

## AGENDA

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE/INVOCATION**

Cameron Whaley, Pastor, Canadian Valley Baptist Church

**C. ROLL CALL**

**D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES**

**E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA**

**F. CONSENT AGENDA**

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

1. Approval of **01/06/15** City Council Minutes.
2. Approval of **01/12/15** City Council Work Session Minutes
- \*3. Claims List for **FY'15**
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
5. Approval of **Resolution No. 15-032** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$13,040.

**G. INFORMATION/REPORTS**

1. City Manager  
Included in Agenda packet.
  - a. Quarterly Presentation of Financial Statements ending December 31, 2014
  - b. Approval and Presentation of **Proclamation** Celebrating the Kiwanis Club's 100<sup>th</sup> Birthday
2. City Council

**H. DISCUSSION ITEMS**

1. **Discussion, Consideration and Possible Action** regarding Approval of Cable Franchise Extension Agreement between the City of Mustang and CoxCom, Inc.
- \*2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 15-033** Adopting City of Mustang Investment Policy.
3. **Discussion, Consideration and Possible Action** regarding Approval of the Municipal Lease/Purchase of Three (3) Police Vehicles with RCB Bank for a Three Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 15-034, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

**J. CITY ATTORNEY'S REPORT**

None.

**K. ADJOURNMENT**

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

**MUSTANG CITY COUNCIL  
JANUARY 6, 2015**

The Mustang City Council met in regular session on Tuesday, January 6, 2015, 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 Wednesday, December 31, 2014, at 1:30 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** (Cameron Whaley, Pastor, Canadian Valley Baptist Church)

Cameron Whaley, Pastor, led the assembly in the Pledge and Invocation. He stated he was in his sixth year with the church and loves it. He stated the church was bringing on a new child minister this year as well as a couple of programs to help the community including a free eye clinic as well as working with the National Association of Mental Health to form a mental health support group.

**C. ROLL CALL**

|                                |                    |
|--------------------------------|--------------------|
| <b>Councilmembers Present:</b> | <b>Staples</b>     |
|                                | <b>Bowers</b>      |
|                                | <b>Jones</b>       |
|                                | <b>Hagan</b>       |
|                                | <b>Schweinberg</b> |
|                                | <b>Adams</b>       |

|                               |               |
|-------------------------------|---------------|
| <b>Councilmembers Absent:</b> | <b>Taylor</b> |
|-------------------------------|---------------|

**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 **12/16/14** City Council Minutes.
- \*2. Claims List for **FY'15**
- \*3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval of **Resolution No. 15-030** Making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$2,500.
5. Approval of **Resolution No. 15-031** Making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2014-2015 Fiscal year Budget by \$1,000.

**MOTION** was made by **Councilman Schweinberg**, seconded by **Councilwoman Hagan**, to approve Items F-1 thru F-5 of the Consent Agenda.

**AYE:** Staples, Bowers, Jones, Hagan, Schweinberg, Adams  
**NAY:** None

**G. INFORMATION/REPORTS**

**1. City Manager**

**City Manager Rooney** stated he had one item in addition to his City Manager Report and introduced **Fire Chief Hickman**.

**Hickman** thanked the Council for time to recognize the outstanding work performed by members of the Fire Department. **Hickman** stated Life Saving Medals were being awarded to Firefighters tonight explaining the Life Saving Medal is awarded to honor Fire Department members that, through their hard work and dedication to preserving human life, assisted in the successful resuscitation of a human life.

**Hickman** stated on August 31, 2014, Mustang Fire Department (MFD) responded to a medical call where the patient was found without a pulse and was not breathing. He stated MFD and EMSA began CPR and defibrillated the patient, then transported him to Baptist Hospital where he was discharged a couple of weeks later.

**Hickman** recognized the following Firefighters and called them forward with Mr. Howard Wilson, the patient, pinning the medals on their jackets.

LT Allen Sylvester  
CPL Christ Edwards  
CPL Josh Moore  
FF Levi Setliff  
DC Roy Widmann

**Hickman** also stated on October 30, 2014, MFD was notified by the EMSA ambulance crew of a walk-in patient with a possible heart attack. He stated EMSA requested Fire Department assistance in the ambulance and CPL Josh Moore was assigned. **Hickman** stated en route to the hospital, the patient went into V-FIB and MFD and EMSA defibrillated the patient. He stated the patient was transported to Baptist Hospital where he was discharged a couple of weeks later.

**Hickman** recognized the following Firefighter and called him forward with Mr. James McClung, the patient, pinning the medal on his jacket.

CPL Josh Moore

## **2. City Council**

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

**Councilwoman Staples** did not have anything to report at this time.

**Councilwoman Bowers** wished everyone a Happy New Year, but did not have anything to report at this time.

**Councilman Jones** stated Christmas lights and decorations were coming down and seem to have happy people in his Ward.

**Councilwoman Hagan** did not have anything to report at this time.

**Councilman Schweinberg** stated he had received three calls regarding speeding in the Sara Pointe Addition and asked if the Police Department could take a look into it. He also wished everyone a Happy New Year.

**Mayor Adams** stated it was quiet through the holidays and was looking forward to a wonderful 2015.

#### H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1119** to Close Existing Easement Recorded in Book 2403, Page 246, of the Records of the Canadian County Clerk.

**NOTE:** Public Hearing was held simultaneously with the Public Hearing in Item H-2.

**Community Development Director Helsel** stated this Ordinance had its first reading in the December 2, 2014, City Council meeting with January 6, 2015, being set as the date for approval of the Ordinance. She stated an easement was granted in October, 2000, for a fire line to serve Arbor House Assisted Living Center; however, the legal description shows it to be in the wrong location. **Helsel** stated it was determined it was a scrivener's error by the owner's attorney.

**Helsel** stated this item is to vacate the existing easement with the next agenda item, H-2, being the approval of the new easement with the corrected legal description for the fire line and hydrant for Arbor House Assisted Living Center.

**MOTION** was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Approve **Ordinance No. 1119** to Close Existing Easement Recorded in Book 2403, Page 246, of the Records of the Canadian County Clerk

**AYE:** Staples, Bowers, Jones, Hagan, Schweinberg, Adams  
**NAY:** None

2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Acceptance of Easement for Fire Line for Arbor House Assisted Living Center.

**Mayor Adams** opened the matter for Public Hearing for Items H-1 and H-2.

There were no requests to speak.

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

**AYE: Staples, Bowers, Jones, Hagan, Schweinberg, Adams**  
**NAY: None**

**MOTION** was made by **Councilman Schweinberg**, seconded by **Councilwoman Staples**, to Accept the Easement for Fire Line for Arbor House Assisted Living Center.

**AYE: Staples, Bowers, Jones, Hagan, Schweinberg, Adams**  
**NAY: None**

3. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for a 2015 Brush Pumper.

**Fire Chief Hickman** stated the Brush Pumper was approved in this year's budget stating bids were solicited with five bids being received. He stated all bids appear to meet specifications and would recommend acceptance of all bids.

**MOTION** was made by **Mayor Adams**, seconded by **Councilman Schweinberg**, to Accept All Bids Received for a 2015 Brush Pumper.

**AYE: Staples, Bowers, Jones, Hagan, Schweinberg, Adams**  
**NAY: None**

4. **Discussion, Consideration and Possible Action** regarding Awarding Bid for 2015 Brush Pumper.

**Fire Chief Hickman** stated staff reviewed all the bids and recommend awarding the bid to the lowest and best bid Chief Fire and Safety Co. in the amount of \$36,644.00 along with two Alternates for a total price of \$39,139.00. He stated Chief Fire and Safety Co. met all specifications and was the lowest bid.

Discussion was held concerning where Chief Fire and Safety Co. was located as well as how long it would take to complete. **Hickman** stated the vendor was located in Chickasha, Oklahoma, and once the Notice to Proceed was provided, it would take approximately 60-80 days. He also stated the chassis was purchased from State Contract with this bid being for the back end which will be installed on the chassis. **Hickman** stated once that was completed, it would be taken somewhere for lights and radios to be installed; therefore, there will be additional expenses.

**Hickman** stated the Fire Department currently has three Brush Pumpers with this one replacing a 1991 model; therefore, this was not an additional Brush Pumper, but a replacement.

**MOTION** was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Award the Bid for a 2015 Brush Pumper to Chief Fire and Safety Co.

**AYE: Staples, Bowers, Jones, Hagan, Schweinberg, Adams**

**NAY: None**

**J. CITY ATTORNEY'S REPORT**

None.

**MUSTANG CITY COUNCIL**

**JANUARY 6, 2015**

**PAGE 7**

**K. ADJOURNMENT**

**MOTION** was made by **Mayor Adams**, seconded **Councilwoman Bowers** to adjourn.

**AYE: Staples, Bowers, Jones, Hagan, Schweinberg, Adams**

**NAY: None**

The meeting was adjourned at **7:18 p.m.**

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Jay Adams, Mayor

Attest:

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Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL  
JANUARY 12, 2015  
SPECIAL MEETING**

The Mustang City Council met in a Special Meeting on Monday, January 12, 2015, at 6:00 p.m. at the Mustang Fire Department, 465 W. Highway 152, Mustang, Oklahoma. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Thursday, January 8, 2015, at 2:45 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 6:00 p.m.

**B. ROLL CALL**

|                                |                    |
|--------------------------------|--------------------|
| <b>Councilmembers Present:</b> | <b>Taylor</b>      |
|                                | <b>Staples</b>     |
|                                | <b>Bowers</b>      |
|                                | <b>Jones</b>       |
|                                | <b>Hagan</b>       |
|                                | <b>Schweinberg</b> |
|                                | <b>Adams</b>       |

|                               |             |
|-------------------------------|-------------|
| <b>Councilmembers Absent:</b> | <b>None</b> |
|-------------------------------|-------------|

**C. DISCUSSION ITEMS**

1. **Discussion** regarding a New Concession/Restroom Building for Mustang Youth Football.

**Assistant City Manager Battles** introduced the President and Vice President of the Mustang Youth Football Association (MYFA) – Mr. Louis Krivanek and Mr. Travis Helling, respectively. He stated MYFA operates youth football at the old baseball park off of 59<sup>th</sup> Street stating after several meetings between the City of Mustang and MYFA, it has been determined the facility will work as a long term location for youth football. He stated MYFA has requested the City look into building a new concession/restroom building which would provide better facilities for the families and players that attend the games. **Battles** stated currently, there was one toilet in each restroom and not in very good condition stating MYFA signed up over 350 players and the facilities are not suitable for that many families.

**Battles** stated Staff received estimates and has requested \$35,000 be transferred from the Park Improvement Reserves into the Park Improvement Fund balance stating they would like to have the facility completed by the Fall in time for the 2015 Fall season. He stated the Park Improvement Reserves currently has a balance of \$69,392.43 which, after the transfer, would leave a remaining balance of \$34,392.43. **Battles** provided a map showing an approximate location of the planned facility and stated it was an improvement that could still be used in the future if the location was redeveloped or changed.

Discussion was held concerning the number of football fields with it being stated there were two fields as well as discussion regarding if part of the same area was to be used for a dog park. It was stated a local group was looking into investing and adding onto the existing dog park; therefore, there should not be a conflict as it would not be in the same location.

Discussion was also held concerning the smell from the wastewater plant and complaints received in the past with it being stated MYFA held one season there already in order for them to decide if the location would be suitable and the games are only held for a part of the year instead of year round as the baseball fields were used. It was stated it could still be a potential problem, but the only other solution would be to build a new site and there was not money available for that.

Other discussion included who would operate the facility and games with it being stated MYFA would be responsible for supplies, labor, etc., as is done with the soccer association where they are in charge of the entire operation.

Discussion was held concerning the history of the Park Improvement Reserves account with it being stated \$15 per permit goes into the account and funds can only be used on capital purchases. It was stated the balance usually stayed around \$15,000 to \$30,000 in past years.

2. **Discussion** regarding Electric Service Providers for Street Lighting in the City of Mustang.

**Assistant City Manager Battles** stated this item was added to the agenda at the request of **Councilman Taylor** to provide some information regarding the different electric companies servicing the City of Mustang and which electrical companies service what areas of town. **Battles** provided a color coded map of the City showing where the three electrical companies, Oklahoma Gas & Electric (OG&E), Oklahoma Electric Cooperative (OEC), and Caddo Electric, provide service.

