6/2016	242720	205.93
16-2046	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201606143278	4,279.57
16-1788	01-S0330	STREETS LLC MECHANICAL	CONTRACTOR SUMMIT SOFTWARE	6/2016	47747	2,875.00
16-2039	01-T0099	MICHAEL J. LOVELACE	VEHICLE REPAIRS	6/2016	201606163303	250.00
16-0167	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM & JAIL CLEANING	6/2016	201606143288	403.50
DEPARTMENT TOTAL:						12,665.35
DEPARTMENT: 42 ANIMAL CONTROL						
16-0128	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2016	NP47638946	90.21
16-0182	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARIAN CHARGES	6/2016	201606153290	50.00
DEPARTMENT TOTAL:						140.21
DEPARTMENT: 51 FIRE						
16-1988	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIRS	6/2016	69593	4.20
16-2012	01-B0137	BOUNTREE MEDICAL	EMS SUPPLIES	6/2016	38440389	528.29
16-1920	01-C0065	CASCO INDUSTRIES, INC	CORROSION VALVE REPAIR	6/2016	170268	30.55
16-2020	01-C0065	CASCO INDUSTRIES, INC	CORROSION VALVE KIT E-4	6/2016	170164	90.00
16-2023	01-C0210	COUNTRY EQUIPMENT & USED	LAWN MOWER BELT	6/2016	c1154320	72.01
16-1107	01-C1118	GLOBAL BUSINESS, INC.	CLEANING OF UNIFORMS	6/2016	1102134	8.00
16-1789	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	6/2016	NP47638982	838.77
16-1831	01-J1061	WILLIAM A. JUSTICE	CPR RECERTIFICATION	6/2016	121	300.00
16-2054	01-00010	ONE GAS, INC.	GAS SERVICE	6/2016	201606163300	117.53
16-1874	01-S0093	SMART TECHNOLOGIES INC	NETWORK CONNECTION IN EOC	6/2016	716970	555.00
DEPARTMENT TOTAL:						2,544.35

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
16-2046	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201606143278	993.40
16-2044	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606143282	122.73
DEPARTMENT TOTAL:						1,116.13
FUND TOTAL:						587,485.85

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
16-1341	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014136815	37.84
16-2091	01-I0027	INTERACTIVE SCIENCES, INC.	WOWBRARY PROMOTION	6/2016	2016-6413-1	541.10
DEPARTMENT TOTAL:						578.94
FUND TOTAL:						578.94

FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-2009	01-D0081	DALLAS RICHARDSON	SOUND EQUIPMENT	6/2016	3778	500.00
16-1651	01-E0125	EDGAR CRUZ, INC.	SUMMER CONCERT	6/2016	201606143274	500.00
16-2030	01-L1008	JUSTINE LAWRENCE	PERFORMANCE	6/2016	201606143277	1,500.00
DEPARTMENT TOTAL:						2,500.00
FUND TOTAL:						2,500.00

6/16/2016 4:36 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
16-2060	01-S0085	SILVER STAR CONSTRUCTION	MAINTENANCE CONTRACT	6/2016	23938	1,515.00
DEPARTMENT TOTAL:						1,515.00
FUND TOTAL:						1,515.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
16-1720	01-R0158	R.C. SYSTEMS, INC	POS SYSTEM @ AQUATIC CENT	6/2016	16791	1,400.00
16-1353	01-S9983	SUNBELT POOLS, INC	REPAIR CRACKS IN POOL, PA	6/2016	1585	49,300.00
16-1858	01-S9983	SUNBELT POOLS, INC	PAINTING & REPAIR TO STAI	6/2016	22279-1	237.50
DEPARTMENT TOTAL:						50,937.50
DEPARTMENT: 21 FINANCE						
16-1929	01-S0093	SMART TECHNOLOGIES INC	NEW COMPUTERS	6/2016	716969	1,128.55
DEPARTMENT TOTAL:						1,128.55
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-1929	01-S0093	SMART TECHNOLOGIES INC	NEW COMPUTERS	6/2016	716969	2,257.10
DEPARTMENT TOTAL:						2,257.10
DEPARTMENT: 41 POLICE						
16-1942	01-R0031	JACK E. RAMEY	STEEL WORK ON FRONT ENTRA	6/2016	201606143289	2,500.00
DEPARTMENT TOTAL:						2,500.00
FUND TOTAL:						56,823.15

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-2105	01-C0247	CONSULTING ANESTHESIOLOGY O	WORKERS COMP CLAIM	6/2016	201606163296	694.04
16-2102	01-E0007	EMERGENCY PHYSICIANS OF MID	WORKERS COMP CLAIM	6/2016	201606163295	88.73
16-2103	01-M0240	HEALTHSMART BENEFIT SOLUTIO	WORKERS COMP CLAIM	6/2016	201606163297	280.00
16-2098	01-M0265	INDEPENDENT MEDICAL EXAMS,	WORKERS COMP CLAIM	6/2016	201606163294	583.58
16-2101	01-M0287	MCMC LLC	WORKERS COMP CLAIM	6/2016	201606163298	49.17
16-2099	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	6/2016	201606163299	52.57
16-2100	01-S1313	ST ANTHONY'S HEALTH CENTER	WORKERS COMP CLAIM	6/2016	201606163293	345.03
DEPARTMENT TOTAL:						2,093.12
FUND TOTAL:						2,093.12
GRAND TOTAL:						1,425,485.56

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-3
2. MEETING DATE: June 21, 2016
3. TITLE: Approval of Resolution 16-043, Establishing the 9-1-1
Emergency Telephone Fee Rate for Calendar Year 2017.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND:

To enable collection of the authorized serve fee on landline telephone bills to pay for the 9-1-1 service, each local government must approve a resolution on an annual basis, setting the actual fee and through 9-1-1 ACOG, notify the appropriate ILEC or CLEC telephone companies by September 1, 2016.

This resolution establishes the rate for 9-1-1 Emergency Telephone Service Fee for the calendar year 2017 at three percent, which pays for the overall system cost for the Calendar year. 9-1-1 service fees collected by wireless and VoIP providers are established under a separate statute and are not relevant under this resolution.

This rate is the same as the current calendar year.

7. FINANCIAL IMPACT:
8. STAFF COMMENTS:
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / Resolution No. 16-043
ORDINANCE NO.

RESOLUTION NO. 16-043

A RESOLUTION OF THE CITY OF MUSTANG ESTABLISHING THE NINE-ONE-ONE (9-1-1) EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2017.

WHEREAS, the voters and/or governing body of the **City of Mustang** have approved the acquisition and operation of an emergency telephone service together with the levy or imposition of user fee/tax for such services; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One (911) Emergency Act, 63 O.S. Supp., 1987, Section 2811 et. seq., as amended.

NOW, THEREFORE BE IT RESOLVED by the **City Council** of the **City of Mustang** that it does, hereby establish the rate for the Nine-One-One (9-1-1) Emergency Telephone Service fee for the calendar year 2017 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said City in accordance with said Act beginning January 1, 2017.

Adopted and Approved by the City Council of the City of Mustang this **21st** day of **June, 2016**.

Mayor

ATTEST:

City Clerk



9-1-1 association of central oklahoma governments

Chair Jay Adams
Mustang Mayor

Vice-Chair Ken Bartlett
Del City Councilmember

Secretary/Treasurer Mark Hamm
Moore Councilmember

Executive Director
John G. Johnson

MEMORANDUM

DATE: June 1, 2016

TO: City Council/Board of Trustees/City Clerks and County Commissioners

FROM: John G. Johnson, Executive Director

SUBJECT: 9-1-1 Service Fee Resolution for Calendar Year 2017

Your City Council/Board of Trustees or County Commission will need to give immediate consideration to the attached resolution/ordinance relating to providing 9-1-1 service during calendar year 2017. The resolution pertains to establishment of the 9-1-1 service fee rate to be collected through the landline (traditional) telephone bills for the calendar year 2017.

Fees collected by wireless and VoIP phone companies are established under a separate statute and are not covered by this resolution/ordinance.

To enable collection of the locally authorized service fee on landline telephone bills to pay for 9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee *and* through 9-1-1 ACOG, notify the appropriate ILEC or CLEC telephone companies by September 1, 2016.

Please mail a signed copy of your approved resolution before August 1 to:

Barbara Hurdman, 9-1-1 ACOG
9-1-1 Association of Central Oklahoma Governments
21 E. Main Street, Suite 100, Oklahoma City, Oklahoma, 73104

If you have any questions, please contact Barbara Hurdman, 234-2264.



9-1-1 association of central oklahoma governments

Chair Jay Adams
Mustang Mayor

Vice-Chair Mark Hamm
Moore Councilmember

Secretary/Treasurer Ken Bartlett
Del City Vice-Mayor

Executive Director
John G. Johnson

MEMORANDUM

DATE: May 26, 2016

TO: 9-1-1 ACOG Board of Directors

FROM: Brent Hawkinson, 9-1-1 & Public Safety Division Director

SUBJECT: Calendar Year 2017 9-1-1 Service Fee Resolution for Consideration by
Council/Board of Trustees or County Commission

INFORMATION: Under the Oklahoma 9-1-1 Emergency Number Act, to enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee and through 9-1-1 ACOG, notify the appropriate Incumbent Local Exchange Carriers (ILEC) or Competitive Local Exchange Carriers (CLEC) telephone service providers by September 1, 2016.

It is staff's recommendation for calendar year 2017 to maintain the landline service fees at their current rates.

9-1-1 service fees collected by wireless and VoIP providers are established under a separate statute and are not relevant under this resolution.

9-1-1 ACOG will provide information and an example of a Resolution/Ordinance form to each of the 9-1-1 ACOG member entities to assist in preparing their resolution establishing the 9-1-1 Service Fee for calendar year 2017.

Action Requested: Motion to approve staff's recommendation to maintain the landline service fees at their current rates.

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-4
2. **MEETING DATE:** June 21, 2016
3. **TITLE:** Discussion, Consideration and Possible Action to Approve Resolution No. 16-044 for a Budget Supplemental in the General Fund for Fiscal Year 2015-2016.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**

The City received FEMA reimbursement in the amount of \$39,864. The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The reimbursement is for 80% of eligible costs associated with incident period of November 27-29, 2015.

A supplemental appropriation to increase the General Fund in the amount of \$39,864 to be appropriated in fiscal year 2016.
7. **FINANCIAL IMPACT:**
8. **STAFF COMMENTS:**
9. **STAFF SOURCE:** Janet Watts, Finance Director
10. **ORDINANCE /RESOLUTION NO.** 16-044

RESOLUTION NO. 16-044

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$39,864.

WHEREAS, The City received FEMA reimbursement in the amount of \$39,864. The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The reimbursement is for 80% of eligible costs associated with incident period of November 27-29, 2015;

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:	
Grants (01-45111)	\$39,864
Expenditures:	
Fund Balance Reserved for Emergencies (01-515-5555)	<u>\$39,864</u>
Total	<u>\$39,864</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **21st** day of **June 2016**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: June 21, 2016

3. TITLE: Discussion, Consideration and Possible Action to Approve Resolution No. 16-045 for a Budget Supplemental in the General Fund for Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The City is eligible for State reimbursement in the amount of \$6,229 (two year average waiting period). The eligible percentage is 12.5% of costs associated with incident period of November 27-29, 2015. The City will recognize the revenue as income (revenue accrual) in fiscal year 2016 to offset the costs associated with this event.

A supplemental appropriation to increase the General Fund in the amount of \$6,229 to be appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-045

RESOLUTION NO. 16-045

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$6,229.

WHEREAS, The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The City is eligible for State reimbursement in the amount of \$6,229 (two year average waiting period). The eligible percentage is 12.5% of costs associated with incident period of November 27-29, 2015. The City will recognize the revenue as income (revenue accrual) in fiscal year 2016 to offset the costs associated with this event;

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:	
Grants (01-45111)	\$6,229
Expenditures:	
Fund Balance Reserved for Emergencies (01-515-5555)	<u>\$6,229</u>
Total	<u>\$6,229</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **21st** day of **June 2016**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. **ITEM NO.** F-6
2. **MEETING DATE:** June 21, 2016
3. **TITLE:** Approval of Resolution No. 16-046 supplementing the Parks and Recreation donation fund for donations to parks and recreation programming.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Jean Heasley, Assistant Parks and Recreation Director
6. **BACKGROUND:**

The Parks Department has offered businesses the opportunity to sponsor events. The sponsorships will go to pay for supplies, entertainment, and activities at various special events
7. **FINANCIAL IMPACT:** \$3,500
8. **STAFF COMMENTS:** Staff recommends approval
9. **STAFF SOURCE:** Jean Heasley, Assistant Parks and Recreation Director

RESOLUTION NO. 16-046

**A RESOLUTION TO MAKE CHANGES IN THE PARKS AND RECREATION
DONATION FUND BUDGET BY MAKING A SUPPLEMENTAL
APPROPRIATION TO INCREASE THE 2015-2016 YEAR BUDGET BY \$ 3,500**

WHEREAS, the City has received sponsorships for park programming; and

WHEREAS, the City Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Donations (11-45100)	\$3,500
Expenditures:	
Park programming (11-500-5302)	<u>\$ 3,500</u>
Total	<u>\$ 3,500</u>

This is to certify that the above and foregoing Resolution was duly **ADOPTED** and **APPROVED** by the Mayor and City Council this **the 21st day of June**.

ATTEST:

City Clerk

Mayor

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-7
2. MEETING DATE: June 21, 2016
3. TITLE: Approval to deny Tort Claim by Leon Ralls, date of incident April 4, 2016, in the amount of \$80.00.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND:

Claimant, Leon Ralls, submitted this tort claim April 15, 2016, for a sewer backup stating the plumber ran their line who stated tree roots were in the City's lines. Claim was submitted to the Oklahoma Municipal Assurance Group (OMAG) who investigated the claim and recommended it be denied, stating they found no liability on the City's part regarding this incident. OMAG stated Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system meaning a municipality is not automatically liable for damages to property which result from a sanitary sewer overflow. They stated a municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred. The claimant will have 180 days after notification of denial to file any lawsuit.

7. FINANCIAL IMPACT:
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE NO.



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 1, 2016

City of Mustang
Attn: Lisa Martin
1501 N. Mustang Road
Mustang, OK 73064

RE: Member : City of Mustang
Claimant : Leon Ralls
Date of Loss : 4/4/2016
Claim No. : 201892-ME

Dear Ms. Martin:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Mustang that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Mustang. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 7/14/16, you must deny this claim in writing before 7/14/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Mary Ellis, CPCU, AIC
Claims Supervisor



Oklahoma Municipal Assurance Group

P.O. Box 691719 • Tulsa, OK 74169 • 405/657-1402 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 1, 2016

Mr. and Mrs. Leon Ralls
440 W. Elder
Mustang, OK 73064

RE: Member : City of Mustang
 Claimant : Leon or Lenora Ralls
 Date of Loss : 4/4/16
 Claim No. : 201892-ME

Dear Mr. and Mrs. Ralls:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Mustang, I am recommending denial of this claim and find no liability on the City's part.

Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property, which result from a sanitary sewer overflow. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

The City of Mustang would not be liable for a plumber bill incurred prior to the City being notified of a sewer problem.

Severn Trent, who handles sewer line maintenance for the City of Mustang, recently used a camera to review the sewer lines in your area. Their video showed the sewer main to be in good condition with nominal root intrusions. It did show what Severn Trent called "a fairly common problem in this area" – a homeowner's lateral line full of roots. We are aware that you replaced your lateral in October 2014. It is unknown what caused the sewer blockage on 4/4/16.

Sincerely,

Mary Ellis, CPCU, AIC
Claims Supervisor

cc: City of Mustang

NOTICE OF TORT CLAIM**OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN****A. CLAIMANT REPORT**To the City of Mustang
Public entity you are filing this claim against.**PLEASE PRINT OR TYPE AND SIGN**

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Leon Ralls CLAIMANT(S) SOCIAL SECURITY #
 ADDRESS 440 W. Elder CLAIMANT(S) DATE OF BIRTH
Mustang OK 73264 PHONE: HOME (405) 376-3104
Cell 405-833-1425 Cont

1. DATE AND TIME OF INCIDENT 4/4/16 11 a.m. (2:00) p.m. for a
2. LOCATION OF INCIDENT 440 W. Elder
3. DESCRIBE INCIDENT Sewer backup called plumber he ran down line
said on city, this has happen before, a few times because of
tree roots in city sewer

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**BODILY INJURY:** WAS CLAIMANT INJURED? YES ___ NO ☒ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ☒ If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY..... \$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME _____ BODY TYPE _____ YEAR _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL PROPERTY \$ _____

5. NAME OF YOUR INSURANCE CO. _____ POLICY NO. _____ AMOUNT CLAIMED _____ AMOUNT RECEIVED _____

6. The names of any witnesses known to you.

Name _____ Address _____ Phone Number _____

Name _____ Address _____ Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.TOTAL CLAIM \$ 80.00SIGNATURE(S) Leon RallsDATE 4-15-16

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Edmond call 657-1400

This Notice of Tort Claim was received by Lisa Martin
(Title) City Clerk, on April 15, 20 16

For further information on this claim contact Dennis Merrill
(Title) Dept. Head, Severn Trent, by telephone at (405) 376-7710
Cell 405-651-0611

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Lisa Martin Date 4-15, 20 16

Title: City Clerk
AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013-5581
Fax (405) 657-1401

PHONE 376-2273

37158

Federal ID# 731241722

SIGNATURE

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-8
2. MEETING DATE: June 21, 2016
3. TITLE: Approval of Tub Grinder Agreement for Fiscal Year 2016-2107 as Submitted by Oklahoma Environmental Management Authority "OEMA"
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

This is a renewal agreement for the rental of the tub grinder. The City uses OEMA's Tub Grinder and other equipment to grind tree limbs, yard waste material and brush debris. OEMA will provide personnel to transport OEMA's Tub Grinder and other necessary equipment to the City of Mustang.

This agreement shall be effective upon the execution by all parties and shall continue for a term of three (3) years thereafter.

7. **FINANCIAL IMPACT:** Rate of \$475.00 per hour for transportation and operation of the Grinder.
8. **STAFF COMMENTS:** Recommends Approval
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager
10. **ORDINANCE NO.** NA

TUB GRINDER AGREEMENT

THIS TUB GRINDER AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2016, by and between the OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY, ("OEMA"), and the CITY OF MUSTANG ("City" or "Town"), WITNESSETH:

WHEREAS, OEMA was organized by Trust Indenture dated March 9, 1971, which Indenture as amended is incorporated herein by this reference; and

WHEREAS, OEMA is a public trust organized pursuant to Title 60, Section 176 et seq. of the Oklahoma statutes; and

WHEREAS, City desires to contract with OEMA for the use of OEMA's Tub Grinder and other equipment to grind tree limbs, yard waste material and brush debris; and

WHEREAS, OEMA owns the equipment and has the expertise to grind tree limbs, yard waste material and brush debris; and

WHEREAS, the parties hereto are "public agencies" as defined in the Interlocal Cooperation Act set forth in Title 74, Section 1001 et seq. of the Oklahoma statutes; and

WHEREAS, the parties desire to enter into this Agreement in accordance with Title 74, Section 1008 of the Oklahoma Statutes for the purposes as set forth herein.