**Battles** requested additional time to compile a report with more information, but first wanted to make sure he understood what was being requested. **Taylor** stated his concern was mostly due to the number of street lights out on Highway 152 stating the map was very helpful, but would be interested in a report with additional information such as when lights are out, what is the process the City takes to inform the electrical companies, what do the electrical companies do to address the issue, and what is the process the City takes to follow up on the request.

3. **Discussion** regarding Approval of Minutes.

**City Manager Rooney** stated this item was being provided for informational purposes. He stated he had noticed instances where members of the Council abstained from voting on minutes from City Council and Mustang Improvement Authority meetings if they had not attended the prior meeting. He stated Councilmembers are permitted to vote on minutes of meetings they did not attend advising when minutes are approved, it is not an approval of what was done at the meeting, but was to confirm the minutes were an accurate record of what took place. **Rooney** provided an example of when minutes of a meeting almost did not pass because of two Councilmembers being absent and two other Councilmembers abstaining advising this would have caused a significant problem since the approval of the minutes were needed to finalize a financial transaction.

4. **Discussion** regarding the City of Mustang Investment Policy.

**Finance Director Watts** stated the City Manager requested she develop an Investment Policy as it is the policy of the City of Mustang and the duty of the City Treasurer to invest the public funds and to provide the highest investment return consistent with maximum security while meeting the daily cash flow demands of the City in conformance with the constitution of laws of the State of Oklahoma. She stated on the fifth page of the policy, the Required Collateralization Levels could change to 110% after reviewing the Cities of Edmond and Oklahoma City's policies stating she would contact them and would update this policy as needed.

**City Manager Rooney** stated the policy had been included in the last two City Manager reports for the public's review and input as well.

5. **Discussion** regarding Fire Department Improvements.

**Deputy Fire Chief Roy Widmann** provided a tour of the Fire Department.

Following the tour, **Fire Chief Hickman** provided a presentation showing where the Fire Department is now and where it needs to go and provided information to update the facility, replace obsolete equipment and improve staffing levels (presentation is available in the City Clerk's office). The information provided included, but was not limited to, the history of the Fire Department and the City of Mustang, as well as response times, number of calls, and traffic issues.

**Hickman** provided recommendations of public safety funding to provide for:

1. Purchase of land within a one-half mile radius of SH152 and Morgan Road for construction of a new fire sub-station;
2. Replace an obsolete 24 year old pumping engine;
3. Replace an inadequate 24 year old ladder truck;
4. Provide a funding mechanism to hire additional full-time Firefighters; and
5. Include in the design of the new sub-station an Emergency Operations Center sufficiently sized to enable effective management during a city-wide crisis;

Discussion was held concerning Volunteer Firefighters, the approximate size of property needed, and possible areas that would be a good place to build a sub-station. **Hickman** stated one of the main priorities for the location would be the need to be able to respond from every direction.

**City Manager Rooney** stated tonight's presentation was to provide information to everyone on the needs of the Fire Department stating proposed plans and funding would be provided at a later date.

**Hickman** stated all of this does not have to occur tonight, but wanted everyone to understand that it was time to start thinking about it and not wait two years down the road.

**Rooney** advised the Council as part of negotiations with FOP and IAFF, commitments he had made included the hiring of additional staff.

Discussion was held as to whether or not the presentation had been provided to any other groups with it being stated no, other than a focus group to help provide input, the City Council was the first group to hear the presentation.

4. **Discussion** regarding Request from Shannon Place Home Owner's Association.

**City Manager Rooney** stated **Councilwoman Bowers** received a request from residents in her Ward, specifically representatives from the Shannon Place Home Owner's Association (Shannon Place HOA), regarding the possibility of the City of Mustang assuming ownership and maintenance responsibility of a common area within that addition. He stated since he lives in this sub-division, he recommended they contact **Assistant City Manager Battles**. He stated **Battles** provided a letter that outlines the steps that would be necessary, as well as what the recommendation would be from Staff to the City Council on this item, which would be to not recommend acceptance of this land.

**Councilwoman Bowers** stated on page 4 of the Planning Commission minutes dated 12/09/2003, Mr. Todd states the detention pond would serve as an extension to Centennial Park and City Council's intent was to treat as a park itself. She showed on the map the location of the detention area, which is lower than the rest of the park, showing the park itself to be in an "L" shape with a bridge that separates the Shannon Place HOA's responsibility and the City's responsibility. She stated they were also concerned with the drainage ditch being their responsibility stating trash and debris is thrown in there from other places outside of the subdivision. She stated the Shannon Place HOA was asking the City to consider taking ownership and maintenance of the detention pond and drainage ditch.

**Assistant City Manager Battles** stated the Shannon Place HOA did not own the drainage ditch, but was owned by the property owners and was their responsibility to maintain. He stated the City would not be able to take ownership since it was owned by the property owners.

Discussion was held concerning other subdivisions with this similar issue; however, with it being the property of the home owner, it is their responsibility to maintain it.

**Councilman Schweinberg** asked if in the past, if the City had taken over ownership of an HOA Common Area. **Battles** stated he did not recall the City taking over property in a drainage area stating the City has accepted property as was on the last City Council agenda, but not property in a drainage area.

**Councilman Taylor** provided information regarding Section 2 of Castle Rock Addition where they are responsible for the Common Areas, but were not being maintained. He stated the City informed the Castle Rock HOA if they did not maintain it, the City would and then charge the Castle Rock HOA for the maintenance. He stated they were informed if they did not pay, then liens would be placed on the property owners in Section 2. He stated the Castle Rock HOA came together and began maintaining the areas and the situation was resolved stating, however, this isn't just an issue in Shannon Place Addition, but in other subdivisions of the City as well and all homeowners know of this responsibility when they sign the mortgage papers which include the covenants.

**Mayor Adams** stated he has dealt with this on numerous occasions where the developer sets up the HOA, but no one wants to do the maintenance so they come to the City requesting they take it over.

**Schweinberg** stated if the City was to start this trend, it would be opening a can of worms and would have to take over all the problematic common areas in the City and stated not to start this battle.

**Bowers** asked if a list could be provided of common areas and drainage ditches not belonging to the City.

**Rooney** stated an inventory would have to be taken, but a report could be provided.

**Bowers** asked, according to the memo from Battles, if the Shannon Place HOA could pay the City \$4,900 and bring the issue to City Council for a vote.

**Adams** stated yes, but for the Common Areas only, not the drainage ditch and stated to keep in mind, the \$4,900 was a one-time payment and would not cover the yearly cost for the City to maintain it.

Other discussion included whether or not the contract amount with Silver Star would increase if the City was to add new areas to maintain with it being stated that Silver Star has been good to work with; however, the City could not keep adding acreage and continue paying the same amount.

7. **Discussion** regarding Cox Cable Franchise Agreement.

**City Attorney Miller** stated the Cox Cable Franchise Agreement was extended in September and would have to be extended again for a short time as Cox was still reviewing new regulatory issues. He stated the extension would be on the next City Council agenda.

**D. EXECUTIVE SESSION**

1. **Discussion** of a potential economic development opportunity, including the transfer of property and/or the creation of a proposal to entice a business to locate in the City of Mustang; and, **Proposed Executive Session as authorized by 25 Okla. Stat. §307(C)(10).**

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

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg, Adams  
NAY: None

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

**Mayor Adams** called the meeting back in session at **7:42 p.m.**

**In reference to Item D-1 –**

Informational purposes only.

**K. ADJOURNMENT**

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

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg, Adams  
NAY: None

The meeting was adjourned at **7:43 p.m.**

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**Jay Adams, Mayor**

**Attest:**

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**Lisa Martin, City Clerk**

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#                               | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT     |
|-------------------------------------|----------|-----------------------------|---------------------------|--------|--------------|------------|
| DEPARTMENT: 01 MAYOR AND COUNCIL    |          |                             |                           |        |              |            |
| 15-1270                             | 01-E1106 | EST ENGINEERING             | PLAN REVIEW FEES          | 1/2015 | 33592        | 4,927.50   |
| 15-1264                             | 01-M0188 | MESHEK & ASSOCIATES         | ENGINEERING FEES          | 1/2015 | 2743         | 283.75     |
| DEPARTMENT TOTAL:                   |          |                             |                           |        |              | 5,211.25   |
| DEPARTMENT: 11 CITY MANAGER         |          |                             |                           |        |              |            |
| 15-0113                             | 01-06610 | PREMIER SOURCE, LLC         | HEALTH BENEFIT CONSULTING | 1/2015 | 201501140413 | 2,083.25   |
| 15-0111                             | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 9.00       |
| 15-0108                             | 01-I0104 | INVESTIGATIVE CONCEPTS, INC | BACKGROUND CHECKS         | 1/2015 | 1212121810   | 19.95      |
| DEPARTMENT TOTAL:                   |          |                             |                           |        |              | 2,112.20   |
| DEPARTMENT: 12 LIBRARY              |          |                             |                           |        |              |            |
| 15-0111                             | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 12.00      |
| 15-1240                             | 01-O1084 | OK HISTORICAL SOCIETY       | SUBSCRIPTION TO CHRONICLE | 1/2015 | 201501140425 | 35.00      |
| DEPARTMENT TOTAL:                   |          |                             |                           |        |              | 47.00      |
| DEPARTMENT: 13 PARKS AND RECREATION |          |                             |                           |        |              |            |
| 15-0111                             | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 15.00      |
| 15-1271                             | 01-C0146 | CITY OF YUKON               | SENIOR PROGRAM WORKSHOP   | 1/2015 | 112          | 10.00      |
| 15-0943                             | 01-F0094 | FUELMAN OF OKLAHOMA         | FUEL FOR VEHICLES         | 1/2015 | NP43259390-  | 374.06     |
| 15-1068                             | 01-F0189 | PARK UNIVERSITY ENTERPRISES | FRONT DESK WORKSHOP       | 1/2015 | 16650951     | 149.00     |
| 15-0946                             | 01-N0025 | FIRST CHOICE COFFEE         | COFFEE & SUPPLIES         | 1/2015 | 098022       | 83.60      |
| 15-1272                             | 01-O0035 | OKLAHOMA ELECTRIC CO-OP     | ELECTRIC SERVICE          | 1/2015 | 201501140434 | 4,248.68   |
| 15-1274                             | 01-O0055 | OG&E COMPANY                | ELECTRIC SERVICE          | 1/2015 | 201501150438 | 25.70      |
| DEPARTMENT TOTAL:                   |          |                             |                           |        |              | 4,906.04   |
| DEPARTMENT: 15 GENERAL GOVERNMENT   |          |                             |                           |        |              |            |
| 15-0745                             | 01-01370 | STREETS LLC MECHANICAL CONT | MAINTENANCE AGREEMENT     | 1/2015 | S44-115      | 3,269.25   |
| 15-1265                             | 01-B0202 | BFAC, LLC                   | CITY MOBILE APP.          | 1/2015 | 7814CD       | 3,100.00   |
| 15-0280                             | 01-H0040 | BILLY R HOWELL              | PEST CONTROL              | 1/2015 | 201501140423 | 600.00     |
| 15-1272                             | 01-O0035 | OKLAHOMA ELECTRIC CO-OP     | ELECTRIC SERVICE          | 1/2015 | 201501140434 | 633.24     |
| 15-0171                             | 01-S0173 | STANDLEY SYSTEMS            | ANNUAL COPIER LEASE       | 1/2015 | 461450       | 1,937.36   |
| 15-1090                             | 01-S0203 | STORM SHELTER REFUNDS       | SAFE ROOM REIMBURSEMENTS  | 1/2015 | 201501140403 | 275,006.14 |
| 15-1263                             | 01-S1002 | STERLING J. BEECROFT        | REPLACE BALLAST           | 1/2015 | 3786         | 154.00     |
| DEPARTMENT TOTAL:                   |          |                             |                           |        |              | 284,699.99 |