NOW, THEREFORE, for and in consideration of One and More (\$1.00) Dollars, and for the other good and valuable considerations herein recited, IT IS AGREED by and between the parties as follows:

TERM

This Agreement shall be effective upon the execution by all parties hereto and shall continue for a term of three (3) years thereafter. The initial term of this Agreement will be extended for successive one-year terms, unless either party notifies the other in writing at least 180 days before the end of the initial or any extended term as herein provided that the Agreement will not be extended.

SERVICES PROVIDED

Upon written request by City, OEMA will provide personnel to transport OEMA's Tub Grinder and other necessary equipment to the City of Mustang on a date selected by OEMA and coordinated with City. The date will be determined based on the availability of proper personnel

and other scheduling conflicts. OEMA will provide the personnel to operate the Grinder at a location selected and designated by City, subject to approval by OEMA. OEMA is entitled in its sole discretion to determine the process and procedures for the operations contemplated under this Agreement and to set site requirements.

ACCEPTABLE MATERIALS FOR GRINDING

Acceptable materials shall include tree limbs, yard waste and brush debris. No material should be longer than 12 feet or larger than 36 inches in diameter.

UNACCEPTABLE MATERIALS FOR GRINDING

Unacceptable materials shall include, but not be limited to, metals, construction and demolition debris, concrete, asphalt and hazardous materials. Whether the materials for grinding are acceptable or unacceptable shall be determined in the sole discretion of OEMA. If OEMA determines the materials are unacceptable, OEMA may refuse to grind any of the materials or allow City to remove the unacceptable materials to allow grinding at a time and in the manner determined in OEMA's sole discretion.

City shall be responsible for ensuring that no unacceptable material is included in the material to be ground. City shall include OEMA as an additional insured on its liability and property insurance for the purpose of covering OEMA for any personal injuries or property damages resulting from operations under the terms of this Agreement.

OPERATIONAL CHARGES

City shall pay to OEMA a rate of \$475.00 per hour to cover the transportation and operation of the Grinder under the terms of this Agreement.

MAINTENANCE AND SERVICE

OEMA shall maintain the equipment at OEMA's expense. OEMA shall keep the equipment in a good state of repair, normal wear and tear excepted.

INSPECTION

A written inspection of the Tub Grinder will be made by a representative from the City and from OEMA upon arrival at the designated location.

REPAIR AND REPLACEMENT

City shall pay OEMA full compensation for replacement and/or repair of OEMA's equipment if any such equipment is damaged because of unacceptable materials included with the tree limbs, yard waste material and brush debris. Repairs and replacements shall be made by qualified

businesses, approved by OEMA, and, for such purposes, only standard parts and accessories will be used. City shall pay all claims arising from damage caused by unacceptable items.

RELATIONSHIP OF THE PARTIES

OEMA agrees that all OEMA personnel operating the Grinder while OEMA is performing work for City are the employees of OEMA and are not employees, agents or servants of the City. OEMA agrees that it is an independent contractor and it is not the agent, servant or employee of City and that this Agreement does not create a joint venture or partnership between City and OEMA. The parties agree that all equipment used by OEMA under the terms of this Agreement is owned by and is the property of OEMA, and that City has no ownership interest of any sort in any said equipment.

NONDISCRIMINATION

OEMA for reasons of race, religion, color, sex or national origin shall deny no person employment or all benefits of employment. OEMA shall take affirmative action to ensure same. Benefits of employment shall include, but not be limited to, recruitment, compensation, training, promotion, transfer, termination and disciplinary action. OEMA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Similar notice shall be included in any advertisements for employees. OEMA shall comply with the provisions of Executive Order 11246 and any other Federal or State regulations governing discrimination.

INDEMNITY

OEMA shall indemnify and save harmless City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful act, or negligent act or omission of OEMA, its officers, agents, servants and employees in the performance of this Agreement. Provided nothing contained in this paragraph or in this Agreement shall be construed as or constitute a waiver of any of OEMA's rights under the Governmental Tort Claims Act, Title 51 O.S. Section 151 et. seq.

The City shall indemnify and save harmless OEMA, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful act, or negligent act or omission of City, its officers, agents, servants and employees in the performance of this Agreement. Provided nothing contained in this paragraph or in this Agreement shall be construed as or constitute a waiver of any of City's rights under the Governmental Tort Claims Act, Title 51 O.S. Section 151 et. seq.

FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site.

LICENSES AND TAXES

OEMA shall obtain all licenses and permits.

INSURANCE REQUIREMENTS

OEMA will provide public liability, casualty and property damage insurance on the Grinder and any other property used by OEMA under this Agreement.

OEMA shall procure and maintain in full force and effect for the period covered by this Agreement, full worker's compensation insurance in accordance with the laws of the State of Oklahoma to protect itself and City against liability under the worker's compensation and occupation disease statutes of the State of Oklahoma.

Notwithstanding any provision herein to the contrary since OEMA is a governmental entity and therefore is subject to the provisions of the Oklahoma Governmental Tort Claims Act, Title 51 O.S. Section 151 et seq., with respect to any liability covered by said Act, OEMA shall only be required to ensure general liability and vehicular liability in an amount equal to the maximum claims available under the current terms of said Act or as later amended.

Premiums for the insurance described above shall be paid by OEMA.

City shall include OEMA as an additional insured on its liability and property insurance policy(s) for the purpose of covering OEMA for any personal injuries or property damages resulting from operations under the terms of this Agreement.

REMEDY FOR BREACH

Both OEMA and City shall have all rights to enforce the terms of this Agreement permitted in law or equity. Neither party shall consider any breach of this Contract by the other party, which is not objected to, a waiver.

COMPLIANCE WITH LAWS

OEMA and City shall comply with all applicable local, state and federal laws pertaining to the operation of the equipment under this Agreement.

ASSIGNMENT

This Agreement may not be sold, assigned or otherwise conveyed by City without the written consent of OEMA.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between OEMA and City and cancels and supersedes all prior negotiations, representations, understandings and agreements either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to the Agreement will be effective unless in writing and signed by OEMA and City.

DEFAULT

If a party to this Agreement breaches any term or provision hereof, the non-breaching party shall notify the breaching party in writing of said breach. If the breach or default is not cured within ten (10) days of said notice in writing, the non-breaching party may terminate this Agreement and/or may take any other action provided for at law or in equity.

SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION HEADINGS

The Section Headings and Captions herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

AGREEMENT SHALL INURE TO THE BENEFIT OF THE PARTIES

This Agreement shall inure to the benefit of the parties hereto and shall be binding upon both parties and their respective successors and assigns.

LITIGATION

In the event legal action is required to enforce this Agreement by either party, the prevailing party shall be entitled to recover its litigation costs, suit preparation costs, attorney fees and court costs.

CHOICE OF LAW AND VENUE

This Agreement is entered into in Canadian County, Oklahoma, and venue should be proper in the District Court of Canadian County, Oklahoma. This Agreement will be interpreted/construed according to the laws of the State of Oklahoma.

NOTICES

All notices, requests, or other communications required to be given hereunder shall be given by certified or registered mail addressed to the other party at the following addresses:

City:

City of Mustang
1501 North Mustang Road
Mustang, Oklahoma 73064

OEMA:

Oklahoma Environmental Management Authority
P.O. Box 189
El Reno, Oklahoma 73036

until proper notice of change of address shall have been given.

OKLAHOMA ENVIRONMENTAL
MANAGEMENT AUTHORITY

By: _____,
_____, Chairman,
Board of Trustees

ATTEST:

Secretary

CITY OF MUSTANG

By: _____

ATTEST:

Secretary

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-9
2. MEETING DATE: June 21, 2016
3. TITLE: School Resource Officer – Annual Agreement
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Attached, for your information and review, is a proposed agreement between the City of Mustang and Mustang Public Schools for the purpose of providing two School Resource Officers (SRO) for the FY17 upcoming school year, each day the school is in session, which is a total of 171 instructional days.

The dollar amount for the School Resource Officers is based on the individual assigned officer salaries as provided by Ms. Anderson and then multiplying those by the number of already determined instructional days for the 2016-17 school year. The previous references to 2/3 annual salary have been deleted in favor of the actual number of instructional days, which is how Mustang Public Schools lists them on their calendar.

Once the agreement is approved by the City of Mustang, it can be forwarded to Mustang Public Schools for their Board to review/approve before the first day of returning to school on August 18, 2016

7. FINANCIAL IMPACT: If agreement is approved, the City of Mustang would be reimbursed a total amount of \$121,973.92 (approx. \$60,986.96 per officer)
8. STAFF COMMENTS: Staff recommends City Council approval of the School Resource Officer Agreement.
9. STAFF SOURCE: Chuck Foley, Police Chief
10. RESOLUTION / ORDINANCE: None

**AGREEMENT BETWEEN THE CITY OF MUSTANG
AND MUSTANG PUBLIC SCHOOL SYSTEM
2016-2017 SCHOOL YEAR**

This agreement entered into between the City of Mustang ("CITY") and the Independent School District No. I-069, Mustang Public School System ("SCHOOL");

Whereas, the SCHOOL has need for two or more full-time, on duty police officers to serve Mustang Public Schools, High School/Middle School campus in the boundaries of the CITY each day school is in session; and

Whereas, the CITY has determined that it is in the best interest of students and residents to provide protection services to the SCHOOL for the purposes, terms and conditions as stated herein;

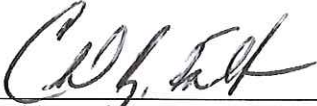
Witnesseth, for the consideration as stated herein, the parties agree as follows:

1. The CITY will furnish the services of two (2) experienced Mustang police officers to the SCHOOL no earlier than 7:30 a.m. and no later than 4:30 p.m. each day SCHOOL is in session during the 2016-2017 SCHOOL year, a total of 171 instructional days. The officers will work 8 ¼ consecutive hours within the stated time frame with a lunch break in accordance with established policy of the Mustang Police Department. If an unforeseen event occurs where one or both of the assigned officers cannot be present, the CITY will not furnish a substitute officer for that designated period. The CITY agrees to refrain from scheduling both officers off at the same time for training or any other regular foreseen event, unless a substitute officer is scheduled. The CITY further agrees to consult with the SCHOOL principal regarding scheduling of required training and other necessary foreseen events.
2. Both parties will approve the designation of the police officers assigned to the SCHOOL under the terms of this contract. The SCHOOL may request the replacement of the assigned officer, for cause, with thirty (30) days written notice to the Chief of Police, unless this requirement is waived at the sole discretion of the Chief of Police.
3. The primary duty of the assigned officers is to provide community policing law enforcement services on campus, including crime deterrence, crime detection, criminal investigation and apprehension of offenders. It is expressly provided that the services described in this Agreement will not include assignments or duties occurring outside the hours set forth herein or outside the municipal boundaries of the CITY. The CITY is committed to having on duty Mustang police officers working in the SCHOOL to deliver community policing law enforcement services and is willing to work with the SCHOOL to provide additional officers as requested by the SCHOOL when police staffing allows.
4. It is fully understood and agreed by the parties that the assigned officers are, at all times pertinent to this agreement, police officers certified by the State of Oklahoma, commissioned and employed by the CITY. The assigned officers will, at all material times, be under the supervision of the Mustang Police Department. Direction, assignments and duties involving the officers will be coordinated between an appointed representative of the SCHOOL and the Mustang Chief of Police or his/her designee. The assigned officers shall at no time be considered to be in the chain of command of any SCHOOL administrator, or in any other way have their law enforcement actions controlled by any SCHOOL official or employee.
5. The SCHOOL will make reasonable efforts to provide the assigned officers an office area with appropriate furnishings where he/she would be available to students and or perform tasks related to this assignment.

6. In consideration for the services provided through this Agreement, the SCHOOL agrees to pay the CITY a total amount of \$121,973.92 limited to 2016-17 SCHOOL year only, which is the approximate salary, benefits and expenses to the CITY for two (2) experienced police officers for 171 instructional days. This amount will be paid in nine (9) equal monthly payments, payable on the day following the regular scheduled board meeting for the previous month's services. The first payment will be due on or before September 15, 2016.
7. Should the CITY'S full-time commissioned police officer staffing decrease to a level which jeopardizes the safe and efficient delivery of critical police services to the CITY; the Chief of Police shall retain the right to suspend the school resource officer program in whole or in part based upon the staffing shortage. Reasonable efforts shall be made to maintain the officer assigned to Mustang High School. The SCHOOL at that time agrees to pay the CITY, \$60,986.96, the approximate annual salary for one (1) experienced school resource officer, limited to 2016-17 SCHOOL year only. The terms of payment shall be as agreed upon in paragraph six (6) of this agreement.
8. This agreement may be canceled by either party upon thirty (30) days written notice to the Chairman of the governing body of the other party.
9. The CITY appoints the Chief of Police and the SCHOOL appoints the Superintendent as their respective designees for carrying out the terms of this Agreement, including the assignment of duties to the assigned police officer.

Mayor, City of Mustang

Date



President of Mustang Board of Education



Date

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: F-10

2. MEETING DATE: June 21, 2016

3. TITLE: Authorization for Staff to Renew the Agreement for Dispatch Services between the Mustang Police Department and the Town of Union City.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Chuck Foley, Chief of Police

6. BACKGROUND: This is the renewal of the agreement with Union City for dispatch services. For the past sixteen years the City Council has authorized the police department to perform emergency dispatch services for the Town of Union City. Our communications center dispatches for Union City fire, police and civil defense.

There is an increase of \$9,550.46 this year over the previous year.

In fiscal year 2016-2017 Union City will pay \$2,461.87 a month, \$29,542.46 annually (previous = \$19,992.00). This is the first year of a graduated four year increase to raise the agreement to the dollar level where Union City is paying for the full cost of one dispatcher including salary and benefits

Staff recommends approval of this agreement.

7. FINANCIAL IMPACT: \$29,542.46

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE Chuck Foley, Chief of Police

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION NO./ORDINANCE NO. _____

**RENEWAL OF INTERLOCAL
COOPERATION AGREEMENT**

July 1, 2016

The City of Mustang, Oklahoma, and the Town of Union City, Oklahoma, are parties to an Interlocal Cooperation Agreement covering the period of July 1, 2016 through June 30, 2017.

The Agreement for Emergency Dispatch Services is renewable on a year-to-year basis at the option of both parties. The parties hereby acknowledge that the Interlocal Cooperation Agreement for Emergency Dispatch Services has been renewed by the City of Mustang, Oklahoma, and the Town of Union City, Oklahoma, for the period July 1, 2016 through June 30, 2017.

The terms of the Interlocal Cooperation Agreement shall remain in effect for such period at the contract rate of \$2,461.87 each month payable on or before the 10th day of each succeeding month.

TOWN OF UNION CITY, OKLAHOMA

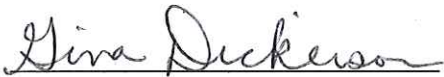
CITY OF MUSTANG, OKLAHOMA



Mayor



ATTEST:



Town Clerk

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: F-11

2. MEETING DATE: June 21, 2016

3. TITLE: Authorization for Staff to Renew the Interlocal Governmental Agreement with Canadian County Sheriff's Office to Deputize Local Law Enforcement Officers.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Chuck Foley, Chief of Police

6. BACKGROUND: The City Council approved an initial agreement in the 2009-2010 fiscal year. This is a renewal of that agreement for fiscal year 2016-2017. There is no change to the agreement except the termination dates.

Pursuant to Oklahoma Law the Canadian County Sheriff has the authority to deputize local law enforcement officers, subject to an Interlocal Agreement, to encourage cooperation between Municipal and County Agencies.

This agreement sets out the Sheriff's intent to deputize full-time paid municipal law enforcement officers in Mustang. Mustang officers while on duty would have the same authority as a reserve deputy when working within Canadian County.

The main purpose of this agreement is to enable local and county law enforcement agencies to work together during an emergency. It would also allow our on-duty officers the ability to go outside of the city limits, when necessary, to catch up to someone that committed a crime in Mustang but has already made it outside of the city limits.

I believe this agreement is beneficial to the officers, the city, the county, the citizens of Mustang and the citizens of Canadian County.

This agreement can be terminated upon 30 days notice by either party.

7. FINANCIAL IMPACT: \$ 0

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE: Chuck Foley, Chief of Police

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION NO./ORDINANCE NO. _____

Emergency Phone
(405) 262-3434

Non-Emergency Phone
(405) 422-3187

FAX Number
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.
El Reno, Oklahoma 73036

+

June 1, 2016

Chief,

Please find the attached two copies of this year's Interlocal renewal agreement, effective July 1, 2016 through June 30, 2017. Please return one copy signed by yourself and your Mayor to the Sheriff's Office, keeping one for your records.

Please contact me if I can be of any further assistance or if you should have any questions.

I am attaching a copy of the current agreement up for renewal, for reference purposes only

Thank you,

Canadian County Sheriff or Undersheriff

Emergency Phone
(405) 262-3434

Non-Emergency Phone
(405) 422-3187

FAX Number
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.
El Reno, Oklahoma 73036

June 1, 2016

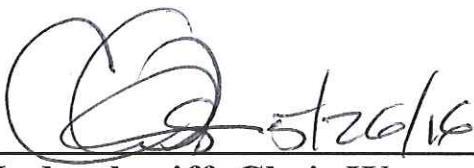
**Renewal of Interlocal Agreement
Deputizing Canadian County Police Officers
Dated September 18, 2009**

Whereas and pursuant to the above referenced interlocal agreement, the below signed parties do hereby agree by signature, to renew the above referenced agreement in its entirety and form as approved by the State Attorney General and filed with the Secretary of State January 04, 2010. (see attached copy of the original).

As per and apart of that agreement this renewal agreement can be cancelled by either party by written notice of their intent to do so, otherwise it will bind both parties according to the content and as agreed in the original article for a period of one year, effective July 01, 2016 through June 30, 2017.



Chief of Police 06-03-16
Date



Undersheriff, Chris West 5/26/16
Date

Mayor Date

Name of Municipality



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

FILED

JAN 04 2010

OKLAHOMA SECRETARY
OF STATE

Randall Edwards, Sheriff
Canadian County
208 W. Rogers Street
El Reno, OK 73036

Re: **Interlocal Agreement (ICA 09-0037) between Randall R. Edwards, Sheriff of Canadian County, Canadian County Commissioners, and the following Municipal Law enforcement agencies, their Chiefs and Mayors: City of El Reno, City of Yukon, City of Mustang, City of Union City, City of Piedmont, City of Okache and City of Calumet Police Departments (Cross-Deputization Agreement) (Also see, Schedule "A" attached hereto)**

Dear Sheriff Edwards:

LETTER OF APPROVAL

I have reviewed the referenced Agreement and found it to comply with the provisions of the Interlocal Cooperation Act. Pursuant to the provisions of 74 O.S. 2001, § 1004(f), the referenced Agreement is hereby officially **APPROVED** as of the date of the signature manifested hereon.

Before the Agreement can go into force, copies of the Agreement, and this Letter of Approval must be filed with the County Clerk and the Secretary of State.

Signed this 23rd day of December, 2009.

Sincerely,

Regina Switzer
Assistant Attorney General

Enclosure: Original Agreement

ICA2009/09-0037 Canadian Co.-Various



Emergency Phone
(405) 262-3434

Non-Emergency Phone
(405) 422-3187

FAX Number
(405) 422-2430



208 W. Rogers St.
El Reno, Oklahoma 73036

Randall Edwards - Sheriff

FILED

JAN 04 2010

OKLAHOMA SECRETARY
OF STATE

September 18, 2009

Interlocal Governmental Agreement

This Agreement; is made and entered into by the following agencies as of the date signed, however it will not become effective until approved by the State Attorney General's Office and filed with the Secretary of State. **Randall R. Edwards, Sheriff of Canadian County (Sheriff), The Board of County Commissioners of Canadian County, and the following Municipal Law Enforcement agencies, Their Chiefs and Mayors. City of Oklahoma City Police Department, City of El Reno Police Department, City of Yukon Police Department, City of Mustang Police Department, City of Union City Police Department, City of Piedmont Police Department, City of Okarche Police Department and City of Calumet Police Department.**

Whereas and pursuant to; Oklahoma Statute Title 19, Chapter 12 Section 547 Paragraph D, The Sheriff has the authority to deputize municipal police officers, subject to an interlocal governmental agreement to combine city and county law enforcement efforts and to encourage cooperation between city and county law enforcement officials. Liability for the conduct of any municipal police officers deputized under the terms and conditions of an interlocal governmental agreement shall remain the responsibility of their municipal employer.

Whereas and pursuant to; Oklahoma Statute Title 74, Chapter 31 Section 1001, for the purpose of, permitting local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Scope of Agreement; Canadian County Sheriff, Randall R. Edwards will deputize individually full time certified and commissioned municipal police officers employed by the above agencies while on duty and working for their respective agencies. While deputized each officer will carry full powers of a commissioned Canadian County Deputy Sheriff for purposes of arrests, investigating and enforcing State Laws in Canadian County, Oklahoma. Accordingly, per Oklahoma Statute Title 19 12-547D Liability for the conduct of any municipal police officers deputized under the terms and conditions of this interlocal governmental agreement shall remain the responsibility of their municipal employer.

Relationship of parties; All parties herewith agree; deputized police officers are paid full-time employees of their respective municipal agency and when acting outside their municipality they are working under the authority of the Canadian County Sheriff as non-paid reserve deputies, pursuant to and in accordance with Oklahoma Statute **Title 19 Chapter 12 section 547** establishing no separate legal or administrative entity **Title 74 Chapter 31 Sec.1004 Paragraph C-2**

Whereas and pursuant to this agreement, agencies will not acquire or share property ownership or equity in any real or personal property, tangible or otherwise, thereby negating the need for establishing or maintaining a budget or distribution of assets agreement. This agreement can terminate upon written notice as specified below without any property distribution, each party retaining its own property, pursuant to Oklahoma Statute **Title 74 Chapter 31 Sec.1004 Paragraphs C-4 and C-5.**

Note: Asset forfeitures, if any, resulting from assets, property or monies seized, will be divided equally between agencies involved in seizure and in accordance to the District Attorney's Asset Forfeiture Agreements already on file with Canadian County District Attorney's Office.

This agreement will be administered by and at the direction of a joint board, consisting of the Sheriff and each municipal Police Chief entering into this agreement.

Term; This agreement shall be effective upon approval of the State Attorney Generals Office and filed with the Secretary of States Office. It shall remain in effect until such time either party wishes to terminate it by giving a 30 day written notice of their intent to do so to the other involved party, or midnight June 30th, 2010, which ever comes first. This agreement will be automatically renewable by written agreement to do so between Agency heads within 30 days prior to expiration of this agreement. Renewal agreement will be drafted and distributed by Sheriff for approval by all parties within the 30-day period prior to the expiration of the current year agreement.

Binding Effect; This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, The parties have hereunto set their hands as of the day and year indicated, accepting and agreeing to the first above written.

Canadian County Sheriff

By:

Randall R. Edwards

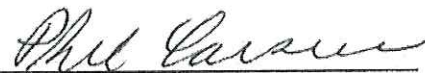
Date

9-29-09

Board of County Commissioners
Canadian County, Oklahoma

By: 
Grant Hedrick Jr., Chairman

Date: OCT 05 2009

By: 
Phil Carson, Member

Date: OCT 05 2009

By: 
David Anderson, Member

Date: OCT 05 2009

Attest: 
Shelly Dickerson, County Clerk



Date: OCT 05 2009

By: 
District Attorneys Office, Paul Hess

Date: 9-29-09

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: F-12
2. MEETING DATE: June 21, 2016
3. TITLE: Approve Renewal of Agreement with the Canadian County Sheriff's Office to hold excess prisoners.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Chuck Foley, Chief of Police
6. BACKGROUND: This is a renewal of an agreement with the Canadian County Sheriff to hold over flow prisoners. The city has had this agreement since 2001 and it has proven itself to be very advantageous.

There are no changes to the agreement other than the effective dates. The cost is still \$40.00 a day.

This agreement allows us to transfer our over flow prisoners to the County Jail Facility. This agreement is also necessary to allow us the ability to transfer prisoners that are escape risks and/or extremely violent. The County Jail Facility is much better equipped to handle such prisoners.

This expense is budgeted in FY 2016-2017 police budget.
7. FINANCIAL IMPACT: \$ 500.00
8. STAFF'S COMMENTS: Recommend Approval
9. STAFF SOURCE Chuck Foley, Chief of Police
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION NO./ORDINANCE NO. _____

Emergency Phone
(405) 262-3434

Non-Emergency Phone
(405) 422-3187

FAX Number
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.
El Reno, Oklahoma 73036

Renewal of Inter-local Cooperation Agreement CONTRACT

01 July 2016

The **Canadian County Sheriff's Office** and the **City of Mustang** are parties to an Inter-local Cooperation Agreement covering the period from July 01, 2016 to June 30, 2017.

The Agreement for Holding Prisoners is renewable on a year-to-year basis at the option of either party. The parties hereby acknowledge that the Agreement for Holding Prisoners has been renewed by the **City of Mustang**, and the Canadian County Sheriff's Office for the period **July 1, 2016 through June 30, 2017**.

The terms of the "**Original Agreement**" shall remain in effect for such period at the contract rate of **\$40.00 per day**.

Canadian County Sheriff's Office



Sheriff of Canadian County

Or

Undersheriff

City of Mustang, Oklahoma

Mayor

Clerk

This Inter-local Cooperation Agreement is hereby Approved this ____ Day of _____ 2016.



Witness-Chief of Police

Witness

RENEWAL

INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered into this _____ day of _____, 2016, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**", and the **City of Mustang**, hereinafter referred to as the "**City**", the execution of which being duly authorized and approved by the respective governing body of each such entity by appropriate resolution, witnesseth:

Whereas, the **County** does have an adequate facility, the **Canadian County Jail**, hereinafter referred to as "jail facility", to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrests for the **City**; and

Whereas, the **City** does not have a municipal jail facility which is approved for long term incarceration of inmates; and

Whereas, the parties hereto desire the jail facility be made available for the use of the **City**, pursuant to the terms set forth herein below, for the safe and secure detention and care of persons placed under arrest and taken into custody by **City** law enforcement officers, empowered to make lawful arrest, and also held pursuant to order from the **Municipal Court of the City of Mustang**.

I. Term of Agreement

The terms of this agreement shall be from **July 1, 2016 to June 30, 2017**, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

II. Statement of Services

County agrees to accept all **City** prisoners, defined as any person placed under arrest by any **City** law enforcement officer and taken into custody, in such numbers as can be reasonably accommodated at said facility. This definition is limited by the exceptions as noted within this agreement in Section V, paragraph 3. **County** further agrees to provide safe and secure custody for said prisoners for the duration of their confinement in said jail facility.

III. County Responsible for Safe and Secure Custody

IV.

County agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by **City** law enforcement officers, and agrees to insure that standard security procedures are followed in order to prevent escape. **City** agrees to follow all prescribed security procedures of the jail facility **regarding the searching of incoming prisoners** and remaining with said prisoner until the arresting officer is duly released by the jail staff on duty.

V. City Responsible for Records

VI.

City agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the **Municipal Court** shall be submitted to the jail staff in writing, signed by the municipal judge, together with appropriate release also signed by the judge. The **City** bond schedule shall be provided to the jail staff; however, bond money or bond releases shall be handled by the proper city official.

VII. Basic medical Care

VIII.

County agrees to provide basic medical care to said prisoners, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type medications as may be approved by the **County** Jail Physician. Basic medical care also includes care of any condition which required immediate assistance by a person trained in first-aid procedures.

The cost of hospitalization, prescription medications, surgical and dental care shall be borne by the **City**. If an ill or injured prisoner is transported by a **City** law enforcement officer to the **County jail facility**, notwithstanding the authority for the arrest, **City** shall provide the required treatment prior to incarceration. Failure on the part of the **City** to provide the required treatment prior to incarceration shall provide a sufficient basis for the county to refuse said prisoner admittance into said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from the **City** should the prisoner be in need of medical examination or treatment prior to incarceration. In such event, **City** shall provide to said **County jail facility** staff a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of the **City** to provide the required written medical release shall provide a sufficient basis for the **County** to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any **City** prisoner, on an emergency basis, may be taken to the hospital for treatment or examination at the discretion of the jail staff on duty and any cost incurred from said treatment or examination shall be billed to the **City**. The **City** shall provide transportation and security for any **City** prisoner needing treatment, examination, or hospitalization.

IX. Cost Per Day

The cost per day for each **City** prisoner detained and cared for in the **County jail facility** to be paid by the **City to County** shall be **Forty (\$40.00) Dollars per day** for each prisoner for the term hereof. A day, for the purpose of this agreement, is a calendar or any part thereof, and not a twenty-four (24) hour period of time. Said rate is subject to re-negotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

If a **City** prisoner is not held for an extended period of time, less than twelve (12) hours, then the city will only be billed for one (1) day of incarceration.

It is agreed by the **City** that the fee for housing each prisoner shall be paid for each and every day or part thereof on a **City** charge(s) or if booked into the **County Jail facility** for state charge(s), the prisoner will be considered a **City** prisoner until appropriate documentation has been received from the Canadian County District Attorney's Office indicating that the district Court charges will be filed on the prisoner.

The **City** shall provide necessary equipment and supplies for booking and discharge of **City** prisoners.

X. Billing Period

The **County** shall bill the **City** for prisoner services on a monthly basis. The monthly billing shall list the prisoner's name; date of birth, the date the prisoner was incarcerated, the offense(s) the prisoner allegedly committed; the jurisdiction where the charge(s) will be filed, the date the prisoner was released from the **County jail facility**, and the total cost of the prisoner's incarceration. The **City** agrees to promptly remit payment for the statement sent by the **County** for satisfactory performance of services called for under this agreement.

XI. Hold Harmless Clause

The **City** hereby agrees to indemnify and hold harmless the **County** for any and all liability or litigation arising from the arrest or wrongful incarceration of persons under this agreement. The **City** further agrees to bear the cost of any legal representation should any litigation arise against the **county** as a result of the alleged wrongful incarceration or arrest of persons under this agreement. The selection of the attorney for the **County** shall be at the discretion of the **County**.

It is further agreed the **City** shall hold harmless the **County** and indemnify the county for any hospital, doctor, or other medical expense associated with the care and custody of a **City** prisoner.

It is further agreed the **City** shall reimburse the county any expenses resulting from the repair of any damage caused by **City** prisoners to the **County** jail facility or items issued by the **County** to **City** prisoners.

In witness whereof; the parties have hereto set their hands as of the day and first year written above.

Approved by **Mustang** City Council on this _____ day of 2016.

Mayor

Police Chief

Deputy City Clerk

Canadian County Sheriff
Or Undersheriff

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NUMBER F-13
2. MEETING DATE: June 21, 2016
3. TITLE: Excess Workers' Compensation Insurance
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Laura Anderson, Human Resources Director
6. BACKGROUND: The City of Mustang is self-insured for Workers' Compensation and we are required by state law to maintain Excess Workers' Compensation coverage. This coverage has a renewal date of July 1, 2016. Barney Welch, agent-of-record, secured a quote from our current carrier, Midwest Employers.
7. FINANCIAL IMPACT: \$ 67,272
8. STAFF COMMENTS: Recommend Approval of the Midwest Employers Policy and payment of premium.
9. STAFF SOURCE: Laura Anderson, Human Resources Director

City of Mustang
Excess Workers Compensation Quote
7/1/2016-7/1/2017

Carrier	Midwest Employers Expiring 7/1/2016	Midwest Employers Option # 1	Midwest Employers Option # 2	Midwest Employers Option # 3	Midwest Employers Option #4
Estimated Annual Payroll	\$5,028,651	\$5,830,500	\$5,830,500	\$5,830,500	\$5,830,500
Length of Policy	1 year	1 year	1 year	1 Year	2 year
SPECIFIC					
Specific Limit	Statutory	Statutory	Statutory	Statutory	Statutory
Specific Retention	\$350,000	\$350,000	\$350,000	\$400,000	\$400,000
Specific Retention-Fire Fighters (7710)	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Specific Retention-Police & Fire Volunteers (7711)	\$350,000	\$500,000	\$500,000	\$500,000	\$500,000
Specific Retention-Police (7720)	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
EMPLOYERS LIABILITY					
Employers Liability Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Employers Liability Retention	See Specific	See Specific	See Specific	See Specific	See Specific
AGGREGATE					
Aggregate Limit	\$2,000,000	N/A	\$2,000,000	\$2,000,000	\$2,000,000
Estimated Aggregate Retention Percentage	435.38%	N/A	429.14%	432.38%	389.14%
Estimated Aggregate Retention	\$1,008,545	N/A	\$990,288	\$997,764	\$1,795,967
Minimum Aggregate Retention	\$988,374	N/A	\$970,482	\$977,809	\$1,760,047
Aggregate Loss Limit	\$350,000	N/A	\$350,000	\$400,000	\$400,000
PREMIUM					
Estimated Normal Premium	\$231,647	\$230,761	\$230,761	\$230,761	\$461,522
Rate as a Percentage of Normal Premium	24.83%		29.60%	28.05%	28.33%
Rate per \$100 of P ayoll		1.1538			
Policy Premium Minimum	\$51,766	\$60,272	\$61,475	\$58,256	\$117,674
Annual Deposit Premium	\$57,518	\$67,272	\$68,305	\$64,728	\$65,375
Terrorism is included in premium					
* Aircraft Excluded					
* Subject to final payroll audit					

PROCLAMATION

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Mustang;

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS as the City of Mustang recognizes the benefits derived from parks and recreation resources;

NOW THEREFORE, BE IT RESOLVED BY the Mayor and Mustang City Council that July is recognized as

“PARK AND RECREATION MONTH”

in the City of Mustang.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mustang to be affixed this 21st day of June, 2016.

ATTEST:

Mayor

City Clerk



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: June 21, 2106

3. TITLE: Rezoning Application RZ-4-14-16-2-27, 800-900 Block N. Sara Road, Civil Design & Survey of Oklahoma, A-1, General Agricultural and Oil and Gas District to R-1 PUD, Single Family Residential Planned Unit Development District.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Rezoning Application.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Update: The developer will provide at least a 5-foot wide drainage channel on the south side of his property, on the north end of the properties on Lea Terrace to try to help with drainage flow. This will allow the property owners on Lea to keep their existing fences. They will then place the wall at least five feet farther to the north, reducing their green belt area by 5 feet. They will also be aligning the entrance with the entrance to Rollin' Acres across Sara Road. The applicant has met with our city engineer to review the overall drainage concept and the city engineer confirms that he will only approve the preliminary plat if it meets all the requirements of our drainage ordinance. Mr. Vick will attend the City Council hearing to answer any questions Council or neighbors have about the drainage ordinance.

Project Description: The applicant requests a change in zoning classification for this property from A-1, General Agricultural and Oil and Gas district to R-1 PUD, Single Family Residential Planned Unit Development. This property is located in the 800-900 block of N. Sara Road on the west side. The property contains one home at this time.

The overall concept of the PUD is a maintenance free living environment with very little individual lawn area, but with 6+ acres of common area. It will incorporate amenities such as walking trails, gated entry, recreational facilities, clubhouse and grounds maintenance for the entire PUD. An opaque wall will be placed around the entire perimeter. Public Sanitary Sewer and Water will be provided, but the street will be private.

The PUD will have a base zoning of R-1. The PUD calls for a maximum lot coverage of 65%, the Mustang Code only allows 35%. The plan allows for increased landscape buffering along N. Sara

Road. The minimum lot size will be 5000 square feet; the city's code minimum is 7200 square feet. All yards, common areas, entry and buffer areas will have irrigation systems. All structures will be a minimum of 80% masonry finish. The setbacks will be 10-foot in front, 7.5 in rear and 5 on sides. Mustang code requires 30 in front, 20 in rear and 5 on sides. All lots will front on a common access drive which will not be built to street standards and some of the utilities will be placed in a private easement.

There will be no sidewalks along the common access driveways. Each lot will abut a common access drive and not a street.

Character of Neighborhood: The general character of the area is low density residential.

Zoning and Uses of Property Nearby: The property to the south is zoned R-E, the property to the west is zoned R-1, the property to the north is zoned A-1, and the property to the east is zoned R-E.

Conformance with Long-Range Plan: The long-range plan calls for low density residential development, R-E through R-2.

Utilities and Services: Fire Hydrants will be placed at the south end of each of the common access drives. Both water and sewer lines will be located at the south end of the subdivision, and a 15-foot utility easement will be located at the north boundary of the development.

When development occurs, the engineer will be required to follow all aspects of our drainage ordinance. They will not be permitted to discharge at any faster rate than currently exists.

Professional Staff Recommendation: Staff recommends approval of this PUD application. The proposal fits well within the definition and intent of a Planned Unit Development.

The shape of this lot is unique. It is very long and narrow. The design of the subdivision is also unique to Mustang. It will contain houses that are a minimum of 1800 square feet, that cost between \$135 and \$140 per square foot, but they will be very close together. It will appeal to those who do not want yard maintenance and want the exclusivity of a gated community with ample amenities and common areas that are maintained by the POA.

Staff does not feel that this development will negatively impact property values in the surrounding area. Each home will be available for purchase as they are each on individual lots.