| P.O.#                       | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT     |
|-----------------------------|----------|-----------------------------|---------------------------|--------|--------------|------------|
| DEPARTMENT: 16 TRANSFERS    |          |                             |                           |        |              |            |
| 15-1246                     | 01-M0210 | MUSTANG IMPROVEMENT         | SALES TAX TRANSFER        | 1/2015 | 201501140409 | 436,340.28 |
| 15-0007                     | 01-S0205 | STREET IMPROVEMENT FUND     | MONTHLY TRANSFER          | 1/2015 | 201501140406 | 26,000.00  |
| DEPARTMENT TOTAL:           |          |                             |                           |        |              | 462,340.28 |
| DEPARTMENT: 18 TOWN CENTER  |          |                             |                           |        |              |            |
| 15-0971                     | 01-A0060 | CHARRICK ASSOCIATES         | KEYS AS NEEDED            | 1/2015 | F74079       | 2.15       |
| 15-1060                     | 01-A0122 | ALLIANCE MAINTENANCE, INC   | CLEANING OF TOWN CENTER   | 1/2015 | 67340        | 4,435.00   |
| 15-0111                     | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 3.00       |
| 15-1269                     | 01-C0117 | CLEARWATER ENTERPRISE, LLC  | GAS USAGE                 | 1/2015 | 201501140416 | 1,189.13   |
| 15-0822                     | 01-E0065 | INTERLINE BRANDS, INC       | CLEANING SUPPLIES         | 1/2015 | 326389327    | 248.38     |
| 15-1233                     | 01-H0070 | HAGAR RESTAURANT EQUIPMENT  | REPAIR CABINET & TABLE    | 1/2015 | 286012       | 890.64     |
| 15-1165                     | 01-H0071 | HUNZIKER BROTHERS           | LIGHT BULBS               | 1/2015 | S1557162.001 | 35.41      |
| 15-1272                     | 01-O0035 | OKLAHOMA ELECTRIC CO-OP     | ELECTRIC SERVICE          | 1/2015 | 201501140434 | 6,681.81   |
| DEPARTMENT TOTAL:           |          |                             |                           |        |              | 13,485.52  |
| DEPARTMENT: 19 BALL COMPLEX |          |                             |                           |        |              |            |
| 15-1120                     | 01-B0160 | SPORT SUPPLY GROUP INC      | BASKETBALLS, JERSEYS, EQU | 1/2015 | 96569819     | 186.34     |
| 15-0586                     | 01-B1019 | BEN E KEITH FOOD SERVICE    | FOOD FOR CONCESSIONS      | 1/2015 | 62608971     | 79.59      |
| 15-0111                     | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 3.00       |
| 15-0205                     | 01-F0094 | FUELMAN OF OKLAHOMA         | BULK FUEL                 | 1/2015 | NP43259390A  | 347.47     |
| 15-1272                     | 01-O0035 | OKLAHOMA ELECTRIC CO-OP     | ELECTRIC SERVICE          | 1/2015 | 201501140434 | 628.26     |
| 15-1274                     | 01-O0055 | OG&E COMPANY                | ELECTRIC SERVICE          | 1/2015 | 201501150438 | 110.22     |
| 15-1234                     | 01-P0055 | PLUMBCO, INC                | REMOVAL OF SINK           | 1/2015 | 201501140429 | 110.00     |
| DEPARTMENT TOTAL:           |          |                             |                           |        |              | 1,464.88   |
| DEPARTMENT: 20 AQUATICS     |          |                             |                           |        |              |            |
| 15-1272                     | 01-O0035 | OKLAHOMA ELECTRIC CO-OP     | ELECTRIC SERVICE          | 1/2015 | 201501140434 | 154.51     |
| DEPARTMENT TOTAL:           |          |                             |                           |        |              | 154.51     |
| DEPARTMENT: 21 FINANCE      |          |                             |                           |        |              |            |
| 15-1105                     | 01-05250 | COMTECH DESIGN, PRINT & MAI | RETURN ENVELOPES          | 1/2015 | 121157       | 1,803.66   |
| 15-0111                     | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 21.00      |
| DEPARTMENT TOTAL:           |          |                             |                           |        |              | 1,824.66   |

| P.O.#             | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT    |
|-------------------|----------|-----------------------------|---------------------------|--------|--------------|-----------|
| <hr/>             |          |                             |                           |        |              |           |
| DEPARTMENT: 31    |          | COMMUNITY DEVELOPMENT       |                           |        |              |           |
| 15-1132           | 01-C0020 | CANADIAN COUNTY CLERK       | FILING OF LIENS & ABATEME | 1/2015 | R395304      | 13.00     |
| 15-0111           | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 15.00     |
| 15-1036           | 01-F0094 | FUELMAN OF OKLAHOMA         | BULK FUEL                 | 1/2015 | NP43259390   | 320.65    |
| 15-0068           | 01-M0001 | MUSTANG NEWS                | ZONING PUBLICATIONS       | 1/2015 | 59055        | 84.35     |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 433.00    |
| <br>              |          |                             |                           |        |              |           |
| DEPARTMENT: 41    |          | POLICE                      |                           |        |              |           |
| 15-0153           | 01-A0039 | A.S.C. INC.                 | AUTO PARTS                | 1/2015 | 18621        | 54.45     |
| 15-0111           | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 93.00     |
| 15-1269           | 01-C0117 | CLEARWATER ENTERPRISE, LLC  | GAS USAGE                 | 1/2015 | 201501140416 | 1,032.01  |
| 15-0033           | 01-D0090 | DEPT OF PUBLIC SAFETY       | OLETS USER FEES           | 1/2015 | 04-1504389   | 350.00    |
| 15-0047           | 01-F0094 | FUELMAN OF OKLAHOMA         | BULK FUEL                 | 1/2015 | NP43259343   | 3,312.02  |
| 15-0048           | 01-M0055 | SANTIAGO BRENNANS MCDONALD  | SPRISONER MEALS           | 1/2015 | 7003-128     | 414.45    |
| 15-1272           | 01-00035 | OKLAHOMA ELECTRIC CO-OP     | ELECTRIC SERVICE          | 1/2015 | 201501140434 | 3,031.16  |
| 15-0036           | 01-P0086 | MUSTANG PRO LUBE CENTER     | OIL CHANGES               | 1/2015 | 222808       | 173.93    |
| 15-1009           | 01-S0135 | STAPLES                     | 2015 CALENDARS            | 1/2015 | 3252410349   | 10.19     |
| 15-1140           | 01-S0246 | SWEEPER METAL FABRICATORS   | CREPAIR JAIL SLIDER DOORS | 1/2015 | 14224        | 968.50    |
| 15-0034           | 01-T1055 | TOWN PLAZA CLEANERS         | UNIFORM/JAIL CLEANING     | 1/2015 | 201501140432 | 306.00    |
| 15-0270           | 01-U0005 | ACCURACY INC                | AMMUNITION FOR POLICE DEP | 1/2015 | 149185       | 412.00    |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 10,157.71 |
| <br>              |          |                             |                           |        |              |           |
| DEPARTMENT: 42    |          | ANIMAL CONTROL              |                           |        |              |           |
| 15-0111           | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 3.00      |
| 15-0047           | 01-F0094 | FUELMAN OF OKLAHOMA         | BULK FUEL                 | 1/2015 | NP43259343   | 47.47     |
| 15-0028           | 01-M0236 | MUSTANG VETERINARY HOSP     | MONTHLY EUTHANIZATION     | 1/2015 | 201501140424 | 70.00     |
| 15-1011           | 01-Q0010 | QUILL CORPORATION           | CORDLESS PHONE            | 1/2015 | 9060535      | 72.99     |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 193.46    |
| <br>              |          |                             |                           |        |              |           |
| DEPARTMENT: 51    |          | FIRE                        |                           |        |              |           |
| 15-1075           | 01-A0110 | ALL SEASON BUILDING SUPPLY, | BUILDING REPAIR & MAINT.  | 1/2015 | 12620        | 19.94     |
| 15-1241           | 01-C0065 | CASCO INDUSTRIES, INC.      | REPAIR OF BUNKER GEAR     | 1/2015 | 150720       | 408.76    |
| 15-0111           | 01-C0085 | A CHANCE TO CHANGE FOUNDATI | EMPLOYEE ASSISTANCE       | 1/2015 | 201501140415 | 54.00     |
| 15-0135           | 01-C0106 | CINTAS CORPORATION          | SHOP TOWELS, ETC          | 1/2015 | 064423313    | 67.96     |
| 15-0904           | 01-F0094 | FUELMAN OF OKLAHOMA         | FUEL FOR VEHICLES         | 1/2015 | NP43259389   | 1,260.23  |
| 15-1000           | 01-00215 | OSU FIRE SERVICE TRAINING   | FIRE INSTRUCTOR 2 CLASS   | 1/2015 | 53357        | 2,000.00  |
| 15-1195           | 01-00227 | OVERHEAD DOOR COMPANY       | REPLACE BROKEN SPRING     | 1/2015 | 247124-IN    | 574.00    |
| 15-1206           | 01-P0055 | PLUMBCO, INC                | HOT WATER TANK            | 1/2015 | 201501140430 | 3,900.00  |
| 15-1225           | 01-P0055 | PLUMBCO, INC                | CIRCULATION PUMP          | 1/2015 | 201501140428 | 550.00    |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 8,834.89  |

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#                  | VENDOR # | NAME                    | SUMMARY DESCRIPTION | DATE   | INVOICE      | AMOUNT     |
|------------------------|----------|-------------------------|---------------------|--------|--------------|------------|
| DEPARTMENT: 61 STREETS |          |                         |                     |        |              |            |
| 15-1272                | 01-00035 | OKLAHOMA ELECTRIC CO-OP | ELECTRIC SERVICE    | 1/2015 | 201501140434 | 1,034.68   |
| 15-1245                | 01-00055 | OG&E COMPANY            | ELECTRIC SERVICE    | 1/2015 | 201501140426 | 63.62      |
| 15-1273                | 01-00055 | OG&E COMPANY            | ELECTRIC SERVICE    | 1/2015 | 201501140436 | 107.51     |
| DEPARTMENT TOTAL:      |          |                         |                     |        |              | 1,205.81   |
| FUND TOTAL:            |          |                         |                     |        |              | 797,071.20 |

1/15/2015 1:55 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 09 - 2012 GO BOND - BASEBALL

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                     | SUMMARY DESCRIPTION  | DATE   | INVOICE | AMOUNT   |
|-------------------|----------|--------------------------|----------------------|--------|---------|----------|
| <hr/>             |          |                          |                      |        |         |          |
| DEPARTMENT: 15    |          | GENERAL GOVERNMENT       |                      |        |         |          |
| 15-0513           | 01-05340 | EMMONS CONSTRUCTION, LLC | CONCESSION/RESTROOMS | 1/2015 | 004     | 8,303.71 |
| DEPARTMENT TOTAL: |          |                          |                      |        |         | 8,303.71 |
| FUND TOTAL:       |          |                          |                      |        |         | 8,303.71 |

| P.O.#                              | VENDOR # | NAME                     | SUMMARY DESCRIPTION     | DATE   | INVOICE      | AMOUNT    |
|------------------------------------|----------|--------------------------|-------------------------|--------|--------------|-----------|
| <hr/>                              |          |                          |                         |        |              |           |
| DEPARTMENT: 13 PARK AND RECREATION |          |                          |                         |        |              |           |
| 15-0513                            | 01-05340 | EMMONS CONSTRUCTION, LLC | CONCESSION/RESTROOMS    | 1/2015 | 004          | 8,303.71  |
| DEPARTMENT TOTAL:                  |          |                          |                         |        |              | 8,303.71  |
| DEPARTMENT: 41 POLICE              |          |                          |                         |        |              |           |
| 15-1222                            | 01-05060 | RCB BANK                 | LEASE PURCHASE / TAHOES | 1/2015 | 201501140431 | 64,486.04 |
| DEPARTMENT TOTAL:                  |          |                          |                         |        |              | 64,486.04 |
| FUND TOTAL:                        |          |                          |                         |        |              | 72,789.75 |

| P.O.#             | VENDOR # | NAME              | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT       |
|-------------------|----------|-------------------|---------------------------|--------|--------------|--------------|
| <hr/>             |          |                   |                           |        |              |              |
| DEPARTMENT: 00    |          | ADMINISTRATION    |                           |        |              |              |
| 15-1250           | 01-00181 | OK TAX COMMISSION | MULTIPLE INJURY TRUST FUN | 1/2015 | 201501140414 | 381.35       |
| DEPARTMENT TOTAL: |          |                   |                           |        |              | 381.35       |
| FUND TOTAL:       |          |                   |                           |        |              | 381.35       |
| GRAND TOTAL:      |          |                   |                           |        |              | 1,560,890.97 |

**CITY OF MUSTANG**

**AGENDA ITEM COMMENTARY**

1. **ITEM NO.** F-4
2. **MEETING DATE:** January 20, 2015
3. **TITLE:** Approval to turn past due library accounts over to collection agency.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**  
The attached library accounts are past due and need to be sent to collections.  
The total balance is \$418.50 collection agency fees.
7. **FINANCIAL IMPACT:**  
Inventory loss of \$418.50
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Desiree Webber, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Accounts Sent to Collections  
for December 2014

|   | Acct #  | Name - Responsible Party | Child Name | Address         | City State Zip        |  | Book Balance |
|---|---------|--------------------------|------------|-----------------|-----------------------|--|--------------|
| 1 | 0052637 | Amos, Becky L            |            | 1008 Northridge | Moore, OK 73160       |  | \$65.94      |
| 2 | 0062832 | Bell, Casey H            |            | 12013 SW 1st St | Yukon, OK 73099       |  | \$64.96      |
| 3 | 0056309 | Bruehl, Christopher Carl |            | 335 W Elder Dr  | Mustang, OK 73064     |  | \$79.97      |
| 4 | 0050188 | Hinson, Tiffany O        |            | 700 Gregg Ct    | Yukon, OK 73099       |  | \$76.84      |
| 5 | 0063162 | Pruett, Alison M         |            | 900 Edinburg Dr | Yukon, OK 73099       |  | \$130.79     |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 | TOTAL FOR INDIVIDUALS |  | \$418.50     |
|   |         | Family Groups            |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 | FAMILY TOTAL          |  | \$0.00       |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 | FAMILY TOTAL          |  | \$0.00       |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 | FAMILY TOTAL          |  | \$0.00       |
|   |         |                          |            |                 |                       |  |              |
|   |         |                          |            |                 | OVERALL TOTAL         |  | \$418.50     |

**CITY OF MUSTANG**  
**AGENDA ITEM COMMENTARY**

**1. ITEM NO.** F-5

**2. MEETING DATE:** January 20, 2015

**3. TITLE:**

Discussion, Consideration and Possible Action to Approve Resolution No. 15-032 for a Budget Supplemental in the Library Fund for the Fiscal Year 2014-2015.

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

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

**6. BACKGROUND:**

The Library Department received \$13,040 from Oklahoma State Aid – Department of Libraries for fiscal year 2015 State Aid Grant (90% of full amount awarded).

A supplemental appropriation to increase the Library Fund in the amount of \$13,040 to be appropriated in fiscal year 2015.

**7. FINANCIAL IMPACT:**

**8. STAFF COMMENTS:**

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

**10. ORDINANCE /RESOLUTION NO. 15-032**

**RESOLUTION NO. 15-032**

**A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$13,040.**

**WHEREAS**, the Library Department received revenue from Oklahoma State Aid funds that need to be supplemented to the fiscal year 2015 budget;

**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:                   |                 |
| Library Grants (07-45111)   | \$13,040        |
| Expenditures:               |                 |
| Grant Expense (07-507-5630) | <u>\$13,040</u> |
| Total                       | <u>\$13,040</u> |

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **20th** day of **January 2015**.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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

G.1.a.

Financial Statements are included as an attachment in the City Manager's Report.

G.1.b.

Proclamation will be provided Tuesday evening.

City of Mustang  
City Council  
Agenda Item Commentary

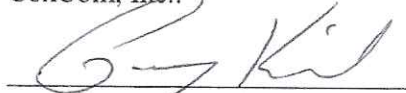
1. ITEM NO. H-1
2. MEETING DATE: January 20, 2015
3. TITLE: Cable Franchise Extension Agreement
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Jonathan Miller, City Attorney
6. BACKGROUND: The City of Mustang entered into a franchise agreement with Cox Communications on September 14, 1999. The agreement was for a period of 15 years.  
  
Cox Communications has requested a second renewal of its franchise. The City and Cox Communications previously agreed to extend the existing franchise from September 14, 2014 until January 20, 2015. The City of Mustang and Cox Communications are in the process of negotiating a renewal of the franchise and need additional time to conclude those negotiations.  
  
The attached agreement would provide a four-month extension to the existing contract; thus extending it to May 19, 2015 to allow negotiations to be completed.
7. FINANCIAL IMPACT: No change at this time.
8. STAFF COMMENTS: Staff recommends City Council approval of the extension as presented.
9. STAFF SOURCE: Jonathan Miller, City Attorney
10. RESOLUTION / ORDINANCE:

### CABLE FRANCHISE EXTENSION AGREEMENT

This Cable Franchise Extension Agreement is made and entered into this 20<sup>th</sup> day of January, 2015, by and between the City of Mustang, a municipal corporation, hereafter referred to as the "City", and CoxCom, Inc., a Delaware limited liability company qualified to do business in the State of Oklahoma, hereafter referred to as the "Company."

1. The City granted a franchise to the Company on September 14, 1999, which franchise was for a term of fifteen (15) years.
2. The Company requested renewal of its franchise, and the City and the Company are negotiating the renewal of said franchise and need additional time to conclude such negotiations.
3. The City and Company previously agreed to extend the existing franchise from September 14, 2014 until January 20, 2015.
4. The City and Company hereby agree that the terms of the Company's existing franchise should be and are hereby extended from January 20, 2015 until May 19, 2015.

CoxCom, Inc.:



Name: Percy Kirk

Title: Vice President, General Manager

1/7/2015  
Date

APPROVED by the City Council of The City of Mustang, Oklahoma, on the 20<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED as to form this 20<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Municipal Counselor

**CITY OF MUSTANG**  
**AGENDA ITEM COMMENTARY**

**1. ITEM NO.** H-2

**2. MEETING DATE:** January 20, 2015

**3. TITLE:**

Discussion, Consideration and Possible Action to Approve Resolution No. 15-033 Adopting an Investment Policy.

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

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

**6. BACKGROUND:**

It is the policy of the City of Mustang and the duty of the City Treasurer to invest the public funds, in the custody of the City Treasurer, and to provide the highest investment return consistent with maximum security while meeting the daily cash flow demands of the city in conformance with the constitution of laws of the State of Oklahoma. This policy will also apply to any future funds that are needed to meet the City's financial and accountability needs. The City Treasurer will follow three major objectives in investing the operating funds:

1. **Safety** - Safety of principal is the foremost objective of the City's investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital of the portfolio. The objective will be to minimize credit risk and interest rate risk.

2. **Liquidity** - The investment portfolio shall at all times be sufficiently liquid to enable the City to meet all of operating cash flow needs that are reasonably anticipated. This will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

3. **Return on Investments** - The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints, liquidity needs and cash flow characteristics of the portfolio. Return shall be subordinate to safety and liquidity.

In order to further ensure that these policy goals are accomplished, the City Council shall adopt by Resolution The Investment Policy.

**ATTACHMENTS:**

Resolution to adopt The Investment Policy  
The Investment Policy

**7. FINANCIAL IMPACT:**

**8. STAFF COMMENTS:**

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

**10. ORDINANCE /RESOLUTION NO. 15-033**

**RESOLUTION 15-033**

**A RESOLUTION TO ADOPT CITY OF MUSTANG INVESTMENT POLICY**

**WHEREAS**, the City is permitted under State of Oklahoma law to invest its funds in various classes of securities including but not limited to: United States Government or United States Agency securities; time deposits and bankers' acceptances of financial institutions located within Oklahoma; commercial paper of financial institutions and corporations; corporate bonds; repurchase agreements; municipal bonds of governments and agencies located in Oklahoma; and the Local Government; and

**WHEREAS**, there is a need to clearly define the criteria for operation of the City's investment portfolio; and

**WHEREAS**, the primary objective of the Investment Policy is to establish a conservative set of investment criteria that will prudently protect the City's assets, provide liquidity to meet the City's cash needs, and enable the City to generate a market rate of return from its investment activities; and

**WHEREAS**, the Finance Department is charged with responsibility for managing the City's investments; and has developed a formal Investment Policy; and

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Mustang, Oklahoma hereby adopt The Investment Policy. This resolution shall remain in effect from the date of adoption unless a change is directed by Council.

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Trustees on this **20th** day of **January 2015**.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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



# Investment Policy

Issuing Office: Finance Department  
Originally Issued: January 2015

## Purpose

The purpose of the City of Mustang's investment policy is to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the city and comply with all state statutes governing the investment of public funds.

## Policy Statement

Effective cash management is recognized as essential to good fiscal management. An aggressive cash management and investment policy will take advantage of investment interest as a viable and material revenue source for all operating and capital funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

It is the policy of the City that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with legal and administrative guidelines and, to the maximum extent possible, at the highest rates obtainable at the time of investment.

## Scope

This investment policy applies to all financial assets of the City of Mustang. These assets are accounted for in the various funds of the City of Mustang and include the general fund, special revenue funds, capital project funds, enterprise funds, internal service funds, trust and agency funds and any new fund established by the Mustang Staff or City Council.

## Prudence

Investments shall be made with judgment and care, emphasizing the preservation of capital as well as the income to be derived.

## Objectives

The primary objectives of investment activities, in order of priority, shall be safety, diversification, liquidity and return on investment.

**Safety**--Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to reduce credit risk and interest rate risk.

**Diversification**--The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.



## Investment Policy

Issuing Office: Finance Department

Originally Issued: January 2015

**Liquidity**--The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

**Return on Investment**--The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

### **Delegation of Authority to Make Investments**

The City Treasurer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the established procedures. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

### **Ethics and Conflict of Interest**

Any officers or employees of the City of Mustang involved in the investment process shall refrain from personal business activity that could conflict or give the appearance of conflict with the proper execution of the investment program or impair their ability to make impartial decisions and shall annually advise the City Manager or City Manager designee of any personal financial interest in any financial institution that conducts business with the City of Mustang. The officers or employees shall refrain from undertaking personal investment transactions with the same individual or broker/dealer with which business is conducted on behalf of the City of Mustang.

### **Authorized Financial Institutions/Financial Dealers**

No public deposits of funds shall be made except in qualified public depositories authorized to do business in the State of Oklahoma and preferably located within the City limits of Mustang.

Funds may be invested in certificate of deposit (CDs) in institutions which have been approved by City Staff as a depository banking institution and which meet the following requirements:

1. Sufficient collateral to equal the amount of 100 percent of the CD principal shall be pledged prior to the deposit of the funds and for the terms of the CD, in accordance with this policy;



## Investment Policy

Issuing Office: Finance Department

Originally Issued: January 2015

2. Established record of fiscal health and service, as determined by a rating of "C minus" or above by independent rating agencies such as Laclede Financial Corporation or Sheshunoff Bank Rating Service or equivalent past dealings with the City Treasurer's office;
3. Collateral agreements must be approved prior to deposit of the funds as provided for in the "Security for Local Public Deposits Act".

### Authorized and Suitable Investments

The City Treasurer is empowered by the City Council to invest in any of the securities authorized in the Oklahoma State Statutes, Title 62, Section 348.1- 348.3. Investments where collateral or funds to be invested has been deposited with a trustee or custodian bank in irrevocable trust may also invest in any or all of the following:

- a. **Obligations of the United States government, its agencies and instrumentalities;**  
*Defined as: A debt security issued by a federal agency. Most federal agencies are not backed by the full faith and credit of the U.S. government. GNMA (Government National Mortgage Association) is an example of an agency security backed by the U.S. Government, but FNMA (Fannie Mae), FHLB (Federal Home Loan Bank), FHLM (Federal Home Loan Mortgage) and others are not backed. The City will use only agency securities that are backed by U.S. Government or have an AAA rating.*
- b. **Collateralized or insured certificates of deposit** and other evidences of deposit at banks, savings banks, savings and loan associations and credit unions located in this state, or fully insured certificates of deposit at banks, savings banks, savings and loan associations and credit unions located out of state;  
*Defined as: Pledges of securities, deposits, letters of credit, or surety bonds for the purpose of securing the repayment of a loan and/or security. Agency securities pledged as collateral should be backed by the U.S. Government or have an AAA credit rating.*
- c. **Savings accounts or savings certificates** of savings and loan associations, banks, and credit unions, to the extent that the accounts or certificates are fully insured by The FDIC.
- d. **County, municipal, or school district direct debt** obligation for which an ad valorem tax may be levied or bond and revenue anticipation notes, money judgments against such county municipality or school district ordered by a court of record or bond and revenue anticipation notes issued by a public trust for which the City of Mustang is beneficiary thereof.