The fire department has reviewed it and requested changes. Those changes were all made by the developer and the changed plans were re-submitted. The police department did not recommend any changes.

Staff only received one phone call in protest of this PUD since this most recent publication.

Planning Commission Recommendation: The Mustang Planning Commission voted 6:0 to unanimously recommend approval of this application at their June 14, 2016 meeting. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. 1140

ORDINANCE NO. 1140

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA AMENDING THE ZONING ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AS AMENDED, TO CHANGE CERTAIN PROPERTY LOCATED IN CANADIAN COUNTY, OKLAHOMA, FROM "A-1" GENERAL AGRICULTURAL AND OIL AND GAS DISTRICT TO "R-1 PUD" SINGLE FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT AND, DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from "A-1" General Agricultural and Oil and Gas District to "R-1 PUD" Single Family Residential Planned Unit Development District.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Northeast Corner (NE/C) of said Section;

THENCE South 00°11'21" East, along the East line of said section, a distance of 2231.70 feet (deed ~ South 2231.70') to the Point of Beginning(POB);

THENCE continuing South 00°11'21" East a distance of 410.52 feet (deed ~ South 408.30') to the Southeast Corner (SE/C) of said quarter;

THENCE North 89°58'07" West, along the South line of said quarter, a distance of 2650.10' (deed ~ West 2638.60') to the Center of said section;

THENCE North 00°12'22" East, along the West line of said quarter, a distance of 410.52 feet (deed ~ North 408.30');

THENCE South 89°58'07" East, parallel to the South line of said quarter, a distance of 2650.23 feet (deed ~ East 2636.80') to the point of beginning.

Described parcel contains 24.98 Acres (1,087,933.45 Sq.Ft.) more or less.

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 the inhabitants thereof, and 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 the Emergency Clause voted upon separately and passed and approved this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2016.

City Attorney

PLANNING COMMISSION MEETING

MINUTES June 14, 2016

The Mustang Planning Commission met in a special session on Tuesday, June 14, 2016 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Wednesday, June 8, 2016 in the foyer of the Mustang Municipal Building in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

I. CALL MEETING TO ORDER: Chairman **Mr. McDaniel** called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT:

Commissioner **Jan Yakish**
Commissioner **Dan Hix**, Secretary
Commissioner **Jesse Bratton**
Commissioner **Billy McDaniel**, Chairman
Commissioner **Brad Homer**, Vice-Chairman
Commissioner **Jerry Brown**

MEMBERS ABSENT:

Commissioner **Darrell Johnson**

STAFF PRESENT:

Melissa Helsel, Community Development Director
Radika Wheeler, Office Administrator
Jerry Calloway, Audio Visual Systems Operator
Morgan Shepard, City Planner

CITY ATTORNEY:

City Attorney, **Jonathan Miller**, was in attendance.

V. APPROVAL OF MINUTES: Approval of Minutes from the May 10, 2016 Planning Commission Meeting. **Mr. Homer** made a motion to approve the minutes, **Mr. Bratton** seconded the motion. The motion was approved unanimously.

VI. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES:

Robert Duke, 432 E. Magnolia Terrace addressed the Commission to insinuate that the staff report was biased in favor of the applicant and that as a City of Mustang employee, **Ms. Helsel** should not advocate for or against an applicant's request. **Mr. McDaniel** corrected the citizen and explained that **Ms. Helsel's** job includes making recommendations on planning matters and every request heard before the Commission has a staff recommendation to approve or deny.

VII. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:

1. Rezoning Application RZ-4-14-16-2-27, 800-900 Block N. Sara Road, Civil Design & Survey of Oklahoma, A-1, General Agricultural and Oil and Gas District to R-1 PUD, Single Family Residential Planned Unit Development District.

Community Development Director, **Melissa Helsel**, gave the staff report. The applicant requests a change in zoning classification for the property located in the 800-900 block of N. Sara Road on the

west side. The applicant requests to rezone the property from A-1, General Agricultural and Oil and Gas district to R-1 PUD, Single Family Residential Planned Unit Development.

Ms. Helsel described the overall concept of the PUD. It is a clustered housing development with very little individual lawn area for a maintenance free living environment, with 6+ acres of common area. It will incorporate several amenities. An opaque wall will be placed around the entire perimeter. Public Sanitary Sewer and Water will be provided, but the street will be private. Each lot will have entry onto the common access drive. The utilities will be accessed by a private easement.

The PUD will have a base zoning of R-1 with certain exceptions. The PUD calls for maximum lot coverage of 65%, the Mustang Code only allows 35%. The plan allows for increased landscape buffering along N. Sara Road. The minimum lot size will be 5000 square feet; the city's code minimum is 7200 square feet. All yards, common areas, entry and buffer areas will have irrigation systems. All structures will be a minimum of 80% masonry finish. The setbacks will be 10-foot in front, 7.5 in rear and 5 on sides. Mustang code requires 30 in front, 20 in rear and 5 on sides.

Ms. Helsel reminded the Commission that this rezoning request was heard before the Planning Commission in February and was approved unanimously. In order to pass, the request would need to have six affirmative votes.

The general character of the area is low density residential. The property to the south is zoned R-E, the property to the west is zoned R-1, the property to the north is zoned A-1, and the property to the east is zoned R-E. The long-range plan calls for low density residential development, R-E through R-2. Fire Hydrants will be placed at the south end of each of the common access drives. Both water and sewer lines will be located at the south end of the subdivision, and a 15-foot utility easement will be located at the north boundary of the development.

When development occurs, the engineer will be required to follow all aspects of our drainage ordinance. They will not be permitted to discharge at any faster rate than currently exists. The City engineer will attend the City Council hearing to answer questions concerning the drainage aspect. The applicant has met with our city engineer to review the overall drainage concept and the city engineer confirms that he will only approve the preliminary plat if it meets all the requirements of our drainage ordinance.

The developers have made changes to the PUD since they submitted this last. The developer will provide a 5-foot wide drainage channel, or however much is required, on the south side of his property, on the north end of the properties on Lea Terrace to try to help with drainage flow. This will allow the property owners on Lea to keep their existing fences. They will then place the wall five feet farther to the north, reducing their green belt area by 5 feet. They will also be aligning the entrance with the entrance to Rollin' Acres across Sara Road.

Staff recommends approval of this PUD application. The fire department and police department have reviewed the rezoning application and approved it. The proposal fits within the definition and intent of a Planned Unit Development. The shape of this lot is unique. It is very long and narrow. The design of the subdivision is also unique to Mustang. It will contain houses that are a minimum of 1800 square feet, which cost between \$130 and \$140 per square foot, but they will be very close together. It will appeal to those who do not want yard maintenance and want a gated community with amenities included. Staff does not feel that this development will negatively impact property values in the surrounding area.

Mr. Brown asked for clarification on the retaining wall, which was originally going to be placed on the property line. **Ms. Helsel** responded that the developers moved the retaining wall five feet north so the property owners on the south side will be able to keep their fences. The developers will provide a drainage channel to alleviate drainage concerns. The drainage channel will be wide enough to get equipment in for maintenance.

Mr. McDaniel opened the public hearing.

Donna Skidmore, 2113 SW 67th St, spoke on behalf of her parents who live at 707 E Lea Terrace. Ms. Skidmore and her parents are opposed to the PUD for The Reserve at Sara. Ms. Skidmore stated the PUD has proposed 116 lots in 25 acres, in comparison; Clearview addition to the south has 112 lots in approximately 120 acres. Ms. Skidmore approximated that 8 of the proposed homes in The Reserve at Sara could fit on her parent's lot with 1,000 sq ft remaining. She stated the density would not be compatible with that of the surrounding area. Ms. Skidmore described the PUDs deviations from the code. Ms. Skidmore questioned what drainage improvements would be done for the homes west of Montebella Terrace where a majority of the stormwater would flow.

Ms. Skidmore described Muirfield II, a similar concept; she stated that while all the lots were sold the addition was not built out to completion. She stated The Reserve could take years to complete and the surrounding neighbors would have to live with the ongoing construction. Ms. Skidmore's parents abut where phase one of the PUD would end, she expressed concerns about the amount of runoff from phase one and the undeveloped area. Ms. Skidmore asked the Commissioners to take in consideration the effect this development could have on the existing property owners and look at the proposed development from their side.

Kyle Sheppard, 1224 E Highline Way, addressed the Commissioners in favor of the rezoning request. He spoke about the growth occurring in Mustang and how the proposed development would benefit the community.

Mr. Brown asked if the drainage could be done to the full extent while phase one is in construction. Mr. Kyle Sheppard responded that Sheppard and Sons is trying to do right by the city and the surrounding neighbors and is willing to work with them.

Ms. Yakish asked why the developers wanted to deviate from the R-1 requirements. Mr. Kyle Sheppard explained that the deviations from the code were done to best utilize the piece of property.

Mark Ritchie, 2201 Rambling Road, of Civil Design and Survey, spoke on behalf of the applicants and developers, Sheppard and Sons. He stated that the gross density for the whole 25 acres is not substantially different from the ordinance.

Kyle Sheppard addressed the Commissioners again to explain that a PUD is a variance from the code, it is possible to deviate from the zoning regulations, and you just have to ask permission.

Ms. Yakish asked if 116 homes are too many for that piece of property. Mr. Kyle Sheppard gave several reasons why this property is the perfect spot for this kind of development.

Cody Sheppard, 2333 W Beaver Point Dr, spoke on behalf of Sheppard and Sons. He stated the company has wanted to do a project like this for years and they are financially able and found the right piece of property. They are planning to build a nice community.

Mark Ritchie addressed the Commissioners again to discuss the drainage. He stated the drainage ordinance applies to the whole development and to each individual phase.

Robert Duke, 432 E. Magnolia Terrace, stated his concerns about drainage, traffic, the strain on the city's public utilities and how Mustang is changing.

Jim Sheppard, 1224 E. Highline Road, spoke on behalf of Sheppard and Sons. He described his company and stated they were not going to put a product in there that would be a deterrent or harm the existing properties. He stated he has had multiple offers from commercial companies for this land and he has said no to all. He stated there is a need for this type of living. When you live within city limits there is an expectation that the land around you will be developed and to think otherwise is shortsighted, the only way to keep land is undeveloped is to buy it. He stated he is committed to see this project through and there is already interest in it. This will be a quiet, controlled

neighborhood with quality homes. He is willing to work with everyone to make them happy and he values the comments voiced at the public hearing.

Evelyn Hughes, 615 E Lea Terrace, spoke in favor of the PUD. She stated that the development and drainage improvements will help the community.

Mr. Homer made a motion to close the public hearing, **Mr. Bratton** seconded the motion. The motion was passed unanimously.

Mr. Homer described the PUD ordinance and added that he thought the concept for The Reserve at Sara was a good thing.

Ms. Yakish described the changes in Mustang and the issues that had been voiced. She stated that she doubted the Sheppard's would do a poor job and that this type of development seemed preferable to other types of developments.

Mr. Homer described his own drainage issues and addressed the traffic comments.

Mr. McDaniel commented that this development is the best outcome, it could be worse.

Mr. Hix stated that apartments and condos were high density but this development is single family residential.

Mr. Miller recommended a few changes to the Design Statement in Section 4 and that the PUD will be compliant with Chapter 50, you can't get a variance for drainage.

Mr. Homer made a motion to approve the rezoning request with the amendments to the Design Statement, **Ms. Yakish** seconded the motion.

A roll call vote was taken:

Jan Yakish	Yes
Dan Hix	Yes
Jesse Bratton	Yes
Brad Homer	Yes
Jerry Brown	Yes
Billy McDaniel	Yes

The motion was approved unanimously.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

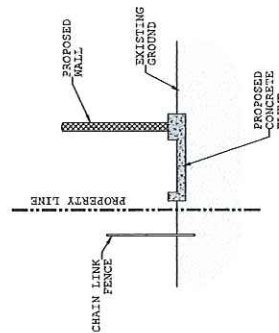
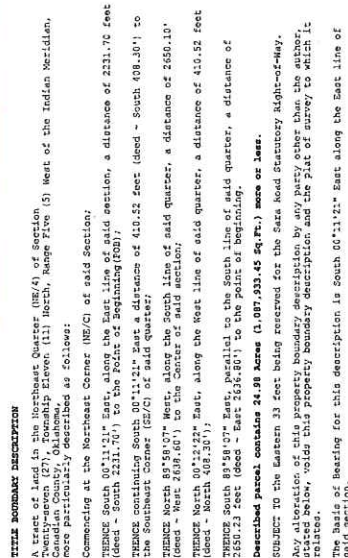
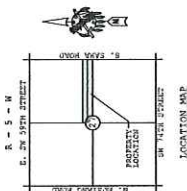
VII. ADJOURNMENT:

Mr. Homer made a motion to adjourn, **Mr. Brown** seconded the motion. The motion was approved unanimously. The meeting was adjourned at 8:23 p.m.

CHAIRMAN

DATE

SECRETARY



CROSS SECTION A-A

THE CITY OF MUSTANG
PLANNED UNIT DEVELOPMENT

PUD-_____

DESIGN STATEMENT FOR

The Reserve at Sara

PREPARED BY:

Sheppard and Sons Construction, Inc.
1224 East Highline Lane
Mustang, Oklahoma 73064
&
Mark A. Ritchie, PE, PLS
Civil Design & Survey of Oklahoma, Inc.
2201 Rambling Road
Edmond, Oklahoma 73025

June 15th, 2016

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9.7	ACCESS REGULATIONS

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	9.14 PUBLIC IMPROVEMENTS
	9.15 COMMON AREAS
	9.16 OTHER UTILITIES
10	DEVELOPMENT SEQUENCE
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1 INTRODUCTION

The Planned Unit Development (PUD) of The Reserve at Sara consists of 25 acres and is located within the NE/4 of Section 27, Township 11N Range 05W of the Indian Meridian, Canadian County, Oklahoma.

The Subject Property upon which The Reserve at Sara will be built is located on the West side of Sara Road, half way between SW 59th Street and SW 74th Street and has 410 feet of frontage onto Sara Road.

The Concept for this PUD is to provide for smaller lots for a maintenance free living environment. The Reserve at Sara accomplishes the purpose and intent of the PUD as defined by the Mustang Municipal code by encouraging innovative development of this smaller parcel. Development of the parcel is challenged by its abnormal length to width ratio. The parcel is one half mile long but only 410 feet wide;

2 LEGAL DESCRIPTION

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Northeast Corner (NE/C) of said Section;

THENCE South 00°11'21" East, along the East line of said section, a distance of 2231.70 feet (deed ~ South 2231.70') to the Point of Beginning(POB);

THENCE continuing South 00°11'21" East a distance of 410.52 feet (deed ~ South 408.30') to the Southeast Corner (SE/C) of said quarter;

THENCE North 89°58'07" West, along the South line of said quarter, a distance of 2650.10' (deed ~ West 2638.60') to the Center of said section;

THENCE North 00°12'22" East, along the West line of said quarter, a distance of 410.52 feet (deed ~ North 408.30');

THENCE South 89°58'07" East, parallel to the South line of said quarter, a distance of 2650.23 feet (deed ~ East 2636.80') to the point of beginning.

3 OWNER/DEVELOPER

The owner and developer of this property will be Sheppard & Sons Construction, Inc. 1224 E. Highline Lane, Mustang, Oklahoma 73064.

4 SITE AND SURROUNDING AREA

4.1 Site Topography

The undeveloped site is mostly flat to gently sloping with an elevation of approximately 1355ft to 1326ft across the site. Drainage flows West-Southwesterly across the site. The site is covered with grass and trees. There are no special flood hazard areas that affect the site.

4.2 Soil Condition

The site predominantly contains two soil types: Binger fine sandy loam (BnC) and Nash-ironmound complex NaD2. The soils consist of moderately deep, well drained, moderately permeable soils. The soils are on very gently sloping uplands. Slopes range from 1 to 8 percent

4.3 Surrounding Site

The Vacant site is presently zoned A-1, Surrounding properties are zoned and/or developed as follows:

North: There is approximately 25 acres to the north which is zoned A-1 which is the only non-residential zoning in the area. It has one home on it, with Sara Homestead further to the North being zoned PUD-1-05 (base R-1).

East: Property east of the site is zoned R-E and developed with residential use, Rolling Acres Addition.

South: Property south of the site is zoned R-E and developed with residential use, Clear view Addition. The properties in Clearview Addition that abut The Reserve at Sara will keep their existing fences. At a minimum, a drainage system will be built along the South boundary of the PUD to control stormwater flowing between the PUD and these lots. The PUD's masonry wall will be built along the North side of the drainage system so that the drainage system is located between the PUD's masonry wall and the existing fences of these lots to the South of the PUD. All drainage improvements shall comply with Chapter 50 of the Mustang Code of Ordinances.

West: Property West of the site is zoned R-1 and developed with residential use, Savannah Lake Estates.

5 CONCEPT

This Planned Unit Development is an alternative approach to conventional land use controls. It provides a special zoning classification for the Subject Property that is intended to be innovative yet still maintain appropriate limitations on the character and project-wide intensity of the use of the land. It provides compatibility and buffering with adjoining properties while at the same time providing for the efficient arrangement of home sites and incorporates amenities such as a large walking trail common area, gated entry, recreational facilities, clubhouse, and grounds maintenance for the entire PUD.

In contrast to typical residential subdivisions, each lot will have minimal lawn area for the individual lot owner to own and maintain; instead, the large (6 acre) common area will serve the PUD as a whole by merging all the open space into one large commonly shared and maintained lawn and landscaped area. This common area is L-shaped and positioned along the South and West edges of the project to best serve as a buffer between the smaller lots proposed in this project and the larger, established home sites in the adjacent subdivisions.

The Reserve at Sara design concept mirrors other successful developments in the central Oklahoma area. The 25 acre single-family detached residential development will be grouped

into a series of courtyards. Each courtyard will be served by a Private Access Drive and Private Utility Easement (A lane for traffic maneuvering that provides access to lots in a subdivision; that extends directly from and connects to an approved street; that may be substandard in certain design respects to a street; that is privately owned and maintained by the property owners association for the subdivision; and that serves as a Private Utility Easement). Each Private Access Drive will connect to the private street built to the City of Mustang's structural pavement thickness standards for long term durability and maintenance minimization. This private street will incorporate large diameter traffic circle cul-de-sacs with a twenty foot wide lane around their perimeters, at the West end of each of the phases to facilitate proper traffic flow. Inside the perimeter lane, the traffic circle cul-de-sacs will have a large center island landscaped to serve as an aesthetic amenity and to break up the line-of-sight down the one half mile private street.

A large (6 acre) common area will contain walking trails, seating areas, landscaping, and additional parking for residents and their guests. This common area and its amenities will bring neighbors together, promote exercise, and encourage wildlife to remain in the area.