## Investment Policy

Issuing Office: Finance Department

Originally Issued: January 2015

- e. **Negotiable certificates of deposit** issued by a nationally or state-chartered bank, a savings bank, a savings and loan association or a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed ten percent (10%) of the surplus funds of the city or county which may be invested pursuant to this section. Not more than one-half (1/2) of the ten percent (10%) limit shall be invested in any one financial institution specified in this paragraph;

**Defined as:** *Short term (2 to 52 weeks) large denomination CD that is issued at a discount on its par value, or at a fixed interest rate payable at maturity. Negotiable CDs issued by large banks are freely traded in secondary markets.*

- f. **Prime bankers' acceptances** which are eligible for purchase by the Federal Reserve System and which do not exceed 270 days' maturity. Purchases of prime bankers' acceptances shall not exceed ten percent (10%) of the surplus funds of the City or county which may be invested pursuant to this section. Not more than one-half (1/2) of the ten percent (10%) shall be invested in any one commercial bank pursuant to this paragraph;

**Defined as:** *A short-term credit instrument created by a nonfinancial firm and guaranteed by a bank as to payment. Acceptances are traded at discounts from face value in the secondary market on the basis of the credit quality of the guaranteeing banks. These instruments have become a popular investment for money market funds. Also called acceptance.*

- g. **Prime commercial paper** which shall not have a maturity that exceeds one hundred eighty (180) days nor represent more than ten percent (10%) of the outstanding paper of an issuing corporation. Purchases of prime commercial paper shall not exceed seven and one-half (7 1/2%) of the surplus funds of the city or county which may be invested pursuant to this section;

**Defined as:** *Highly-rated commercial paper that is considered investment grade. Commercial paper is an unsecured promissory note sold by a corporation. It has a fixed maturity of 1 to 270 days and is usually sold at a discount from face value.*

- h. **Repurchase agreements (Repo)** that have underlying collateral consisting of those items specified in paragraphs a through e of this subsection; and

**Defined as:** *An agreement of one party to sell securities at a specified price to a second party to repurchase the securities at a specified price at a specified later date.*

- i. **Money market mutual funds** regulated by the Securities and Exchange Commission and which investments consist of those items and those restrictions specified in paragraphs a through f of this subsection.

**Defined as:** *Mutual funds that invest solely in money market instruments (short term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements, agency securities, and federal funds).*



## Investment Policy

Issuing Office: Finance Department

Originally Issued: January 2015

### Collateralization –

The City Treasurer is authorized by statute to invest in certain securities when those securities are collateralized, as evidenced by pledge of joint custody. In all cases of collateralization, the collateral shall be held by a third party custodian with whom the City has a current custodial agreement or be held in the name of parties by the Federal Reserve Bank servicing Oklahoma. The custodian shall issue a custody receipt to the City Treasurer identifying the security and stating that it is pledged to the City of Mustang.

The amount of collateral to be pledged for the security of the City's deposits and securities shall be consistent with the provisions of the Oklahoma "Security for Local Public Deposits Act" and additional standards established by the City Treasurer for the purpose of securing public funds and deposits of the City.

### Collateral Requirements –

To qualify as depositor, a bank, trust company, savings and loan association, or savings bank must collateralize City deposits (the amount of money on deposit with an institution at any given time) with any combination of securities, Federal Home Loan Bank letters of credit, or corporate surety bonds at the cost to the depository.

Required collateralization levels shall be as follows:

|                                        |                                                                 |
|----------------------------------------|-----------------------------------------------------------------|
| Surplus cash in demand deposit account | 100%                                                            |
| Certificate of deposits                | 110% initial collateralization level<br>100% must be maintained |
| Repurchase agreement                   | 102% initial collateralization level<br>100% must be maintained |

Acceptable instruments for collateralization of surplus cash, certificates of deposits and repurchase agreements are listed below.

Acceptable collateral of surplus cash in demand deposit accounts and certificates of deposit:

- (a) Direct obligations of the United States Government, its agencies or instrumentalities to the payment of which the full faith and credit of the U.S. Government is pledged, or obligations to the payment of which the full faith and credit of this state is pledged.
- (b) Obligations of the Government National Mortgage Association, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or federal land bank or banks or federal home loan bank notes or bonds .



## **Investment Policy**

Issuing Office: Finance Department

Originally Issued: January 2015

Acceptable collateral for repurchase agreements:

- (a) United States Treasury Bills, Notes, Bonds or Treasury Certificates;
- (b) Governmental National Mortgage Association obligations;
- (c) Federal National Mortgage Association obligations;
- (d) Federal Home Loan Mortgage Corporation obligations;
- (e) Federal Farm Credit Bank obligations;
- (f) Federal Land Bank obligations;
- (g) Federal Home Loan Bank obligations; provided

The City Treasurer shall verify as appropriate and at least quarterly, that the market value of collateral pledged is sufficient to cover the security and any additional deposits at the institution. The City Treasurer shall have discretion to refuse any instrument as appropriate collateral, notwithstanding the tenets of this Policy.

Acceptable collateral will be subject to a recognized and readily available market pricing.

### **Safekeeping and Custody -**

All investment securities purchased, including collateral for repurchase agreements, shall be held in safekeeping by a designated third party custodian. The institution shall issue a safekeeping receipt for each security, listing the specific instrument, par value, rate, CUSIP and any other pertinent information. In addition the safekeeping institutions shall send a statement on at least a quarterly basis listing all securities held in each safekeeping account with market values that shall be verified.

### **Deliver vs. Payment**

All trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution simultaneously with the release of funds. Securities will be held by the third-party custodian, as evidenced by safekeeping receipts, held in the City's name.

### **Diversification**

The City of Mustang will diversify its investments by institution. With the exception of U.S. Treasury securities and authorized pools, no more than fifty percent (50%) of the City's total investment portfolio will be invested in a single financial institution.



# Investment Policy

Issuing Office: Finance Department  
Originally Issued: January 2015

## **Maximum Maturities**

The City of Mustang will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Mustang will not directly invest in securities maturing more than three years from the date of purchase.

Reserve funds may be invested in securities exceeding three years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

## **Internal Control**

An independent audit of investments made and held will be performed as part of the annual audit of the City of Mustang at the close of each fiscal year.

A monthly reconciliation of all investments must be performed.

## **Performance Standards**

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City of Mustang's investment risk constraints and cash flow needs.

## **Reporting**

An investment activity report must be prepared on a monthly basis listing individual funds and securities, earnings rate, and maturity schedules.

## **Investment Policy Adoption**

The City of Mustang's investment policy shall be adopted by resolution of the City Council of the City of Mustang. The City Treasurer shall review the policy on an annual basis and any modifications made thereto must be approved by the City Council.

**CITY OF MUSTANG**  
**AGENDA COMMENTARY**

1. **ITEM:** H-3
2. **MEETING DATE:** January 20, 2015
3. **TITLE:** Approval of Municipal Lease/Purchase Agreement with RCB Bank for a three (3) year lease/purchase agreement for three (3) police vehicles.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Chuck Foley, Chief of Police
6. **BACKGROUND:** The FY 14-15 City of Mustang Budget included funding in the amount of \$67,000.00 for the lease/purchase of four police vehicles including necessary emergency equipment and installation to accompany those vehicles.

Research was performed in 2013 & 2014 by police staff to reduce the interest rate from previous lease/purchase agreements with Ford Motor Credit. RCB Bank provided the FY 13-14 Municipal Lease/Purchase agreement for 2.05%, which was approved by Council. The rate offered for FY 14-15 is 1.60%. Banks and financial institutions in the City of Mustang were surveyed and it was determined that if they did have a lease /purchase agreement that the rate was higher than that offered by RCB Bank.

Attached for your information and review, is a Municipal Lease/Purchase Agreement that upon approval by the City Council, would allow for the lease/purchase of three (3) Chevrolet Tahoes with police package plus added necessary emergency equipment and installation, all with base vehicle pricing in compliance with current Oklahoma State Purchasing Contract SW50035.

It is the intent to purchase one (1) other additional vehicle, which will be submitted to Council for approval on a future date that will keep the total lease/purchase agreement for FY 14-15 under the \$67,000.00 as approved for annual lease/purchase payments.

Staff recommends approval of this agreement.

**7. FINANCIAL IMPACT:** \$51,433.37 fiscal year 2015 (\$67,000.00 budgeted); remaining two years, \$51,433.37 each year (\$154,300.11).

**8. STAFF'S COMMENTS:** Recommendation of Approval

**9. STAFF SOURCE** Chuck Foley, Chief of Police

**10. ORDINANCE / RESOLUTION NO. 15-034**

**CITY OF MUSTANG, OKLAHOMA  
LEASE PURCHASE AGREEMENT FOR EQUIPMENT**

LEASE #2447795

THIS AGREEMENT IS MADE ON THIS 20th DAY OF JANUARY, 2015, BY AND BETWEEN CITY OF MUSTANG, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

**I. EQUIPMENT**

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

| <u>MAKE</u> | <u>MODEL</u> | <u>DESCRIPTION</u>      | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>LEASE PURCHASE PRICE</u> |
|-------------|--------------|-------------------------|-----------------|-------------------|-----------------------------|
| Chevrolet   | 2015 Tahoe   | VIN # 1GNLC2ECXFR535285 | 1               | \$28,886.35       |                             |
| Chevrolet   | 2015 Tahoe   | VIN # 1GNLC2EC9FR530479 | 1               | \$28,886.35       |                             |
| Chevrolet   | 2015 Tahoe   | VIN # 1GNLC2ECXFR533200 | 1               | \$28,886.35       | \$ 86,659.05                |

|                                                                                                      |                 |              |
|------------------------------------------------------------------------------------------------------|-----------------|--------------|
| Equipment package Exhibit "G" from Stolz Telecom quote # 4084 on each of the vehicles                | \$21,300.53 X 3 | \$ 63,901.59 |
| Plus Attorney review fee of \$175.00 and title fee of \$75.00                                        | \$ 250.00       | \$ 250.00    |
| Total Lease Purchase price to include 3, 2015 Chevrolet Tahoe's, equipment from Exhibit "G" and fees |                 | \$150,810.64 |

**PAYMENT OF LEASE PURCHASE INSTALLMENTS**

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE. NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY. TO SECURE PAYMENT OF ALL LESSEE'S OBLIGATIONS UNDER THIS AGREEMENT, LESSEE HEREBY GRANTS TO LESSOR A SECURITY INTEREST CONSTITUTING A FIRST LIEN ON THE EQUIPMENT AND ON ALL ADDITIONS, ATTACHMENTS AND ACCESSIONS THERETO, SUBSTITUTIONS THEREFOR AND PROCEEDS THEREFROM. LESSEE AGREES TO EXECUTE SUCH ADDITIONAL DOCUMENTS, IN REASONABLE FORM SATISFACTORY TO LESSOR, WHICH LESSOR DEEMS NECESSARY OR APPROPRIATE TO ESTABLISH ITS SECURITY INTEREST IN THE EQUIPMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL OF ALL CALCULATED LEASE PAYMENTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT, PLUS 1.60% SIMPLE INTEREST ON THE UNPAID BALANCE AS OF EACH PAYMENT DATE AND ATTORNEY REVIEW FEE AND TITLES NOT TO EXCEED \$250.00.