The project will be a gated community with restricted access and will be served by a single private street as shown on the Master Development Plan. The private street will be twenty-six feet wide. No parallel curbside parking will be allowed along any curb of any section of the private street. Parking is to be provided along the common area in groupings as shown on the attached Master Development Plan Map. This parking will serve the residential overflow and visitor parking needs as well as for the parking needs of residents that choose to drive to the large (6 acre) common area.

A wall/fence will be built around the entire boundary of the project as its phases are developed. The wall/fence will be constructed of any combination of brick, stone, stucco, cast-in-place or pre-cast concrete, wood, or wrought iron. Along the West end of all but the final phase, the fence may be built out of wood since it will become an internal fence once the next or final phase is developed.

6 SERVICE AVAILABILITY

Due to the location of the PUD within the area of Mustang, all services are presently available to serve this site. The services are as follows:

6.1 STREETS

The nearest street to the North is Cordella Way entering into Sara Homestead off of Sara Road and to the South is East Lea Terrace entering into the Clearview Addition. The Subject Property will derive its access onto Sara Road which is a two lane asphalt section line road. The entryway for the PUD onto Sara Road will be positioned to line up directly across from East Whispering Oaks Terrace.

6.2 SANITARY SEWER

Sanitary sewer facilities are presently available to serve the Subject Property by way of an existing sewer main located in the existing subdivision to the West.

6.3 WATER

Water is currently available to serve the Subject Property by way of a 12 inch water main which runs North and South on the East side of Sara Road. The Subject Property will connect to this existing water main by boring under Sara Road.

6.4 FIRE PROTECTION

Fire protection is presently available from the existing Mustang Fire Station, Located at 465 W. SH152, approximately 1/4 mile South and 1 3/4 West of the site.

6.5 GAS, ELECTRICAL, AND DATA SERVICE

Adequate urban utilities are available for extension into the Subject Property. Utility lines will be extended to serve the area at the time of development. Proper coordination with the various utility companies will be made by the developer of this site.

7 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or

limitations are placed upon the development of the PUD. Certain zoning districts are referred to as a part of the special Development Regulations of this PUD. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the city of Mustangs Planning and Zoning Code as such exists at the time of development of this PUD. In the event of a conflict between provisions of this PUD and any of the provisions of the Mustang Municipal Code, as amended (Code) in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the code shall prevail and be controlling; provided however, that in the event of a conflict between the special use and development regulations specifically negotiated as a part of this PUD and the provisions of the code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, such special use and development regulations of this PUD shall prevail and be controlling.

The following special conditions listed in sections 8.0 through 10.0 shall not be changed or amended in any way except by action of the city council, after review and recommendation by the planning commission.

8 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the R-1 Single-Family District shall govern this PUD except as modified herein, including conditional, special permit, special exception requirements and/or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

9 ADDITIONAL USE AND DEVELOPMENT REGULATIONS

9.1 INTENSITY REGULATIONS

- 9.1.1 The maximum lot coverage shall not exceed 65%.
- 9.1.2 The maximum number of single family homes shall not exceed 116.
- 9.1.3 The minimum lot size will be 5,000 square feet.
- 9.1.4 The minimum home size will be 1,800 square feet.

9.2 LANDSCAPING REGULATIONS

- 9.2.1 The subject parcel shall meet or exceed all requirements of chapter 122, division 2 of the Mustang Municipal Code.
- 9.2.2 A minimum fifteen (15) foot landscape buffer shall be required along Sara Road with 2 inch minimum caliper trees planted on minimum twenty (20) foot centers within the buffer except within the sight triangle.
- 9.2.3 All yards, common areas, entry, and buffer areas shall contain automated irrigation systems
- 9.2.4 All landscaping shall be situated so that it does not create a sight restriction hazard for vehicles entering and exiting the site.

9.3 FACADE REGULATIONS

All structures shall be a minimum of 80% masonry finishes (brick, stone, or stucco).

9.4 SCREENING REGULATIONS

Fences, Entry, and Gates. Fences within the PUD shall be 6 foot wood in structure and must be constructed upon completion of the home by the builder. No portion

of any front yard shall be allowed to be enclosed by a fence or any other structure. Maintenance of the wood fencing for each lot shall be shared by the lot owners on either side of the fence in question. The perimeter fence surrounding the PUD shall be constructed from brick, stone and iron and shall be maintained by the maintenance fees paid monthly by each homeowner from the homeowners association. The Entry shall be constructed from brick, stone and iron with decorative, electronic entry iron and wood Gates. No other fencing other than described shall be approved.

All lot owners will be members of the homeowners' association. The homeowners' association shall remain in perpetuity.

9.5 PLATTING REGULATIONS

Platting shall be required at the time of development.

9.6 PRIVATE IMPROVEMENT REGULATIONS

- No carports or accessory buildings nor structures shall be allowed.
- No storage of any boats or recreational vehicles of any form shall be allowed except those that can be parked within the garages of the homes

9.7 ACCESS REGULATIONS

9.7.1 Streets throughout the PUD shall be private, and maintained by the homeowners.

9.7.2 Neither Semi-Tractors nor trailers shall be allowed on the private street except for construction vehicles used during construction activities.

9.7.3 Access throughout the PUD shall be by private street.

9.8 PARKING REGULATIONS

The design of all parking facilities in this PUD shall be in accordance with Article X, Chapter 122 of the Mustang Municipal Code, except as noted herein.

Private garages shall count toward meeting parking requirements, provided each parking space in a garage shall be a minimum of 8 feet by 18 feet. No driveway parking will be allowed; vehicles must be parked within the garage of the home.

No parallel curbside parking will be allowed along any curb of any section of the private street. Parking is to be provided along the common area in groupings as shown on the attached Master Development Plan Map. This parking will serve the residential overflow and visitor parking needs as well as for the parking needs of residents that choose to drive to the large (6 acre) common area.

9.9 SIGNAGE REGULATIONS

Residential identification signage (walls signs) shall be used as a part of the gated entry at the access point to the public street. Signage shall be a maximum of 8 feet in height with a maximum display area of 100 square feet. Freestanding signage shall be permitted during construction only or for sales purposes.

9.10 ROOFING REGULATION

All structures shall have a minimum of an 8/12 pitch roof and have a minimum of a 30 year shingle or better. All shingles shall be weather wood in color.

9.11 SIDEWALK REGULATIONS

A five (5) foot sidewalk shall be constructed within the right-of-way of Sara Road, This sidewalks will be required at the platting stage and installed prior to the acceptance of any occupancy certificates being issued in the PUD by the City of Mustang. A four (4) foot sidewalk along the common area, in accordance with the requirements of the City of Mustang Subdivision Regulations, shall be constructed upon completion of each phase.

9.12 HEIGHT REGULATIONS

Shall comply with Municipal Code.

9.13 SETBACK REGULATIONS

Setback regulations for the specified use and development of the PUD shall be:

9.13.1 A 10 foot build line shall exist for the front yard of each structure.

9.13.2 A 7.5 foot build line and public utility easement shall exist for the Rear yard of each structure.

9.13.3 A 5 foot build line shall exist for the side yards of each structure.

9.13.4 A 15 foot build line and public utility easement shall exist along the entire Northern boundary of the development.

9.14 PUBLIC IMPROVEMENTS

Water and sanitary sewer infrastructure improvements to serve the development shall be dedicated to the public.

Public improvements shall be made by the developer throughout the PUD as required by the City of Mustang Public works department or other City, County, or State Department or agency. All Local, State and Federal ordinances as they shall apply to the site will be adhered to fully.

9.15 COMMON AREAS

Maintenance of any common areas in the development shall be the responsibility of the Property Owners Association. No structures, storage of materials, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks and benches shall be permitted if installed in a manner to meet the requirements specified above.

9.16 OTHER UTILITIES

Other private and franchised utilities such as gas, electric, and data shall be restricted to servicing each lot by way of the fifteen foot utility easement located along the length of the Northern boundary of the PUD and by way of the fifteen foot utility easement located along the back lot lines, oriented North and South, between each of the courtyards.

10 DEVELOPMENTAL SEQUENCE

Developmental phasing shall be allowed as a part of the development of this PUD.

11 EXHIBITS

Exhibit A: Zoning & Utility Atlas Map

Exhibit B: Soil Map

Exhibit C: Flood Plain Map

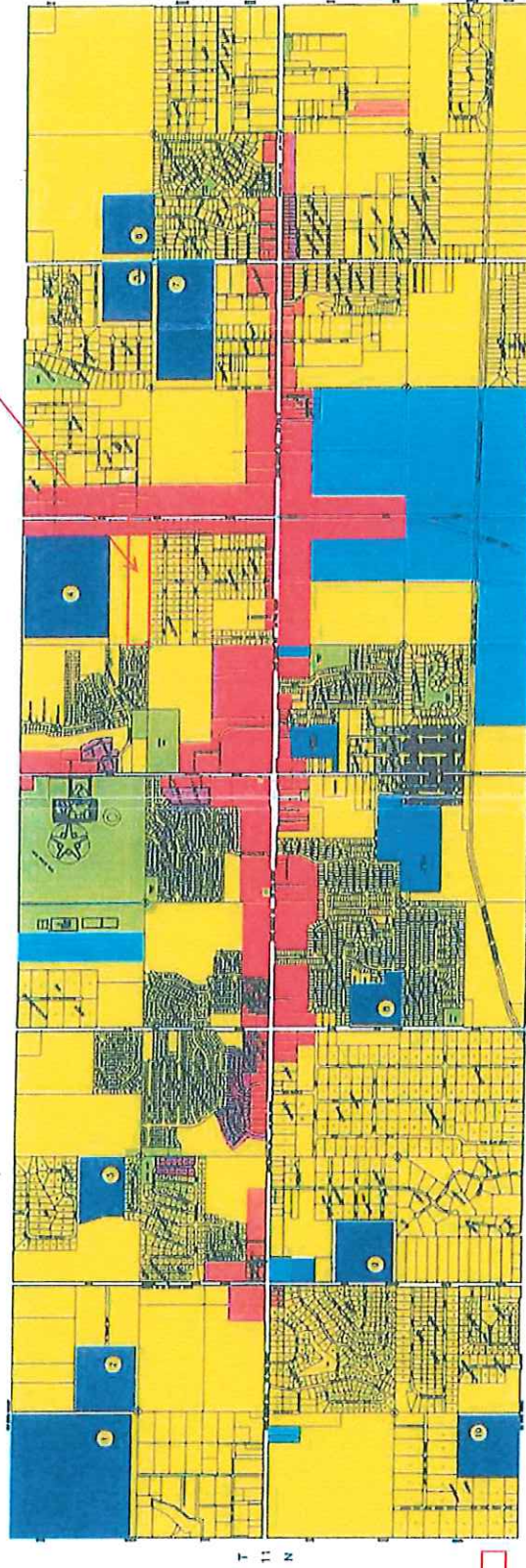
Exhibit D: Current Zoning Map

Exhibit E: Long-Range Plan Map 2020

Exhibit F: Master Development Plan

CITY OF MUSTANG, OKLAHOMA

THE LONG-RANGE PLAN MAP - 2020 PROPOSED AMENDMENTS



- LEGEND**
- Low Density
 - Medium/High Density
 - Commercial/Rebal
 - Mobile Home Park
 - Commercial/Office
 - Industrial General
 - City Property
 - Existing Schools
 - Proposed School Site
 - Proposed Sports/Park Area



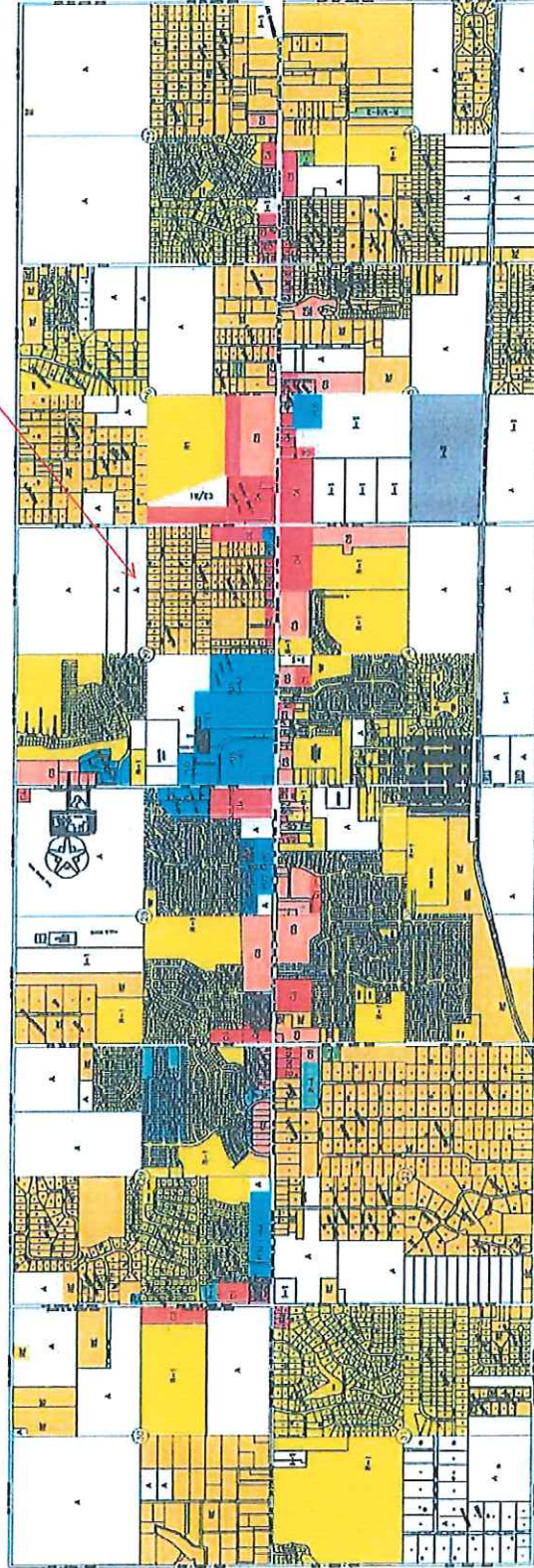
Source: The University of Oklahoma
Regional and City Planning Division
December 2003
Figure 12

CITY OF MUSTANG, OKLAHOMA

ZONING MAP

PROPOSED AMENDMENTS

Subject Property



LEGEND

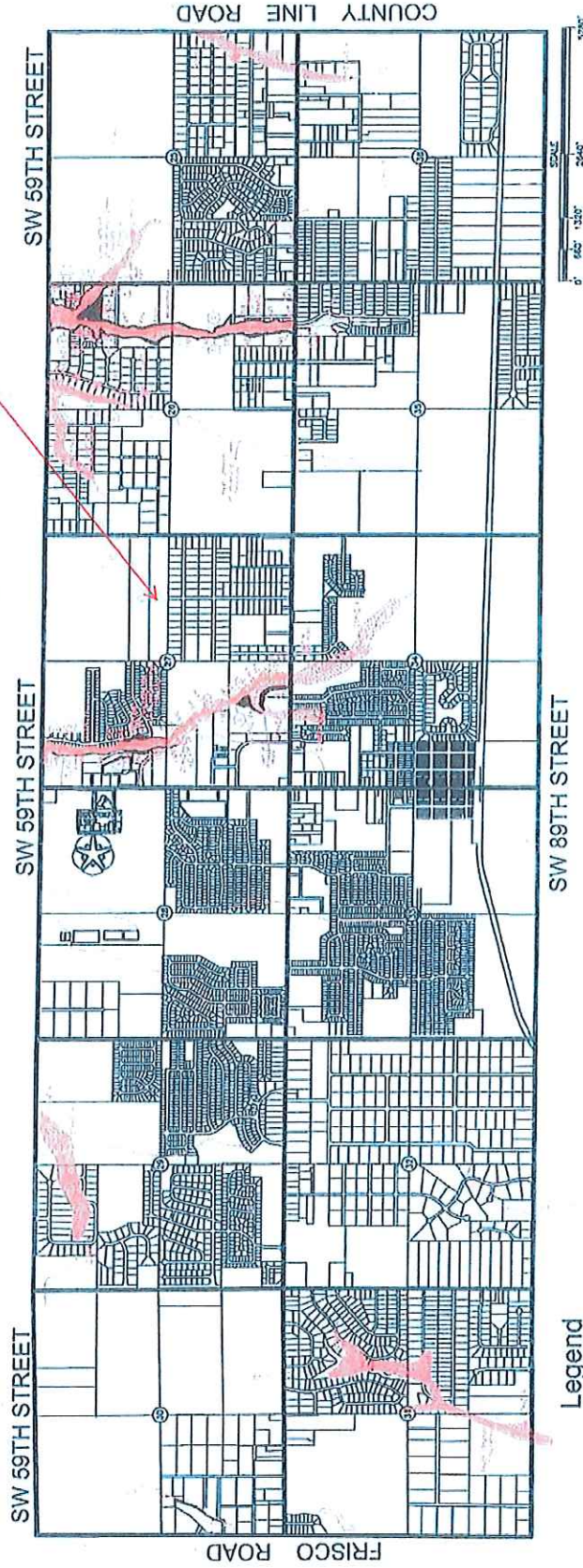
COMMERCIAL	INDUSTRIAL	RESIDENTIAL	OTHER
C-1	I-1	R-1	A
C-2	I-2	R-2	PUD
C-3	I-3	R-3	
C-4	I-4	R-4	
		R-5	
		R-6	
		R-7	
		R-8	
		R-9	
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		R-48	
		R-49	
		R-50	



Source: The University of Oklahoma
Regional and City Planning Division
December 2003
Figure 7

FLOOD PLAIN MAP CITY OF MUSTANG, OKLAHOMA

Subject Property



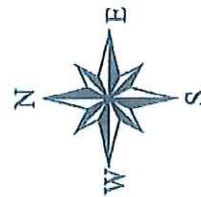
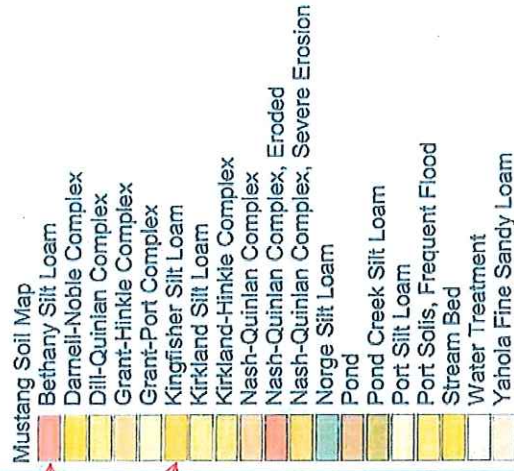
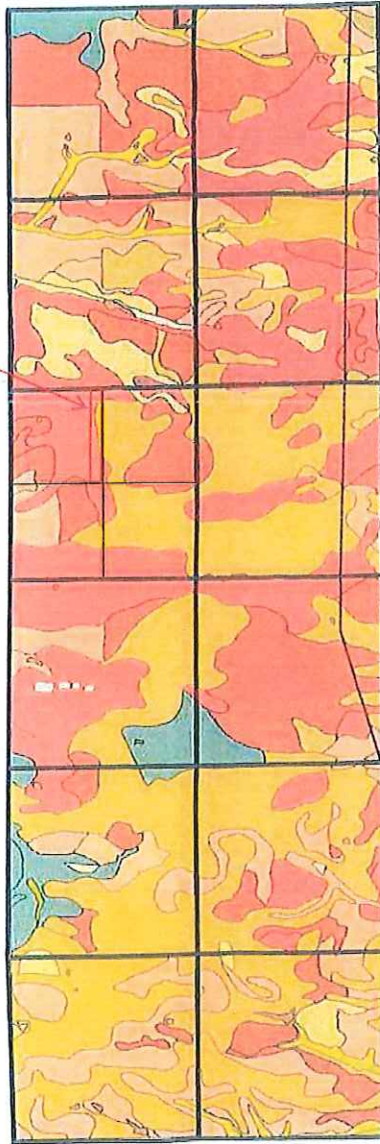
Legend