**II. LEASE TERM**

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

**III. OPTION TO RENEW**

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

**IV. TITLE TO EQUIPMENT**

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

**V. OPTION TO PURCHASE**

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

**VI. DELIVERY AND RETURN OF EQUIPMENT**

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

**VII. REPAIRS AND MAINTENANCE**

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

**VIII. TAXES**

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

**IX. INSURANCE**

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

**X. PATENTS**

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

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

**XI. FUNDING**

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

**XII. ASSIGNMENT**

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

**XIII. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY**

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

**XIV. CHOICE OF LAW**

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

**XVI. ADDITION PROVISION RELATED TO TAX-EXEMPTION:**

IN THE EVENT THAT AT ANY TIME DURING THE TERM OF THIS LEASE OR ANY EXTENSIONS OR RENEWALS THEREOF, THE LESSEE OR ANY OF ITS SUBORDINATE TRUSTS, ANTICIPATES ISSUING MORE THAN TEN MILLION (\$10,000,000) OF TAX-EXEMPT OBLIGATIONS, THE LESSEE SHALL SO NOTIFY LESSOR IN WRITING. IF LESSOR DETERMINES THAT THE ISSUANCE OF SUCH TAX-EXEMPT OBLIGATIONS WOULD, IN LESSOR'S REASONABLE OPINION, JEOPARDIZE THE TAX-EXEMPT STATUS OF THE FINANCING PROVIDED UNDER THIS LEASE, THEN LESSOR SHALL NOTIFY LESSEE IN WRITING OF SUCH DETERMINATION. LESSEE AND LESSOR SHALL NEGOTIATE IN AN EFFORT TO RESOLVE LESSOR'S CONCERNS. IF LESSOR'S CONCERNS ARE NOT RESOLVED WITHIN (20) DAYS FOLLOWING THE DATE OF ITS NOTICE TO LESSEE, THEN LESSOR MAY TERMINATE THIS LEASE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE LESSEE; PROVIDED, DURING THIS TERMINATION NOTICE PERIOD LESSEE SHALL HAVE THE RIGHT TO PURCHASE THE EQUIPMENT UNDER THE LEASE FOR THE PURCHASE AMOUNT SHOWN DUE AS THE NEXT PAYMENT DUE DATE. LEASE.

CITY OF MUSTANG, OKLAHOMA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEST: \_\_\_\_\_

FOR THE LESSOR:

DAVID M. SCHALLER \_\_\_\_\_

TITLE: SENIOR VICE PRESIDENT

**EXHIBIT "A" FOR 120 B:**

OPINION OF COUNSEL

To: RCB Bank, Ponca City, Oklahoma

As counsel for City of Mustang ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated January 20, 2015 by and between Lessee and RCB Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

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

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit "A" to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

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

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

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**Dated: January 20, 2015 Between RCB BANK  
As Lessor and City of Mustang, Oklahoma as Lessee.**

**CERTIFICATE OF CLERK OR SECRETARY OF LESSEE**

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

\_\_\_\_\_ to \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ of Lessee

**EXHIBIT "C" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT**  
**Dated January 20, 2015 between RCB Bank as Lessor and City of Mustang, Oklahoma as Lessee**

**RESOLUTION NO. 15-034**

**RESOLUTION OF GOVERNING BODY**

**WHEREAS**, at a duly called meeting of the governing body of the City of Mustang (the "Lessee") held on January 20, 2015, the following Resolution was introduced and adopted:

**WHEREAS**, the governing body of Lessee has determined that a true and very real need exists for the acquisition of three (3) Police units to include three, 2015 Chevrolet Tahoes (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor and City of Mustang as Lessee (the "Agreement") according to the terms set forth in the State Bid Proposal from Vance Chevrolet & John Vance Auto Group, invoice numbers 8718, 8719, and 8720 dated 12/19/2014; and the Equipment will be used by Lessee for the purpose of:

**City of Mustang Police Department Patrol Units**

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

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

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

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

Name and Title of Persons to Execute and Attest Agreement:

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

Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America s presently enacted and construed or as hereafter amended.

**Resolution No. 15-034**  
**Page Two**

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

This is to certify that the above and foregoing Resolution was duly **ADOPTED AND APPROVED** by the City Council and Mayor of the City of Mustang this 20<sup>th</sup> day of January, 2015.

---

**Jay Adams**  
**Mayor**

**Attest:**

---

**Lisa Martin**  
**City Clerk**

**EXHIBIT "D" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT**  
**Dated: January 20, 2015 between RCB BANK as Lessor and City of Mustang, Oklahoma**  
**as Lessee.**

**CERTIFICATE OF BANK ELIGIBILITY**

This Certificate of Bank Eligibility is entered into and executed by the City of Mustang, as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2013/2014 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RCB Bank**

Ponca City, Oklahoma

Re: Equipment Lease-Purchase Agreement, dated January 20, 2015 (the "Agreement")  
between RCB BANK ("Lessor") and City of Mustang ("Lessee")

Ladies and Gentlemen:

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

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

Acceptance Date: January \_\_\_\_, 2015

Equipment Description: Three 2015 Chevrolet Tahoe's

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated: January 20, 2015 between RCB BANK as Lessor and City of Mustang  
as Lessee.

**STATEMENT OF ESSENTIAL USE**

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

- |                                                                                | YES                      | NO                       |
|--------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. We expect the equipment will be of essential use for the term of the lease. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does it replace equipment that performed this (these) same function(s)?     | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Was this equipment chosen through competitive bidding?                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Which internal fund will be used to make the lease payments? _____          |                          |                          |

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

---

City of Mustang

---

Compound Period ..... : Daily

Nominal Annual Rate .... : 1.600 %

## CASH FLOW DATA

| Event              | Date       | Amount     | Number | Period | End Date   |
|--------------------|------------|------------|--------|--------|------------|
| 1 Lease            | 01/20/2015 | 150,560.64 | 1      |        |            |
| 2 Attorney Opinion | 01/20/2015 | 175.00     | 1      |        |            |
| 3 Title Fee        | 01/20/2015 | 75.00      | 1      |        |            |
| 4 Lease Payment    | 06/20/2015 | 51,433.37  | 3      | Annual | 06/20/2017 |

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

|                  | Date       | Lease      | Attorney Opinion | Title Fee | Lease Payment | Interest | Principal  | Balance    |
|------------------|------------|------------|------------------|-----------|---------------|----------|------------|------------|
| Lease            | 01/20/2015 | 150,560.64 |                  |           |               |          |            | 150,560.64 |
| Attorney Opinion | 01/20/2015 |            | 175.00           |           |               | 0.00     | 0.00       | 150,735.64 |
| Title Fee        | 01/20/2015 |            |                  | 75.00     |               | 0.00     | 0.00       | 150,810.64 |
| 1                | 06/20/2015 |            |                  |           | 51,433.37     | 1,015.49 | 50,417.88  | 100,392.76 |
| 2015 Totals      |            | 150,560.64 | 175.00           | 75.00     | 51,433.37     | 1,015.49 | 50,417.88  |            |
| 2                | 06/20/2016 |            |                  |           | 51,433.37     | 1,646.37 | 49,787.00  | 50,605.76  |
| 2016 Totals      |            | 0.00       | 0.00             | 0.00      | 51,433.37     | 1,646.37 | 49,787.00  |            |
| 3                | 06/20/2017 |            |                  |           | 51,433.37     | 827.61   | 50,605.76  | 0.00       |
| 2017 Totals      |            | 0.00       | 0.00             | 0.00      | 51,433.37     | 827.61   | 50,605.76  |            |
| Grand Totals     |            | 150,560.64 | 175.00           | 75.00     | 154,300.11    | 3,489.47 | 150,810.64 |            |

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

|                                                                                                                                 |                                                                        |                                                                                                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--|
| <b>Part I Reporting Authority</b>                                                                                               |                                                                        | Check box if Amended Return <input type="checkbox"/>                                                             |  |
| 1 Issuer's name<br><b>City of Mustang</b>                                                                                       | 2 Issuer's employer identification number (EIN)<br><b>73   0765218</b> |                                                                                                                  |  |
| 3 Number and street (or P.O. box if mail is not delivered to street address)<br><b>1501 N. Mustang Road</b>                     |                                                                        | Room/suite                                                                                                       |  |
| 4 City, town, or post office, state, and ZIP code<br><b>Mustang, OK 73064</b>                                                   |                                                                        | 5 Report number (For IRS Use Only)<br><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |  |
| 6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information |                                                                        | 7 Telephone number of officer or legal representative                                                            |  |

|                                                                                                                                                |    |         |    |
|------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|----|
| <b>Part II Description of Obligations</b> Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/> |    |         |    |
| 8a Issue price of obligation(s) (see instructions)                                                                                             | 8a | 189,455 | 01 |
| b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►    |    |         |    |
| 9 Amount of the reported obligation(s) on line 8a that is:                                                                                     |    |         |    |
| a For leases for vehicles                                                                                                                      | 9a |         |    |
| b For leases for office equipment                                                                                                              | 9b |         |    |
| c For leases for real property                                                                                                                 | 9c |         |    |
| d For leases for other (see instructions)                                                                                                      | 9d |         |    |
| e For bank loans for vehicles                                                                                                                  | 9e |         |    |
| f For bank loans for office equipment                                                                                                          | 9f |         |    |
| g For bank loans for real property                                                                                                             | 9g |         |    |
| h For bank loans for other (see instructions)                                                                                                  | 9h |         |    |
| i Used to refund prior issue(s)                                                                                                                | 9i |         |    |
| j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)                                              | 9j |         |    |
| k Other                                                                                                                                        | 9k |         |    |
| 10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/> |    |         |    |
| 11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>          |    |         |    |
| 12 Vendor's or bank's name: _____                                                                                                              |    |         |    |
| 13 Vendor's or bank's employer identification number: _____                                                                                    |    |         |    |

|                               |                                                                                                                                                                                                                                                                                                                                                                                      |  |                        |      |                                                 |      |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|------|-------------------------------------------------|------|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above. |  |                        |      |                                                 |      |
|                               | Signature of issuer's authorized representative<br>                                                                                                                                                                                                                                              |  | Date<br><b>1/20/15</b> |      |                                                 |      |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name                                                                                                                                                                                                                                                                                                                                                           |  | Preparer's signature   | Date | Check <input type="checkbox"/> if self-employed | PTIN |
|                               | Firm's name ►                                                                                                                                                                                                                                                                                                                                                                        |  | Firm's EIN ►           |      |                                                 |      |
|                               | Firm's address ►                                                                                                                                                                                                                                                                                                                                                                     |  | Phone no.              |      |                                                 |      |
|                               |                                                                                                                                                                                                                                                                                                                                                                                      |  |                        |      |                                                 |      |

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

# Vance Chevrolet

Fleet & Government Sales Division  
PO Box 628 Perry, OK 73077  
405-282-3800 Fax: 405-260-3010

a division of



## Invoice

**Bill to:**

City of Mustang  
650 E. State Highway 152  
Mustang, OK 73064  
Phone: (405)376-7733  
Fax: (405)376-7728

**Ship to:**

Chuck Foley  
City of Mustang  
650 E. State Highway 152  
Mustang, OK 73064

Date 12/19/2014

Invoice Number: 8719

PO # **CHUCK FOLEY**

Stock **FR533200**

VIN # **1GNLC2ECXFR533200**

Mileage **50** UNIT

Questions? Please call

**Cameron Colter** 012576

|   | Part #             | Description                                   | Price       |             |
|---|--------------------|-----------------------------------------------|-------------|-------------|
|   | SW035              | OKLAHOMA STATE CONTRACT                       |             |             |
| 1 | 1000009398-CC15706 | 2015 Chevrolet Tahoe                          | \$28,480.00 | \$28,480.00 |
| 1 | 9C1-2WD            | Police Pursuit Vehicle 2WD                    | \$0.00      | \$0.00      |
| 1 | AMF                | Additional Remotes                            | \$75.00     | \$75.00     |
| 1 | 5HP                | Extra Keys                                    | \$158.00    | \$158.00    |
| 1 | 5T5                | Cloth Front & Vinyl Rear Seats                | \$0.00      | \$0.00      |
| 1 | 7X6                | Driver Side Spot Light                        | \$0.00      | \$0.00      |
| 1 | 9G8                | Daytime Running/Auto Headlamp Delete          | \$10.00     | \$10.00     |
| 1 | 9U3                | Center 20% Seat - Delete                      | \$0.00      | \$0.00      |
| 1 | UT7                | Ground Studs & Suppression Straps             | \$83.60     | \$83.60     |
| 1 | B30D               | HD Rubber Flooring                            | (\$58.00)   | (\$58.00)   |
| 1 | GU4                | 3.08 Rear Axle                                | \$0.00      | \$0.00      |
| 1 | L83                | 5.3 Liter V8 Engine                           | \$0.00      | \$0.00      |
| 1 | MYC                | 6 Speed Auto Transmission                     | \$0.00      | \$0.00      |
| 1 | QAR                | Tires, P265/60R17 all-season, police, V-rated | \$0.00      | \$0.00      |
| 1 | RAP                | 17" Black Steel Wheels - Police Rated         | \$0.00      | \$0.00      |
| 1 | UE1                | OnStar w/ Bluetooth                           | \$80.75     | \$80.75     |
| 1 | AMP                | Remote Start                                  | \$190.00    | \$190.00    |
| 1 | 6C7D               | Auxilliary Dome Light - Delete                | (\$58.00)   | (\$58.00)   |
| 1 | TRM-D              | Tremco Delete Credit                          | (\$75.00)   | (\$75.00)   |
| 1 | UD7                | Rear Parking Sensors                          |             |             |
| 1 | UVC                | Backup Camera                                 |             |             |
|   |                    | Int: Black cloth front/vinyl rear             |             |             |
|   |                    | Ext Color: WHITE                              |             |             |

By signing below, I accept this vehicle and the payment terms per the referenced purchase order or contract.

- 1) TAG & TAXES NOT INCLUDED UNLESS ITEMIZED ON QUOTE.
- 2) ALL FLEET REBATES & INCENTIVES INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE
- 4) BALANCE DUE AT TIME OF DELIVERY UNLESS PREVIOUS ARRANGEMENTS ARE MADE.
- 5) ALL GOVERNMENT PURCHASES ARE TO BE PAID IN LESS THAN 30 DAYS
- 6) ALL VEHICLES MUST BE TITLED WITHIN 60 DAYS. REPLACEMENT FOR LOST TITLEWORK WILL BE CHARGE \$100 PER VEHICLE AFTER 60 DAYS.

Sale Price \$28,886.35

Total \$28,886.35

Dealer Authorization:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

# ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment

I, Vance Chevrolet state that the odometer now  
reads 50 (no tenths) miles and to the best of my knowledge that it reflects  
the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading  
reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING - ODOMETER DISCREPANCY.

MAKE CHEVROLET

MODEL TAHOE BODY \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER 1GNLC2ECXFR533200

YEAR 2015

TRANSFERORS NAME Vance Chevrolet

TRANSFERORS ADDRESS PO Box 628

CITY Perry STATE OK ZIP 73077

TRANSFERORS NAME ☒ 12/19/2014

DATE OF STATEMENT City of Mustang

TRANSFEREES NAME 650 E. State Highway 152

TRANSFEREES ADDRESS Mustang STATE OK ZIP 73064

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TRANSFEREES NAME ☒ City of Mustang

(PRINTED NAME)

# Vance Chevrolet

Fleet & Government Sales Division  
PO Box 628 Perry, OK 73077  
405-282-3800 Fax: 405-260-3010

a division of



## Invoice

**Bill to:**

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Phone: (405)376-7733  
Fax: (405)376-7728

**Ship to:**

Chuck Foley  
City of Mustang  
650 E. State Highway 152  
Mustang, OK 73064

Date 12/19/2014

Invoice Number: 8718

PO # **CHUCK FOLEY**

Stock **FR530479**

VIN # **1GNLC2EC9FR530479**

Mileage **50 UNIT**

Questions? Please call

**Cameron Colter** 012511

|   | Part #             | Description                                   | Price       |             |
|---|--------------------|-----------------------------------------------|-------------|-------------|
|   | SW035              | OKLAHOMA STATE CONTRACT                       |             |             |
| 1 | 1000009398-CC15706 | 2015 Chevrolet Tahoe                          | \$28,480.00 | \$28,480.00 |
| 1 | 9C1-2WD            | Police Pursuit Vehicle 2WD                    | \$0.00      | \$0.00      |
| 1 | AMF                | Additional Remotes                            | \$75.00     | \$75.00     |
| 1 | 5HP                | Extra Keys                                    | \$158.00    | \$158.00    |
| 1 | 5T5                | Cloth Front & Vinyl Rear Seats                | \$0.00      | \$0.00      |
| 1 | 7X6                | Driver Side Spot Light                        | \$0.00      | \$0.00      |
| 1 | 9G8                | Daytime Running/Auto Headlamp Delete          | \$10.00     | \$10.00     |
| 1 | 9U3                | Center 20% Seat - Delete                      | \$0.00      | \$0.00      |
| 1 | UT7                | Ground Studs & Suppression Straps             | \$83.60     | \$83.60     |
| 1 | B30D               | HD Rubber Flooring                            | (\$58.00)   | (\$58.00)   |
| 1 | GU4                | 3.08 Rear Axle                                | \$0.00      | \$0.00      |
| 1 | L83                | 5.3 Liter V8 Engine                           | \$0.00      | \$0.00      |
| 1 | MYC                | 6 Speed Auto Transmission                     | \$0.00      | \$0.00      |
| 1 | QAR                | Tires, P265/60R17 all-season, police, V-rated | \$0.00      | \$0.00      |
| 1 | RAP                | 17" Black Steel Wheels - Police Rated         | \$0.00      | \$0.00      |
| 1 | UE1                | OnStar w/ Bluetooth                           | \$80.75     | \$80.75     |
| 1 | AMP                | Remote Start                                  | \$190.00    | \$190.00    |
| 1 | 6C7D               | Auxilliary Dome Light - Delete                | (\$58.00)   | (\$58.00)   |
| 1 | TRM-D              | Tremco Delete Credit                          | (\$75.00)   | (\$75.00)   |
| 1 | UD7                | Rear Parking Sensors                          |             |             |
| 1 | UVC                | Backup Camera                                 |             |             |
|   |                    | Int: Black cloth front/vinyl rear             |             |             |
|   |                    | Ext Color: WHITE                              |             |             |

By signing below, I accept this vehicle and the payment terms per the referenced purchase order or contract.

- 1) TAG & TAXES NOT INCLUDED UNLESS ITEMIZED ON QUOTE.
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- 6) ALL VEHICLES MUST BE TITLED WITHIN 60 DAYS. REPLACEMENT FOR LOST TITLEWORK WILL BE CHARGE \$100 PER VEHICLE AFTER 60 DAYS.

Sale Price \$28,886.35

Total \$28,886.35

Dealer Authorization:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

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WARNING - ODOMETER DISCREPANCY.

MAKE CHEVROLET

MODEL TAHOE BODY \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER 1GNLC2EC9FR530479

YEAR 2015

TRANSFERORS NAME Vance Chevrolet

TRANSFERORS ADDRESS PO Box 628

CITY Perry STATE OK ZIP 73077

TRANSFERORS NAME X  
12/19/2014

DATE OF STATEMENT City of Mustang

TRANSFEREES NAME 650 E. State Highway 152

TRANSFEREE'S ADDRESS Mustang STATE OK ZIP 73064

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TRANSFEREE'S NAME X  
City of Mustang

(PRINTED NAME)

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Fleet & Government Sales Division  
PO Box 628 Perry, OK 73077  
405-282-3800 Fax: 405-260-3010

a division of



## Invoice

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Phone: (405)376-7733  
Fax: (405)376-7728

**Ship to:**

Chuck Foley  
City of Mustang  
650 E. State Highway 152  
Mustang, OK 73064

Date 12/19/2014

Invoice Number: 8720

PO # **CHUCK FOLEY**

Stock **FR535285**

VIN # **1GNLC2ECXFR535285**

Mileage **50** UNIT

Questions? Please call

**Cameron Colter** 012596

|   | Part #             | Description                                   | Price       |             |
|---|--------------------|-----------------------------------------------|-------------|-------------|
|   | SW035              | OKLAHOMA STATE CONTRACT                       |             |             |
| 1 | 1000009398-CC15706 | 2015 Chevrolet Tahoe                          | \$28,480.00 | \$28,480.00 |
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| 1 | UD7                | Rear Parking Sensors                          |             |             |
| 1 | UVC                | Backup Camera                                 |             |             |
|   |                    | Int: Black cloth front/vinyl rear             |             |             |
|   |                    | Ext Color: Black                              |             |             |

By signing below, I accept this vehicle and the payment terms per the referenced purchase order or contract.

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Total \$28,886.35

Dealer Authorization:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

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MAKE CHEVROLET

MODEL TAHOE BODY \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER 1GNLC2ECXFR535285

YEAR 2015

TRANSFERORS NAME Vance Chevrolet

TRANSFERORS ADDRESS PO Box 628

CITY Perry STATE OK ZIP 73077

CITY \_\_\_\_\_ STATE \_\_\_\_\_ - ZIP \_\_\_\_\_

TRANSFERORS NAME ☒ \_\_\_\_\_

12/19/2014

DATE OF STATEMENT \_\_\_\_\_

City of Mustang

TRANSFEREES NAME \_\_\_\_\_

650 E. State Highway 152

TRANSFEREES ADDRESS Mustang STATE OK ZIP 73064

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TRANSFEE'S NAME ☒ City of Mustang

(PRINTED NAME)



6825 Camille Avenue  
Oklahoma City OK 73149  
Customer Service: 877.457.2262  
Main: 405.632.2262  
Fax: 877.457.2262

### Quote 4084

Issue Date: 2014-06-09 Estimated Ship Date: 2014-07-09

Quote To  
City of Mustang  
1601 N Mustang Rd  
Mustang, OK 73064

Ship To  
City of Mustang Police Department  
Attn: Chief Foley  
650 East State Highway  
Suite 101  
Mustang, OK 73064  
Phone: 405.376.2488  
CFoley@CityofMustang.org

Sales Rep: House Account Customer Service Rep: House Account

| Ln # | Quantity | Description                                                                                                                                            | Unit Price   | Total      |
|------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
|      |          | Upfit 2015 Chevrolet Tahoe                                                                                                                             |              |            |
| 1    | 1 Each   | Whelen Legacy 54" Lightbar<br>Includes Duo Traffic Advisor                                                                                             | 1786.80 Each | \$1,786.80 |
| 2    | 1 Each   | MKAJ71 : ADJ LIGHTBAR MOUNT KIT #71                                                                                                                    | 43.80 Each   | \$43.80    |
| 3    | 1 Each   | CCSRN3 : 3-Position Slide Switch and 18 Push Button<br>Control Head with Amplifier Control Module with<br>pigtaills, Microphone with CCMICX20 Included | 804.60 Each  | \$804.60   |
| 4    | 1 Each   | SA315P : SA315P SPEAKER BLACK PLASTIC                                                                                                                  | 188.40 Each  | \$188.40   |
| 5    | 1 Each   | SAK55: 315 Speaker mount Pass Side                                                                                                                     | 22.20 Each   | \$22.20    |
| 6    | 2 Each   | VTX609C : VERTEX SUPER-LED LIGHT WHITE                                                                                                                 | 77.40 Each   | \$154.80   |
| 7    | 1 Each   | VTX609B : VERTEX SUPER-LED LIGHT BLUE                                                                                                                  | 77.40 Each   | \$77.40    |
| 8    | 1 Each   | VTX609R : VERTEX SUPER-LED LIGHT RED                                                                                                                   | 77.40 Each   | \$77.40    |
| 9    | 1 Each   | C-VS-1013-TAH-1: 2015 Chevrolet Tahoe 21" console                                                                                                      | 323.40 Each  | \$323.40   |
| 10   | 1 Each   | C-CUP2-I : Internal cup holders                                                                                                                        | 35.28 Each   | \$35.28    |
| 11   | 1 Each   | C-ARM-102 : Side mount armrest                                                                                                                         | 57.96 Each   | \$57.96    |
| 12   | 3 Each   | C-MCB : Mic clip bracket                                                                                                                               | 11.76 Each   | \$35.28    |
| 13   | 1 Each   | C-ML-LP2 : Internal console mount 2 plate 2 lighter<br>plug outlets + map light                                                                        | 89.04 Each   | \$89.04    |
| 14   | 1 Each   | CG-X : Chargeguard-select                                                                                                                              | 79.20 Each   | \$79.20    |
| 15   | 1 Each   | PKG-PSM-276: 2015 Chevrolet Tahoe Premium Passenger<br>Side Mount                                                                                      | 566.59 Each  | \$566.59   |