- 500 Year Floodplain
- 100 Year Floodplain

Source: The University of Oklahoma
Regional and City Planning Division
December 2003
Figure 4

Soils Map City of Mustang, Oklahoma

Subject Property



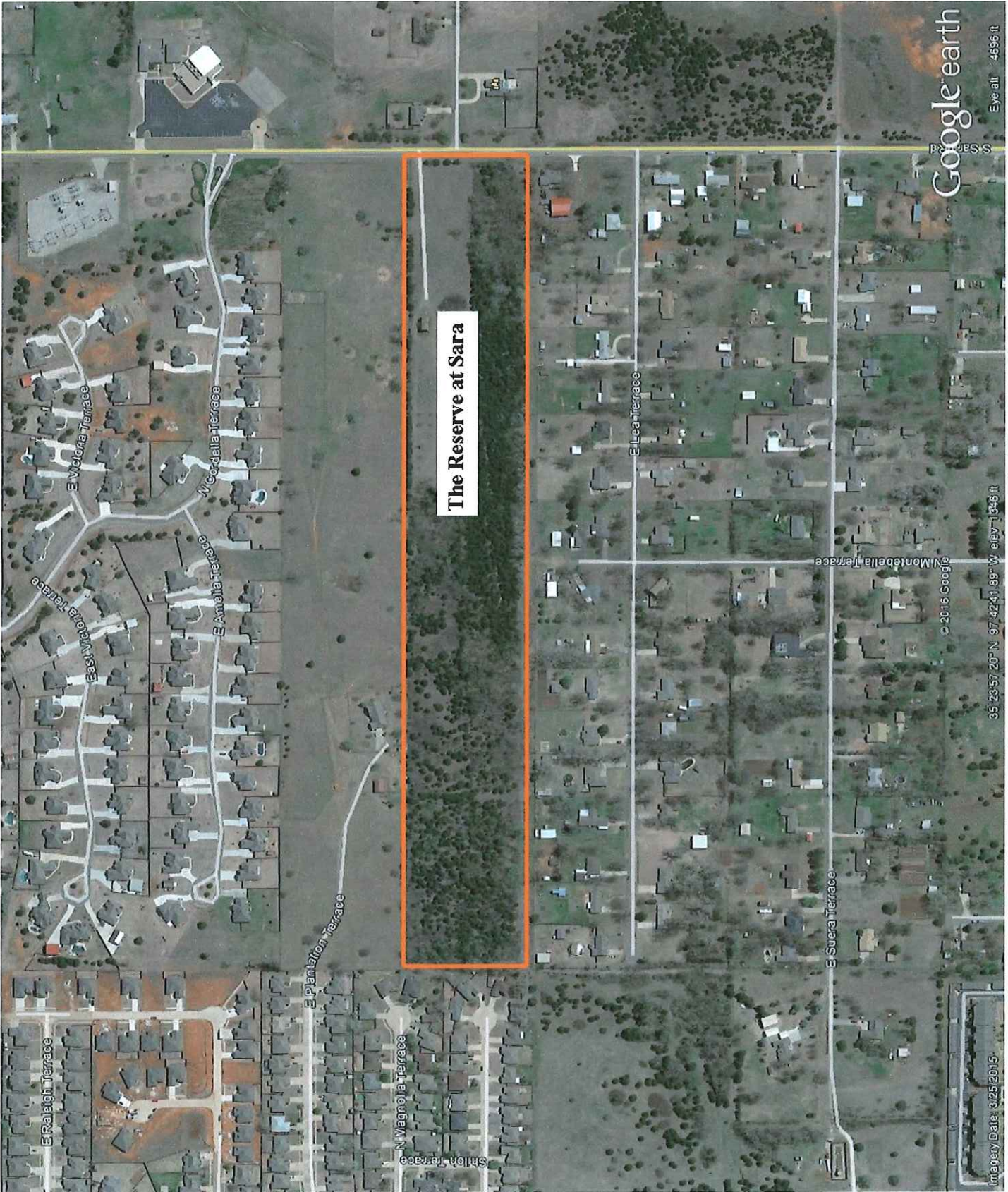
0 0.8 1.6 Miles

Source: The University of Oklahoma
Regional and City Planning Division
December 2003
Figure 5



Tue Aug 11 2015 08:00:17 PM





The Reserve at Sara

Google earth

Eye alt 4696 ft

Process

© 2016 Google

35° 23' 57" 20" N 97° 42' 41" 89" W elev 1546 ft

Imagery Date 3/25/2015

**PUBLIC HEARING NOTICE OF THE
MUSTANG PLANNING COMMISSION**

On Tuesday, June 14, 2016, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF REDISTRICTING

CURRENTLY ZONED: A-1, General Agricultural and Oil and Gas District
REQUESTED ZONING: R-1 PUD, Single Family Residential Planned Unit Development
APPLICATION BY: Civil Design & Survey of Oklahoma, Inc. (Mark A. Ritchie, PE, PLS)
PROPERTY OWNER: Sheppard & Sons Construction, Inc.

GENERAL VICINITY OF PROPERTY: 800-900 Block Sara Road, West Side

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Tract I: A tract of land in the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma described as follows, to-wit: Beginning 2231.7 feet South of the Northeast corner of said Section 27; thence South 204.15 feet; thence West 2637.7 feet; thence North 204.15 feet; thence 2636.8 feet East to the point of beginning.

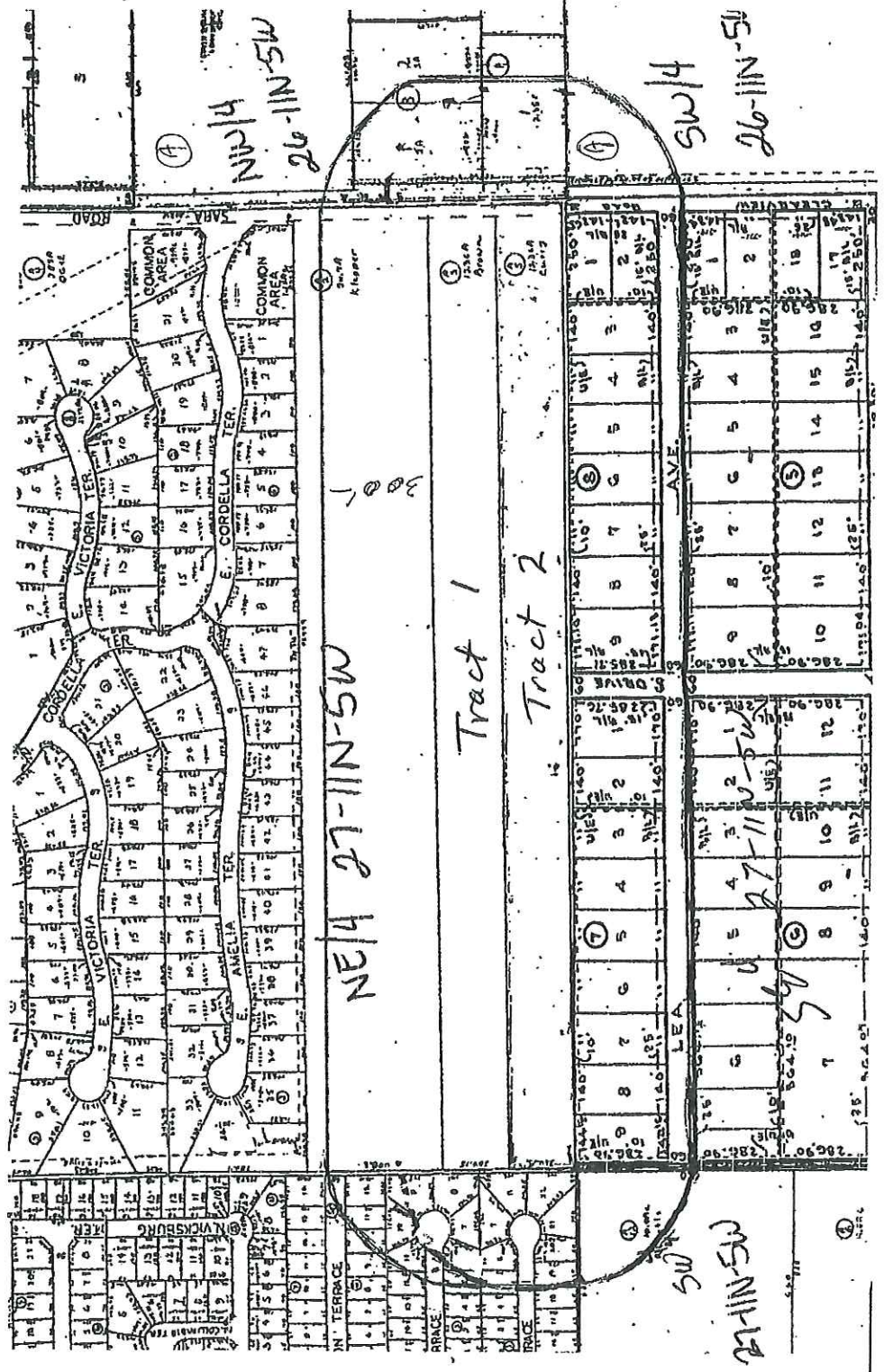
Tract II: A part of the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as: Beginning 2435.85 feet South (field measured South 00°11'21" East) of the Northeast corner of said Section 27; thence South 204.15 feet (field measured South 00°11'21" E 206.27 feet) to the Southeast corner of said NE/4; thence West along the South line of said NE/4 2638.60 feet (field measured North 89°58'07" West 2650.10 feet) to the Southwest corner of said NE/4; thence North along the West line of said NE/4 204.15 feet (field measured North 00°12'22" East 206.37 feet); thence East 2637.70 feet (field measured South 89°58'07" East 2650.17 feet) to the point of beginning.

(Treated as one tract when combined for the purposes of this rezoning application)

As an interested property owner your comments are invited at the public hearing for or against the request. You may file a written petition and 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.

Respectfully,
Melissa Helsel, Community Development Director



NE 1/4 27-11N-5W

27-11N-5W

SW 1/4 26-11N-5W

Tract 1

Tract 2

NE 1/4 26-11N-5W

SW 1/4

26-11N-5W

SW 1/4

27-11N-5W

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF CANADIAN)

The undersigned bonded abstractor in and for Canadian County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, as updated by the records of the County Clerk of Canadian County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

TRACT I:

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, described as follows, to-wit:
Beginning 2231.7 feet South of the Northeast corner of said Section 27; thence South 204.15 feet; thence West 2637.7 feet; thence North 204.15 feet; thence 2636.8 feet East to the point of beginning.

TRACT II:

A part of the Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as: Beginning 2435.85 feet South (field measured South 00°11'21" East) of the Northeast corner of said Section 27; thence South 204.15 feet (field measured South 00°11'21"E 206.27 feet) to the Southeast corner of said NE/4; thence West along the South line of said NE/4 2638.60 feet (field measured North 89°58'07" West 2650.10 feet) to the Southwest corner of said NE/4; thence North along the West line of said NE/4 204.15 feet (field measured North 00°12'22" East 206.37 feet); thence East 2637.70 feet (field measured South 89°58'07" East 2650.17 feet) to point of beginning.

(Treated as one (1) tract when combined for purposes of this report)

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (7), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

SURFACE OWNERSHIP LIST

OWNERS	LEGAL
Sheppard & Sons Construction, Inc. P.O. Box 939 Mustang, OK 73064	Pt NE/4 Sec. 27-11N-5W (A-3 & A-5 on map) (Tracts 1 & 2 of subject property)
Donald Klepper & Carolyn 624 E. Plantation Terrace Mustang, OK 73064	Pt NE/4 Sec. 27-11N-5W (A-2 on map)
Charles A. Salatka, as Archbishop of the Archdiocese of Oklahoma City and His successors % Holy Spirit Catholic Church of Mustang 1100 N. Sara Road Mustang, OK 73064	Pt NW/4 Sec. 26-11N-5W (A-1 on map)
Donald E. Hurst & Sammie K. 901 E. Whispering Oaks Mustang, OK 73064	Lot 1, Block 3, ROLLIN ACRES
James B. McColl, Jr. & Lynda C. McColl, co-trustees of the James B. McColl Jr. & Lynda C. McColl Revocable Trust dated July 29, 1999 901 N. Redbud Terrace Mustang, OK 73064	Lot 2, Block 3, ROLLIN ACRES
Saleh Mohd Al-Zubi P.O. Box 645 Wheatland, OK 73097	Lot 1, Block 1, ROLLIN ACRES
Borneman-Mustang, LLC 3235 Majestic Circle Conway, AR 72034	Pt SW/4 Sec. 26-11N-5W (A-1 on map)
Lynn W. LaFever, Jr. & Linda R. 601 N. Caddell Way Mustang, OK 73064	Lot 1, Block 8, CLEARVIEW ADDN.
Jerry McNeil (1/2 int) 712 Alamo Mustang, OK 73064	Lot 2, Block 8, CLEARVIEW ADDN.

Janet Ward (1/2 int)
900 E. Whispering Oaks Terrace
Mustang, OK 73064

(Lot 2, Block 8, CLEARVIEW ADDN. contd)

Donna F. Warren
823 E. Lea Terrace
Mustang, OK 73064

Lot 3, Block 8, CLEARVIEW ADDN.

Dale & Annette Castor Trust dated Dec. 9, 2009
815 E. Lea Terrace
Mustang, OK 73064

Lot 4, Block 8, CLEARVIEW ADDN.

Glenn Walker & Sandy
805 E. Lea Terrace
Mustang, OK 73064

Lot 5, Block 8, CLEARVIEW ADDN.

Jon Marvin Leeth & Carol A.
745 E. Lea Terrace
Mustang, OK 73064

Lot 6, Block 8, CLEARVIEW ADDN.

Clendon L. Manor & Judy K.
727 E. Lea Terrace
Mustang, OK 73064

Lot 7, Block 8, CLEARVIEW ADDN.

Connie L. Evans
P. O. Box 154
Jenks, OK 74037

Lot 8, Block 8, CLEARVIEW ADDN.

John J. Chaney & Bobbie J. Chaney, co-trustees
of the John & Bobbie Chaney Living Trust
Dated November 17, 2014
707 E. Lea Terrace
Mustang, OK 73064

Lot 9, Block 8, CLEARVIEW ADDN.

Donald Glen Francen & Willa Mae Francen,
Co-trustees of the Donald Glen Francen and
Willa Mae Francen Trust under Trust Indenture dated
October 27, 2009
805 N. Montebella
Mustang, OK 73064

Lot 1, Block 7, CLEARVIEW ADDN.

William L. Littleton & Beverly J. Littleton,
Co-Trustees of the Littleton Family Trust dated
May 9, 2006

Lot 2, Block 7, CLEARVIEW ADDN.

629 E. Lea Terrace
Mustang, OK 73064

Eveyln Kae Hughes
615 E. Lea Terrace
Mustang, OK 73064

Carrie Rose Crafts
605 E. Lea Terrace
Mustang, OK 73064

Henry Holder & Kathryn A.
547 E. Lea Terrace
Mustang, OK 73064

Dennis L. Asper & Jerry Ann
537 E. Lea Terrace
Mustang, OK 73064

Jose Homero Vallejo & Hilda M.
525 E. Lea Terrace
Mustang, OK 73064

Joseph A. Barter Jr. & Stephanie V.
515 E. Lea Terrace
Mustang, OK 73064

Dennis Baker & Vicki R.
507 E. Lea Terrace
Mustang, OK 73064

Gary J. Cartwright & Jill
508 E. Lea Terrace
Mustang, OK 73064

Frank D. DeVous and JoAnn DeVous, Trustees
of the DeVous 2012 Revocable Trust under
Agreement dated September 12, 2012
512 E. Lea Terrace
Mustang, OK 73064

Nicklas Alan Evans & Stefania S.
538 E. Lea Terrace
Mustang, OK 73064

Lot 3, Block 7, CLEARVIEW ADDN.

Lot 4, Block 7, CLEARVIEW ADDN.

Lot 5, Block 7, CLEARVIEW ADDN.

Lot 6, Block 7, CLEARVIEW ADDN.

Lot 7, Block 7, CLEARVIEW ADDN.

Lot 8, Block 7, CLEARVIEW ADDN.

Lot 9, Block 7, CLEARVIEW ADDN.

Part Lot 6, Block 6, CLEARVIEW ADDN.
* see attached report from Treasurer's
Office for brief legals (2 tracts)

Part Lot 6, Block 6, CLEARVIEW ADDN.
* see attached report for brief legals
(2 tracts)

Part Lot 6, Block 6, CLEARVIEW ADDN.
*see attached report for brief legal

Daniel P. Eads & Sharon V.
550 E. Lea Terrace
Mustang, OK 73064

Lot 5, Block 6, CLEARVIEW ADDN.

Mark A. Williams
606 E. Lea Terrace
Mustang, OK 73064

Lot 4, Block 6, CLEARVIEW ADDN.

The Schroeder Family Revocable Trust dated
the 21st day of December, 2000
618 E. Lea Terrace
Mustang, OK 73064

Lot 3, Block 6, CLEARVIEW ADDN.

Brian W. Bales & Tammy D.
628 E. Lea Terrace
Mustang, OK 73064

Lot 2, Block 6, CLEARVIEW ADDN.

Elizabeth J. Newcomb
636 E. Lea Terrace
Mustang, OK 73064

Lot 1, Block 6, CLEARVIEW ADDN.

David Gonda & Lori
708 E. Lea Terrace
Mustang, OK 73064

Lot 9, Block 5, CLEARVIEW ADDN.

Michael R. Shrouf & Lois A.
P. O. Box 142
Mustang, OK 73064

Lot 8, Block 5, CLEARVIEW ADDN.

John R. Williams & Pamela
736 E. Lea Terrace
Mustang, OK 73064

Lot 7, Block 5, CLEARVIEW ADDN.

Frances A. Asper Revocable Trust under agree-
ment dated July 8, 1988 (successor Trustee unknown)
c/o Dennis Lee Asper
537 E. Lea Terrace
Mustang, OK 73064

Lot 6, Block 5, CLEARVIEW ADDN.

Carl T. Shipman & Teddy Dean Martin-Shipman
806 E. Lea Terrace
Mustang, OK 73064

Lot 5, Block 5, CLEARVIEW ADDN.

Howard A. Ross & Betty S.
816 E. Lea Terrace
Mustang, OK 73064

Lot 4, Block 5, CLEARVIEW ADDN.

Robert D. Norbury & Marie E.
824 E. Lea Terrace
Mustang, OK 73064

Lot 3, Block 5, CLEARVIEW ADDN.

David J. Miller & Mary E.
719 N. Sara Road
Mustang, OK 73064

Lot 1, Block 5, CLEARVIEW ADDN.

Ronald J. Curtis Jr.
27 Haymeadow Lane
Ayer, MA 01432

Pt SW/4 Sec. 27-11N-5W (A-12 on map)

Brent A. Long & Marty J.
420 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 19, Block 1, THE PLANTATION

Beverly C. Ray
424 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 20, Block 1, THE PLANTATION

Michael E. Baker & Lisa M.
428 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 21, Block 1, THE PLANTATION

Philip D. Rich & Connie L.
432 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 22, Block 1, THE PLANTATION

Jake L. Conrad Jr. & Lavonne M.
429 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 8, Block 3, THE PLANTATION

Jacob Sparks
425 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 7, Block 3, THE PLANTATION

Mark Thiessen & Rhonda
421 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 6, Block 3, THE PLANTATION

Steven Charles Carlson & Tonya Dian
417 E. Twelve Oaks Terrace
Mustang, OK 73064

Lot 5, Block 3, THE PLANTATION

Colby Holmes & Jessica
420 E. Magnolia Terrace
Mustang, OK 73064

Lot 5, Block 5, PLANTATION 2ND ADDN.

Christopher Gregory Kerr & Melissa D.
424 E. Magnolia Terrace
Mustang, OK 73064

Lot 6, Block 5, PLANTATION 2ND ADDN.

David E. Mangrum & Erin E.
428 E. Magnolia Terrace
Mustang, OK 73064

Lot 7, Block 5, PLANTATION 2ND ADDN.

Robert L. Duke & Anita A.
432 E. Magnolia Terrace
Mustang, OK 73064

Lot 8, Block 5, PLANTATION 2ND ADDN.

Stephanie Brodersen
433 E. Magnolia Terrace
Mustang, OK 73064

Lot 9, Block 5, PLANTATION 2ND ADDN.

Nicholas A. Prater & Karlie B. Buntin
429 E. Magnolia Terrace
Mustang, OK 73064

Lot 10, Block 5, PLANTATION 2ND ADDN.

Kathryn M. Cisper
425 E. Magnolia Terrace
Mustang, OK 73064

Lot 11, Block 5, PLANTATION 2ND ADDN.

Ralph Deluccio & Mary Jane Deluccio, Trustees
of the Revocable Trust Agreement of Ralph &
Mary Jane Deluccio dated September 19, 2011
421 E. Magnolia Terrace
Mustang, OK 73064

Lot 12, Block 5, PLANTATION 2ND ADDN.

James W. Reddick III
424 E. Plantation Terrace
Mustang, OK 73064

Lot 9, Block 8, PLANTATION 3RD ADDN.

Michelle A. Igo
428 E. Plantation Terrace
Mustang, OK 73064

Lot 10, Block 8, PLANTATION 3RD ADDN.

Gary G. Read & Jean C. Read, co-trustees of the
Gary G. & Jean C. Read Revocable Trust dated
April 28, 2015
432 E. Plantation Terrace
Mustang, OK 73064

Lot 11, Block 8, PLANTATION 3RD ADDN.

Harold D. Maloy & Alice S.
436 E. Plantation Terrace
Mustang, OK 73064

Lot 12, Block 8, PLANTATION 3RD ADDN.

City of Mustang, Office of the City Clerk
1501 N. Mustang Road
Mustang, OK 73064

all dedicated streets and roads within the
study area

Dated: May 2, 2016 at 7:30 AM

First American Title & Trust Company

A handwritten signature in cursive script that reads "Estelle Cash".

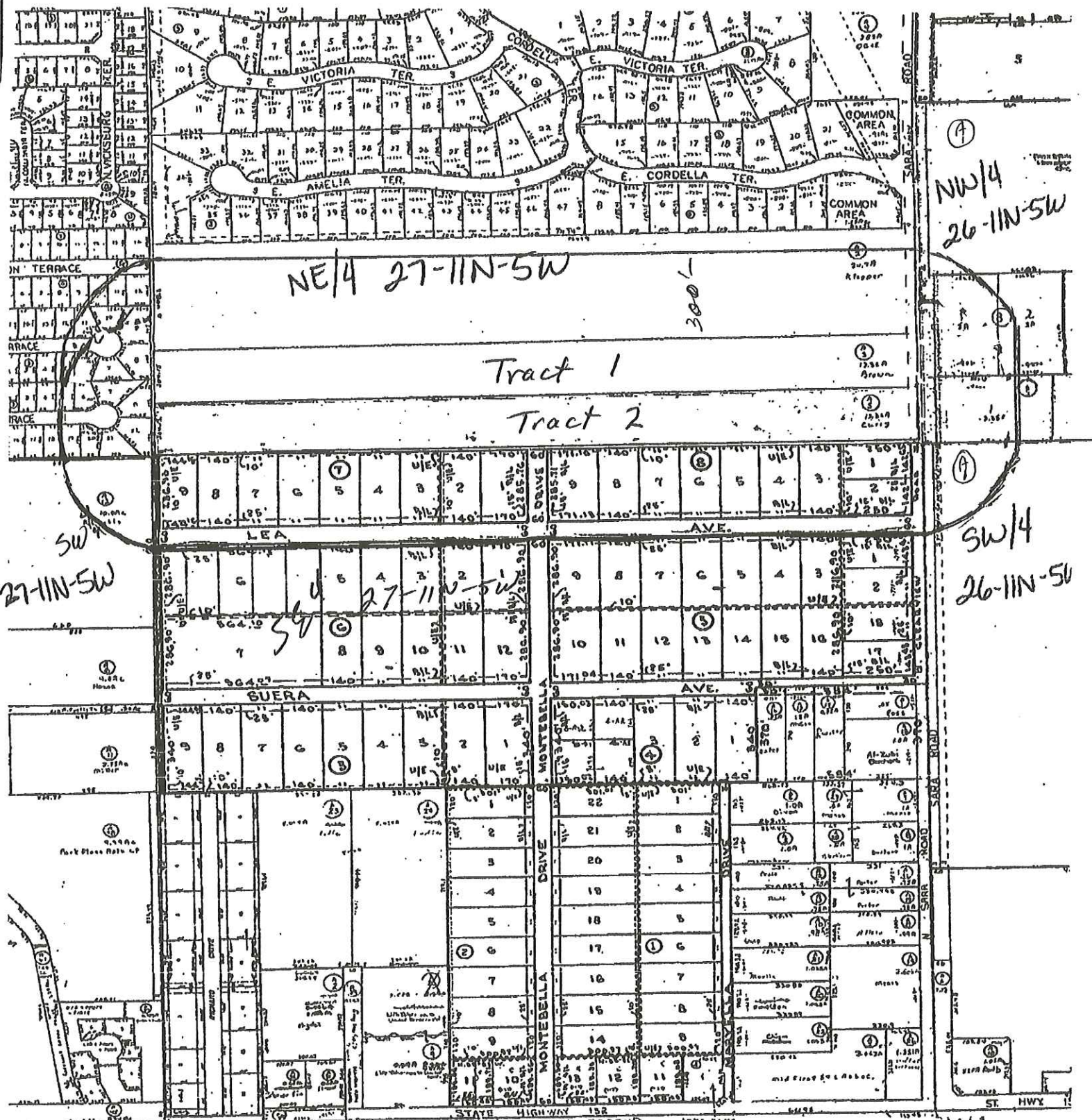
By:

Estelle Cash

Abstractor License No. 0323

OAB Certificate of Authority # 0058

File No. 2041222-A-WA99 (Revised and combined 2 properties)



S.D. 16
COUNTY, OKLA. CITY OF SE 1/4 : SECTION 27
MAP 248.0-27

T11N : R5W

NOT RECORDED
1900 MAY 1900
CANADIAN COUNTY, OKLA.
A. R. R. 1900
4000
047, 05256

SW 1/4 : SECT

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-2

2. MEETING DATE: June 21, 2016

3. TITLE: Acceptance of Proposals for Comprehensive Plan Update Consulting Services

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Accept Proposals

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION:

In February of 2016, the Community Development Department issued a Request for Proposals for consulting services for an update to the city's comprehensive plan.

Nine proposals were received.

Staff requests Council's acceptance of the nine proposals that were received.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends acceptance of proposals

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-3

2. MEETING DATE: June 21, 2016

3. TITLE: Award Contract for Comprehensive Plan Update Consulting Services

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Award Contract

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION:

In February of 2016, the Community Development Department issued a Request for Proposals for consulting services for an update to the city's comprehensive plan. Nine proposals were received.

Staff selected the three candidates that most closely met the city's needs and a selection committee was formed. The selection committee included Mayor Jay Adams, Vice-Mayor Jess Schweinberg, Billy McDaniel, Planning Commission Chairperson, the City Manager, Community Development Director and City Planner.

After interviewing Halff Associates, Houseal Lavigne and Freese & Nichols, all committee members selected Halff Associates as the best suited to work with the city on the comprehensive plan update project. Halff will be working with ADG Consultants as well, a regional planning group.

Staff requests Council's approval of the contract with Halff Associates.

7. FINANCIAL IMPACT: \$60,000.00 for Fiscal Year 2015/2016 and \$60,000.00 for Fiscal Year 2016/2017

8. STAFF COMMENTS: Staff recommends awarding of contract.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Planning Services, hereinafter called "Agreement," is entered into by the **City of Mustang, Oklahoma**, an Oklahoma Municipality duly authorized to act by the City Council of said Client, hereinafter called "Client," and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Consultant," relative to Consultant providing professional planning services to the Client. Client and Consultant when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** Consultant shall provide to the Client basic planning services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by a planner to a municipality for comprehensive planning services. Consultant shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.
3. **Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Consultant receives payment. Such interest is due and payable when the overdue payment is made.
It is understood and agreed by the Parties that Consultant's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.
Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.
4. **Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Consultant in obtaining access to property necessary for performance of Consultant's work for the Client, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use solely for the purposes of performing the services described in this Agreement, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.
5. **Termination of Work** - Either the Client or the Consultant may terminate this Agreement at any time, with or without cause, upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Consultant for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Consultant's services under this Agreement by Client or by another service provider. Following Consultant's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Consultant's final invoice, pay the Consultant for all services rendered and all costs incurred up to the date of Consultant's receipt of such notice of termination. Notwithstanding any other term to the contrary, Consultant's termination rights shall only be applicable for good cause. Should Consultant terminate for any reason other than good cause and be found to be in breach of this clause, Consultant shall be responsible for reimbursing Client for the actual damages reasonably emanating from said breach in accordance with the normal and customary contract breach damage models.
6. **Ownership of Documents** - Upon Consultant's completion of services and receipt of payment in full,

Consultant shall grant to Client a non-exclusive license to possess the final documents and instruments produced in connection with Consultant's performance of the work under this Agreement, if any. Said documents and instruments may be copied, duplicated, reproduced and used by Client for the purpose of implementing recommendations within the comprehensive plan. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Consultant and may not be used or reused, in any form, by Client without the express written authorization of Consultant. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Consultant, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Consultant may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Consultant's other activities provided that Consultant acknowledges that information provided by Client to Consultant that is marked or otherwise documented to be Confidential. Consultant shall use its best reasonable efforts to maintain the confidentiality of such information and shall not use such information for any purpose(s) other than the performance of the services required under this Agreement.

7. **Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Consultant, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. **Indemnification.** Consultant does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Consultant, Consultant's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Consultant are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Consultant agrees to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Consultant shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. **Prompt Performance by Engineer.** All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the planning profession in the State of Oklahoma applicable to such planning services contemplated by this Agreement.

12. **Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Consultant's personnel, or any personnel, professionals and/or consultants retained by Consultant, Consultant shall promptly propose substitutes to whom the Client has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Consultant may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Consultant to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of Oklahoma (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Canadian County, Oklahoma.

15. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Consultant. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Intentionally Left Blank.

17. Timeliness of Performance - Consultant shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Consultant in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Consultant mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Consultant, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. INTENTIONALLY LEFT BLANK

21. WAIVER - Any failure by Consultant or Client to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Consultant or Client may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

HALFF ASSOCIATES, INC.

By:



Signature

Dennis Blind

Printed Name

Vice President

Title

June 14, 2016

Date

CITY OF MUSTANG, OKLAHOMA

By:

Signature

Printed Name

Title

Date

EXHIBIT A
Mustang, OK Comprehensive Plan
Scope of Services
19 May 2016

Phase I - Project Initiation and the Status of Mustang

Communicate through the **community and to the leadership** of Mustang the role of a Comprehensive Plan. This phase will provide the energy and define community issues for previous phases. Initiates the project and establishes the factual basis on which the rest of the plan is developed.

Phase II - City Wide Vision Plan

Identifies needs based on technical analysis of data developed in phase one and involves citizens, community groups and Mustang leadership in refining technical issues and identifying issues and refining goals and objectives concerning community planning and development. Establishes the preferred city wide Vision.

Phase III - Comprehensive Plan & Implementation

Develops plan elements, policies and programs to address critical issues and achieve community goals and objectives that are consistent with State of Oklahoma and local statutes. Develops the implementation tools necessary to focus actions needed to ensure plans, guidelines, policies and programs are recommended.

PHASE I – PROJECT INITIATION and THE STATUS of MUSTANG

Task 1 Communication, Outreach, and Management

1.1 Kick-off Introduction Meeting

The team will meet with the City and their team to review and agree on process for the following: project management, project schedule and project meetings. Confirm city's membership for the Comprehensive Plan Steering Committee (5-9 members). A graphic project schedule will be presented.

1.2 Base Mapping and Aerial Photography

The Halff/ADG team will create a digital base for the project from files and aerial data provided to the consultant from the City's GIS map data sets. The most recent base and aerial information is best for increased accuracy during the city wide planning process.

1.3 Analysis of Mustang Reports and Data Sets

The team will review and study existing data and reports that relate to development potential and redevelopment of targeted areas. The City will provide copies (hard and electronic) of existing reports and data for the Halff/ADG Team to review. This information will be provided by the client at the start of the project.

The following components shall serve as input for plan's development:

- Comprehensive Plan: <http://www.cityofmustang.org/cd/page/comprehensive-plan-land-use-map>
- HazardMitigationPlan: <http://www.canadiancounty.org/DocumentCenter/View/5479>
- MunicipalCode: https://www.municode.com/library/ok/mustang/codes/code_of_ordinances
- Community Development Webpage: <http://www.cityofmustang.org/cd>
- Chamber Of Commerce: <http://mustangchamber.publishpath.com/>
- Mustang GIS Map: <http://www.meshekgis.com/mustangmap/>
- ACOG: <http://www.acogok.org/central-oklahoma/>

1.4 Stakeholder Interviews (30 minutes each)

The Halff/ADG Team will conduct 20 interviews of the following people individually to solicit input regarding the Comprehensive Plan. The Halff/ADG Team will produce the interview questions prior to the interviews. The client (City of Mustang) will contact and confirm a time for the stakeholder. Client will provide invitations and meeting rooms for the interviews. Interview should include people such as the following:

- Mayor
- Mustang City Council members
- Planning & Zoning Commission (Chairman)
- Comp Plan Steering Committee (Chair)
- Economic Development Leadership
- ACOG (selected members)
- Mustang School Board (Superintendent)
- Key Senior Staff

TASK 2 Public Participation / Consensus Building

2.1 City Presentations & Meetings

The Halff/ADG team will be conducting regularly scheduled presentations to a series of interested stakeholders. These presentations will be focused on the specific topic of the month as the process evolves. The presentations will be aided with a power point presentation and will include paper handouts. With the proposed schedule in mind, handouts will be distributed 48-hrs.prior to the presentation.

2.1.1 Planning Commission – Meeting

This meeting will be an agenda item on a regularly scheduled meeting of the Mustang Planning Commission (2nd Tuesday in July) and will serve as a kick-off meeting for the Comprehensive Plan.

2.1.2 Steering Committee

The Steering Committee (identified by the City with assistance from Halff/ADG) will serve as a review, input, and directional body for the Comprehensive Plan throughout the planning process. The Halff/ADG Team will meet monthly during the planning process to present materials for committee background, discuss critical issues related to the development of the Comprehensive Plan, and obtain feedback and direction from the Committee. The City will be responsible for providing a venue for the committee meetings and notifying committee members.

2.2 Communication & Consensus

The Halff/ADG Team will develop and maintain a series of communication systems that are specifically targeted for Mustang to receiving input during the planning process. The modes of communication target the many different social-economic groups in the community.

2.2.1 Comprehensive Plan Logo (branding)

The Halff/ADG Team will partner with the City to develop a project specific branding strategy to allow for the project to have a consistent and commonly known name for project stakeholders. Halff/ADG will brainstorm with the City on concepts and ideas to develop some preliminary project branding ideas (including a project name, logo, and color scheme) for consideration by the City. After review and comment by the City, Halff/ADG will finalize the brand concept for use across the project. A unified and recognizable brand for the Comprehensive Plan is critical to help engage the community and produce a unified plan.

2.2.2 Comprehensive Plan Web Page

A project website could convey project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, schedule information, workshop information, educational links and downloadable documents. The team would develop a custom website that would be fully responsive, meaning the layout would adapt to all devices from smartphones to tablets to laptops to desktops.

2.2.3 Community Survey

SurveyMonkey (www.surveymonkey.com) provides the capability to invite participants to share their views through an online survey they can access

whenever they choose. These surveys supplement meeting discussions because they allow input from people who either can't participate in the larger meeting sessions or choose not to. The team will design and upload a survey to solicit community input regarding desires for future community development, Downtown needs and growth and development viewpoints.

2.3 Goals & Objectives Statement - Preliminary

The team will develop a preliminary set of goals and objectives to evaluate the alternative comprehensive plan scenarios and eventual preferred scenario, and land use plan against. The initial goals and objectives statement will come from the stakeholder interviews. The team will attempt to get the goals and objectives to be measurable, such as an example level of service, as possible. These goals and objectives will be organized in a series of categories, such as transportation, land use, infrastructure systems, quality of life, and others.

Task 3 EXISTING COMMUNITY INVENTORY & Analysis

3.1 Existing Land Use

The Halff/ADG Team will develop a plan graphic that defines the location and influence of existing land uses in the comprehensive planning area. Halff/ADG Team will complete a visual reconnaissance of the City of Mustang, taking digital photographs to record issues. The following systems will be mapped in a single graphic plan in color for the City (with relationships to current plans in Mustang).

- Residential (3 to 5 density/building typologies)
- Mixed Use
- Retail - Neighborhood
- Retail - Regional
- Office - Neighborhood
- Office - Corporate Park
- Industrial – Light
- Public Facilities
- Public Parks

3.2 Growth Analysis

Determine if existing public facilities are capable of handling future growth. Identify deficiencies in major infrastructure systems and understand their capacity for additional development.

3.3 Population & Demographics

Demographic data required to create a community profile will review socio-economic and demographic data sets of the community. Data will be gathered from local and State sources using their current population models.

3.3.1 Historical Perspective

3.3.2 Projections and Trends

TASK 4 Charrette & Public Participation / Consensus Building #1

4.1 Planning Charrette

The Halff/ADG Team will conduct a two (2) day planning charrette. This charrette or public workshop will be full of citizen interactive times to be polled on their desired for the future of Mustang. During the two-day event land use concepts will be created that explores regional issues; such as the John Kilpatrick Turnpike extension, de-annexation of OKC properties and the potential annexation by Mustang. This planning event also provides the time with citizens and community stakeholders to develop the preliminary three (3) alternative scenarios. At the end of the second day Public Workshop #1 will be conducted to summarize and solicit additional input.

4.2 Public Workshop #1 – Current Status & Existing Analysis

This workshop meeting of Mustang citizens & stakeholders will serve as a review, input, and approval process for phase one of the Comprehensive Plan. This meeting will be regularly scheduled and will include citizen engagement processes to solicit input from citizens and conduct a SWOT analysis. The workshop will be schedule for evening to increase public participation and will include solicitation events to maximize engagement. The workshop will be advertised via the plan web page and in local newspapers.

PHASE II – CITY WIDE VISION PLAN

TASK 5 Alternative Scenerios (3)

5.1 Alternative City-wide Scenarios (3)

The Halff/ADG Team will develop three (3) comprehensive Vision scenarios for the city. These scenarios continue to present a foundation for the future and promote balanced growth while linking us to desired future trends and the selected community vision. Each scenario will generate an implication to the following issues and other elements that may result from stakeholder input:

TASK 6 Public Participation / Consensus Building #2

6.1 Public Workshop #2 – Alternatives

This workshop meeting of Mustang citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan. This meeting will be regularly scheduled. The workshop will be schedule for evening to increase public participation and will include solicitation events to maximize engagement. The workshop will be advertised on our comprehensive plan web page and in local newspapers.

TASK 7 Preferred Scenario (1)**7.1 Preferred City-wide Scenario (1)**

The Halff/ADG Team will develop one preferred (1) comprehensive Vision scenario for the city from the community input we have gathered. The scenario will present a foundation for the future and promote balanced growth while linking us to desired future trends and the selected community vision. The scenario will generate an implication to the following issues and other elements that may result from stakeholder input:

7.2 Goals & Objectives Statement - Final

The team will develop a final set of goals and objectives to evaluate the alternative comprehensive plan scenarios and eventual preferred scenario, and land use plan against. The initial goals and objectives statement will come from the stakeholder interviews. The team will attempt to get the goals and objectives to be measurable, such as an example level of service, as possible. These goals and objectives will be organized in a series of categories, such as transportation, land use, infrastructure systems, quality of life, and others.

PHASE III – COMPREHENSIVE PLAN & IMPLEMENTATION**TASK 8 FUTURE LAND USE PLAN**

Develop a Future Land Use Plan Element, as a part of the Comprehensive Plan that defines the relationship of a future development to other systems. The data will include a graphic map including land use categories. This element will include the following data, plan graphics, and supporting information:

8.1 Future Land Use Plan

The team will develop a land use plan that responds to the input received on the preferred alternative scenario and related City and MPO growth model. Land uses are listed and will have supporting tabular data and text:

- Residential (3 to 5 density/building typologies)
- Mixed Use
- Retail - Neighborhood
- Retail - Regional
- Office - Neighborhood
- Office - Corporate Park
- Industrial
- Public Facilities
- Public Parks

8.2 Annexation Strategy

The Halff/ADG Team is aware of potential property adjacent to Mustang that the City of Oklahoma City is possible considering to de-annex. This is a significant land use consideration that will be reviewed and studied (SWOT analysis and economic potential).

The planning process with the alternative scenarios and public workshops will assist the City in vetting the annexation potential and establishing a community preferred position, if the desire is for this item to be public.

TASK 9 TRANSPORTATION ELEMENT

9.1 Thoroughfare Multimodal Plan

Develop a Transportation Plan Element, as a part of the Comprehensive Plan that defines the relationship of a proposed system to the Land Use Plan Element. Also recommendations for updates to the Thoroughfare Plan will emphasize a multimodal approach to include vehicular, pedestrian mobility and hike/bike trails. The data will include a graphic plan to identify future relationships.

The John Kilpatrick Turnpike extension is an important part of this Thoroughfare Multimodal Plan --- and what the community's viewpoint is on the alignment, access points, sound mitigation solutions, etc. The planning process with the alternative scenarios and public workshops will assist the City in vetting the extension proposal and establishing a community preferred position.

TASK 10 PARKS AND TRAILS ELEMENT

10.1 Parks and Trails Plan

Recommendations will be made, relating to the modifications needed to integrate the park/trails and future land use plan together. Review and offer recommendations for better utilization of the parks and open spaces. This task shall also include an evaluation of the existing parks and recreation opportunities in the City and make recommendations for expansion or improvement to serve the projected population and existing and future development patterns.

- Parks
- Pedestrian Trails

TASK 11 ECONOMIC DEVELOPMENT ELEMENT

11.1 Economic Development Strategy

Review current city and community market conditions while developing a strategy and plan for increased economic development growth. This growth will identify sites for commercial and employment opportunities. This element will be established from local and State data sets.

TASK 12 HOUSING ELEMENT**12.1 Housing Plan and Strategy**

Analyze current housing & population trends from information provided to the Halff/ADG team. Create a plan working with current community character – provide methods to ensure a cohesive, complimentary mix of residential, commercial, agricultural and industrial uses for current and future residents. Forecast future housing trends & needs as a strategy.

TASK 13 SUSTAINABLE STORMWATER MANAGEMENT ELEMENT**13.1 Stormwater Management Plan**

- MS-4 compliance/NPDES permit policies will be reviewed for State, EPA and federal compliance. Recommendations will be created for the City to update and administrator as needed.
- Stormwater and erosion management
- Menu of BMPs

13.2 LID & Green Stormwater Management

Methods/recommendations on implementing lid & green stormwater management practices into the comprehensive plan and actions for the municipal code.

TASK 14 TOWN CENTER / URBAN DESIGN ELEMENT

14.1 The Halff/ADG Team shall develop strategies that address community image and preservation of community attributes and character. The strategies should consider enhancing the aesthetics of the city through streetscape design, community design guidelines, wayfinding/branding opportunities along major corridors and identification of significant areas of interests. A focus may include these areas:

- a) Integration of developments to encourage a live, work, play environment
- b) Enhance linkages to surrounding neighborhoods
- c) Create a desirable urban environment that promotes private investment
- d) Special events and programming of public spaces
- e) Grow economic development
- f) Develop recommendations to increase pedestrian access
- g) Community gateways
- h) PlaceMaking

TASK 15 Public Participation / consensus building #3**15.1 Public Workshop #3**

This workshop meeting of Mustang citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan Update. This meeting will be regularly scheduled. The workshop will be schedule for evening to maximize public participation. The

workshop will be advertised on our comprehensive plan web page and in local newspapers.

TASK 16 IMPLEMENTATION STRATEGIES

16.1 Draft Strategies

Based on feedback from the draft comprehensive plan elements and final direction received from the stakeholders, the Halff/ADG Team will prepare a matrix that identifies specific short (1-year), medium (3-years) and long-term (10-years) implementation actions and strategies, responsible parties, supporting parties, timeframes, conceptual costs and potential funding sources for the goals associated with each element, along with recommendations related to additional studies that should be undertaken by the City.

Based on feedback from the review meeting, the Halff/ADG Team will prepare a matrix that identifies specific short, medium and long-term implementation actions and strategies, establish benchmarks, responsible parties, supporting parties, timeframes, and potential funding sources for the goals associated with each element, along with recommendations related to additional studies that should be undertaken by the City.

TASK 17 COMPREHENSIVE PLAN PREPARATION & ADOPTION

17.1 Draft Mustang Comprehensive Plan Report

- A. Prepare a draft comprehensive plan report including maps of the City, surveys, charts, graphics, photographs, appendices, glossary, planning terms, and strategies in the plan which help explain and support the planning process and conclusions.
- B. Meet with Client to review the draft document and receive direction for revisions.

17.2 Planning & Zoning Commission – Approval Meeting

The Halff/ADG team will conduct a meeting with the Planning & Zoning Commission to solicit approval of the Draft Comprehensive Plan and move forward for an adoption hearing.

17.3 Mustang City Council Hearing – Adoption Hearing

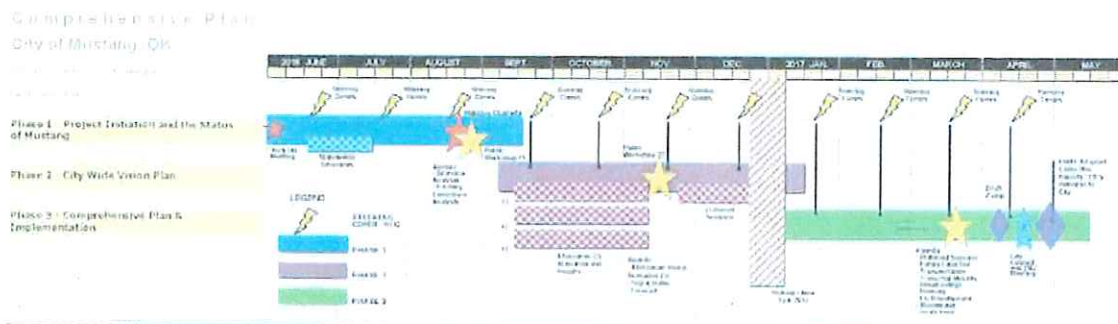
The Halff/ADG team will conduct a Public Hearing with the City Council to solicit approval of the Draft Comprehensive Plan and move forward on final printing.

17.4 Final Mustang Comprehensive Plan Report

- A. Prepare a final comprehensive plan report including a map of the City, surveys, charts, graphics, and photographs in the plan which explains and supports the planning process and conclusions as approved by City Council.

The Half/ADG Team shall be compensated a lump sum fee of \$110,000 for the professional services presented in Exhibit A's Scope of Services Section.

The Half/ADG Team proposes a 12-month schedule to prepare the Comprehensive Plan and initiate its adoption process. Subject to minor changes based on Client review times and results of public outreach programs.



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 **06/07/16** MIA Minutes
- *2. Claims List for **FY '16**
- 3. Approval of **Resolution No. 16-047**, making changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$1,345,555.
- 4. Approval of **Resolution No. 16-048**, making changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$210,243.
- 5. Approval of **Resolution No. 16-049**, making changes in the Mustang Improvement Authority Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$34,706.
- *6. Approval of **Tub Grinder Agreement** for Fiscal Year 2016-2017 as Submitted by Oklahoma Environmental Management Authority "OEMA".

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
JUNE 7, 2016**

The Mustang Improvement Authority met in regular session on Tuesday, June 7, 2016, 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, June 3, 2016, at 2:40 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 **7:39 p.m.**

B. ROLL CALL

Trustees Present: Riley
Leete
Grider
Jones
Hagan
Schweinberg
Adams

Trustees Absent: None

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **05/17/16** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval to turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of Agreement to **Allow Purchasing of Water** by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5900 Twin Fawn Trail.
- *5. Approval of Agreement to **Allow Purchasing of Water** by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5816 Twin Fawn Trail.

Councilman Schweinberg requested Item D-1 be pulled from the Consent Agenda.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to approve Items D-2 thru D-5 of the Consent Agenda.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams

NAY: None

MOTION was made by **Mayor Adams**, seconded by **Councilman Grider**, to approve Item D-1 of the Consent Agenda.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams
NAY: None
ABSTAIN: Schweinberg

E. INFORMATION/REPORTS

- 1. Trustee Manager**
None.
- 2. Trustees**
None.

F. DISCUSSION ITEMS

- *1. Public Hearing on Fiscal Year 2016-2017 Annual Budget for the City of Mustang, the Mustang Improvement Authority and Related Funds in Accordance with State Statutes.**

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to open the Public Hearing.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

There were no requests to speak.

MOTION was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to close the Public Hearing.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

- *2. Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-041**, Approving the Fiscal Year 2016-2017 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Hagan**, to Approve **Resolution No. 16-041**, Approving the Fiscal Year 2016-2017 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

- *3. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Pay Application #1 for the Project titled Mustang Tower Improvements.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Approve Change Order #1 for the Project titled Mustang Tower Improvements

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Grider**, to Approve Pay Application #1 for the Project titled Mustang Tower Improvements.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

G. ADJOURNMENT

MOTION was made by **Trustee Schweinberg**, and seconded by **Trustee Grider**, to adjourn.

AYE: Riley, Leete, Grider, Jones, Hagan, Schweinberg, Adams
NAY: None

Meeting was adjourned at **7:41 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						
16-0794	01-B0024	BANCFIRST	2014 A BOND PAYMENT	6/2016	201606143262	189,990.84
16-1861	01-B0024	BANCFIRST	2014 B CAP. INT. PAYMENT	6/2016	201606143263	17,930.42
16-2066	01-B0120	BOND FUND	4TH PENNY TRANSFER	6/2016	201606143258	12,901.84
16-0030	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	6/2016	201606143264	230,000.00
16-2059	01-L0045	LIMITED PURPOSE FUND	3RD PENNY SALES TAX	6/2016	201606143261	70,064.67
16-2016	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEE TO MIA	6/2016	201606143267	30,000.00
16-0209	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEES	6/2016	201606143266	13,000.00
DEPARTMENT TOTAL:						563,887.77
DEPARTMENT: 72 WATER						
16-2070	01-C0135	CITY OF OKC UTILITIES	WATER PURCHASE	6/2016	201606143271	44,103.65
16-2046	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201606143279	15,329.62
16-2040	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606143283	76.16
16-2074	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606143281	440.42
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	6/2016	134634	90,274.90
DEPARTMENT TOTAL:						150,224.75
DEPARTMENT: 75 SEWER						
16-2052	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	6/2016	201606143270	65.61
16-2033	01-D0005	STATE OF OKLAHOMA	ANNUAL DISCHARGE PERMIT	6/2016	55028698	8,322.80
16-2054	01-O0010	ONE GAS, INC.	GAS SERVICE	6/2016	201606163301	59.94
16-2046	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201606143279	1,149.00
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	6/2016	134634	50,779.63
DEPARTMENT TOTAL:						60,376.98
FUND TOTAL:						774,489.50

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. ITEM NO. D-3

2. MEETING DATE: June 21, 2016

3. TITLE: Discussion, Consideration and Possible Action to Approve Resolution No. 16-047 for a Budget Supplemental in the Mustang Improvement Authority Fund for Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City received FEMA reimbursement in the amount of \$1,345,555. The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The reimbursement is for 80% of eligible costs associated with incident period of November 27-29, 2015.

A supplemental appropriation to increase the Mustang Improvement Authority Fund in the amount of \$1,345,555 to be appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-047

RESOLUTION NO. 16-047

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$1,345,555.

WHEREAS, The City received FEMA reimbursement in the amount of \$1,345,555. The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The reimbursement is for 80% of eligible costs associated with incident period of November 27-29, 2015;

WHEREAS, the Trustee desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Grant (68-45111)	\$1,345,555
Expenditures:	
Fund Balance Reserved for Emergencies (68-568-5555)	<u>\$1,345,555</u>
Total	<u>\$1,345,555</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Trustees this **21st** day of **June 2016**.

Chairman

ATTEST:

City Clerk

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. **ITEM NO.** D-4
2. **MEETING DATE:** June 21, 2016
3. **TITLE:** Discussion, Consideration and Possible Action to Approve Resolution No. 16-048 for a Budget Supplemental in the Mustang Improvement Authority Fund for Fiscal Year 2015-2016.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**

The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The City is eligible for State reimbursement in the amount of \$210,243 (two year average waiting period). The eligible percentage is 12.5% of costs associated with incident period of November 27-29, 2015. The City will recognize the revenue as income (revenue accrual) in fiscal year 2016 to offset the costs associated with this event.

A supplemental appropriation to increase the Mustang Improvement Authority Fund in the amount of \$210,243 to be appropriated in fiscal year 2016.
7. **FINANCIAL IMPACT:**
8. **STAFF COMMENTS:**
9. **STAFF SOURCE:** Janet Watts, Finance Director
10. **ORDINANCE /RESOLUTION NO. 16-048**

RESOLUTION NO. 16-048

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$210,243.

WHEREAS, The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The City is eligible for State reimbursement in the amount of \$210,243 (two year average waiting period). The eligible percentage is 12.5% of costs associated with incident period of November 27-29, 2015. The City will recognize the revenue as income (revenue accrual) in fiscal year 2016 to offset the costs associated with this event;

WHEREAS, the Trustee desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Grants (68-45111)	\$210,243
Expenditures:	
Fund Balance Reserved for Emergencies (68-568-5555)	<u>\$210,243</u>
Total	<u>\$210,243</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Trustees this **21st** day of **June 2016**.

Chairman

ATTEST:

City Clerk

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. ITEM NO. D-5

2. MEETING DATE: June 21, 2016

3. TITLE: Discussion, Consideration and Possible Action to Approve Resolution No. 16-049 for a Budget Supplemental in the Mustang Improvement Authority Fund for Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City received reimbursement in the amount of \$34,706 for ineligible debris removal from Silver Star Construction. The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The reimbursement is for costs associated with incident period of November 27-29, 2015.

A supplemental appropriation to increase the Mustang Improvement Authority Fund in the amount of \$34,706 to be appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-049

RESOLUTION NO. 16-049

A RESOLUTION TO MAKE CHANGES IN THE MUSTANG IMPROVEMENT AUTHORITY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$34,706.

WHEREAS, The City received reimbursement in the amount of \$34,706 for ineligible debris removal from Silver Star Construction. The City of Mustang experienced severe ice accumulation on electric power lines, trees, limbs that fell onto citizens property, roadways, and right-of-ways citywide. The reimbursement is for costs associated with incident period of November 27-29, 2015;

WHEREAS, the Trustee desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Miscellaneous (68-45193)	\$34,706
Expenditures:	
Fund Balance Reserved for Emergencies (68-568-5555)	<u>\$34,706</u>
Total	<u>\$34,706</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Trustees this **21st** day of **June 2016**.

Chairman

ATTEST:

City Clerk