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| Ln # | Quantity | Description                                                                                                                                                                | Unit Price   | Total      |
|------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
| 16   | 1 Each   | DS-PAN-111-1 : Docking station: Panasonic Toughbook<br>30/31 high gain antenna                                                                                             | 791.78 Each  | \$791.78   |
| 17   | 1 Each   | 410-9817 : Cargo Side - Tahoe SUV 2015 Light Duty<br>with Floor Planks, Sides and Mounting Hardware                                                                        | 867.00 Each  | \$867.00   |
| 18   | 1 Each   | PB400 : Steel Push Bumper                                                                                                                                                  | 296.10 Each  | \$296.10   |
| 19   | 1 Each   | PB8-VS : Dual loop heavy duty wrap-around<br>headlight/brush guards                                                                                                        | 296.10 Each  | \$296.10   |
| 20   | 1 Each   | PK1155TAH15SCA: 10XL Extra leg Room Recessed Panel,<br>Ucoated Poly Carb Sliding Window                                                                                    | 782.10 Each  | \$782.10   |
| 21   | 1 Each   | 12-VS : Vinyl coated expanded metal screen window                                                                                                                          | 359.10 Each  | \$359.10   |
| 22   | 1 Each   | DOUBLE VERTICAL WEAPON MOUNTING SYSTEM WITH SETINA<br>LOCKS Standard shotgun lock and universal lock with<br>Double T-Rail                                                 | 359.10 Each  | \$359.10   |
| 23   | 1 Each   | TAD6 : DOMINATOR 6 SUPER-LED T/A                                                                                                                                           | 321.60 Each  | \$321.60   |
| 24   | 1 Each   | DBKT5 : DOMINATOR UPPER REAR WINDOW MT                                                                                                                                     | 13.80 Each   | \$13.80    |
| 25   | 3 Each   | WIONR : NFPA ION LIGHT RED                                                                                                                                                 | 103.20 Each  | \$309.60   |
| 26   | 3 Each   | WIONB : NFPA ION LIGHT BLUE                                                                                                                                                | 103.20 Each  | \$309.60   |
| 27   | 2 Each   | WIONC : NFPA ION LIGHT WHITE                                                                                                                                               | 103.20 Each  | \$206.40   |
| 28   | 1 Each   | IONBKT1 : Optional Universal License Plate Bracket for<br>2 ION Lighthead Horizontal Mount                                                                                 | 18.30 Each   | \$18.30    |
| 29   | 2 Each   | LINSV2R: V Series Combo 180 Degree/Puddle, Under Mirror<br>RED                                                                                                             | 144.00 Each  | \$288.00   |
| 30   | 1 Each   | LSVBKT: SV2 Mount Bracket Under Mirror Pair                                                                                                                                | 14.40 Each   | \$14.40    |
| 31   | 1 Each   | SSFPOS18 : 100% Solid-State, Headlight and Taillight<br>Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash<br>Patterns                                                   | 60.60 Each   | \$60.60    |
| 32   | 1 Each   | PSC00CDR : 18 LED STRIP LIGHT COMPARTMENT                                                                                                                                  | 81.00 Each   | \$81.00    |
| 33   | 1 Each   | PSR00FCR : STRIP LED FLASHER RED CLR LENS                                                                                                                                  | 76.20 Each   | \$76.20    |
| 34   | 2 Each   | PSBKT451 : SINGLE 45 DEG MT KIT STRIP LT                                                                                                                                   | 13.50 Each   | \$27.00    |
| 35   | 1 Each   | P46HHS: Super LED Hand Held Spot Light 12 VDC With<br>Plug, On/Off Switch, Magnet mount                                                                                    | 380.80 Each  | \$380.80   |
| 36   | 1 Each   | WatchGuard DV1 system<br>Includes: \$ 4,850<br>DV1 Overhead Console Unit (w/ free software upgrades for<br>life)<br>Integrated Sony Zoom Front Camera/High Res Color Cabin | 4850.00 Each | \$4,850.00 |



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| Ln # | Quantity | Description                                                                                                                                                                                                                                                                                                                                                                   | Unit Price   | Total      |
|------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|
|      |          | <b>Camera</b><br>2.4 GHz Wireless Body Mic w/ Charger & High Gain Cabin Mic<br>Integrated GPS for display and recording latitude and longitude coordinates<br>All necessary mounting hardware, cabling and installation instructions<br>Operations manual, quick chart, starter pack 10 DVDs<br>WatchGuard Fleet Utility & DVD Manager software<br>Twelve Month Full Warranty |              |            |
| 37   | 1 Each   | Ticket Light with Bracket: Dome Light for Watch Guard DV-1                                                                                                                                                                                                                                                                                                                    | 150.00 Each  | \$150.00   |
| 38   | 1 Each   | MPH BEEIII Ka-band dual package<br><i>Includes Wireless Remote</i>                                                                                                                                                                                                                                                                                                            | 2298.00 Each | \$2,298.00 |
| 39   | 1 Each   | IR-1002 : Vehicle Idle fuel management system control module                                                                                                                                                                                                                                                                                                                  | 120.00 Each  | \$120.00   |
| 40   | 1 Each   | BMLPVMB/LTE : *LTE Ant 698-2170 MHz                                                                                                                                                                                                                                                                                                                                           | 41.31 Each   | \$41.31    |
| 41   | 1 Each   | NMOPFP195C : 3/4 Brass Mt 195TNC                                                                                                                                                                                                                                                                                                                                              | 28.84 Each   | \$28.84    |
| 42   | 1 Each   | RFT-1202-2 : TNC Male Crimp-RG58141                                                                                                                                                                                                                                                                                                                                           | 2.10 Each    | \$2.10     |
| 43   | 2 Each   | NMO58U-NC : 3/4 Brass Mount/ No Conn                                                                                                                                                                                                                                                                                                                                          | 12.68 Each   | \$25.36    |
| 44   | 1 Each   | BMLPV700 : 740-870 Low Profile Blk                                                                                                                                                                                                                                                                                                                                            | 30.46 Each   | \$30.46    |
| 45   | 1 Each   | MAXMFT : 118-940 MHz 1/4 wave Ant.                                                                                                                                                                                                                                                                                                                                            | 14.20 Each   | \$14.20    |
| 46   | 1 Each   | RFU-505 : UHF Male CrimpRG58LMR200                                                                                                                                                                                                                                                                                                                                            | 1.89 Each    | \$1.89     |
| 47   | 1 Each   | 29-4010 : MiniUHF Male Crimp-RG58                                                                                                                                                                                                                                                                                                                                             | 2.03 Each    | \$2.03     |
| 48   | 1 Each   | Tremco Police Products: 2015 Chevrolet Tahoe                                                                                                                                                                                                                                                                                                                                  | 112.00 Each  | \$112.00   |
| 49   | 3 Each   | MISC40 : Miscellaneous Materials                                                                                                                                                                                                                                                                                                                                              | 40.00 Each   | \$120.00   |
| 50   | 1 Each   | 285100F-121-S BUSSMANN CIRCUIT BREAKER 100A SURFACE TYPE III                                                                                                                                                                                                                                                                                                                  | 32.79 Each   | \$32.79    |
| 51   | 2 Each   | 15600-0811 : ATO / ATC FUSE BLOCK 8 GANG WITH GROUND TERMINAL                                                                                                                                                                                                                                                                                                                 | 12.91 Each   | \$25.82    |
| 52   | 48 Hour  | ST UTEL : Upfit Technician Estimated Labor                                                                                                                                                                                                                                                                                                                                    | 65.00 Hour   | \$3,120.00 |

Subtotal: \$21,175.53  
Tax: \$0.00  
NONE UPFIT - Shipping: \$125.00  
Total: \$21,300.53

## 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 **01/06/15** MIA Minutes
- \*2. Claims List for **FY '15**

## E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

## F. DISCUSSION ITEMS

- \*1. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 15-033** Adopting City of Mustang Investment Policy.

## G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY  
JANUARY 6, 2015**

The Mustang Improvement Authority met in regular session on Tuesday, January 6, 2015, 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 Wednesday, December 31, 2014, at 1:30 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 **7:18 p.m.**

**B. ROLL CALL**

**Trustees Present:** Staples  
Bowers  
Jones  
Hagan  
Schweinberg  
Adams

**Trustees Absent:** Taylor

**C. NEW BUSINESS**

None.

**D. CONSENT AGENDA**

1. Approval of **12/16/14** MIA Minutes
- \*2. Claims List for **FY '15**
- \*3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

**MOTION** was made by **Trustee Schweinberg**, seconded by **Trustee Jones**, to approve Items D-1 thru D-3 of the Consent Agenda.

**AYE:** Staples, Bowers, Jones, Hagan, Schweinberg, Adams  
**NAY:** None

**E. INFORMATION/REPORTS**

**1. Trustee Manager**

None.

**2. Trustees**

None.

**F. DISCUSSION ITEMS**

None.

**G. ADJOURNMENT**

**MOTION** was made by **Chairman Adams** and seconded by **Trustee Jones** to adjourn.

**AYE: Staples, Bowers, Jones, Hagan, Schweinberg, Adams**

**NAY: None**

Meeting was adjourned at **7:19 p.m.**

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Jay Adams, Chairman

Attest:

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Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                       | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT     |
|-------------------|----------|----------------------------|---------------------------|--------|--------------|------------|
| DEPARTMENT: 68    |          | GENERAL GOVERNMENT         |                           |        |              |            |
| 15-0530           | 01-B0024 | BANCFIRST                  | 2009 BOND PAYMENT         | 2/2015 | 201501140408 | 21,939.67  |
| 15-1125           | 01-B0024 | BANCFIRST                  | 2014 A BOND PAYMENT       | 1/2015 | 201501140433 | 183,646.25 |
| 15-1247           | 01-B0120 | BOND FUND                  | 4TH PENNY TRANSFER        | 1/2015 | 201501140410 | 34,523.89  |
| 15-1267           | 01-D0005 | D.E.Q.                     | APP. FEE FOR WWTP DISCHAR | 1/2015 | 55700089     | 518.16     |
| 15-0009           | 01-G0030 | GENERAL FUND               | OPERATING TRANSFER        | 1/2015 | 201501140405 | 230,000.00 |
| 15-1249           | 01-L0045 | LIMITED PURPOSE FUND       | 3RD PENNY TRANSFER        | 1/2015 | 201501140411 | 100,917.80 |
| 15-1094           | 01-M0210 | MUSTANG IMPROVEMENT        | TRANSFER CIP FEE TO MIA   | 1/2015 | 201501140412 | 29,430.00  |
| 15-1248           | 01-S0205 | STREET IMPROVEMENT FUND    | FRANCHISE FEE TRANSFER    | 1/2015 | 201501140404 | 13,000.00  |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 613,975.77 |
| DEPARTMENT: 72    |          | WATER                      |                           |        |              |            |
| 15-0648           | 01-C0108 | COWAN GROUP                | CITY ENGINEER             | 1/2015 | 201501140418 | 433.00     |
| 15-1087           | 01-C0108 | COWAN GROUP                | WATER MODEL PROJECT       | 1/2015 | 201501140419 | 17,045.50  |
| 15-1254           | 01-C0108 | COWAN GROUP                | 59TH ST. BRIDGE WATER LIN | 1/2015 | 201501140420 | 6,543.26   |
| 15-1252           | 01-C0135 | CITY OF OKC UTILITIES      | WATER PURCHASE            | 1/2015 | 201501140422 | 25,135.50  |
| 15-1272           | 01-O0035 | OKLAHOMA ELECTRIC CO-OP    | ELECTRIC SERVICE          | 1/2015 | 201501140435 | 10,050.26  |
| 15-1273           | 01-O0055 | OG&E COMPANY               | ELECTRIC SERVICE          | 1/2015 | 201501140437 | 232.06     |
| 15-1274           | 01-O0055 | OG&E COMPANY               | ELECTRIC SERVICE          | 1/2015 | 201501150439 | 2,061.86   |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 61,501.44  |
| DEPARTMENT: 75    |          | SEWER                      |                           |        |              |            |
| 15-0648           | 01-C0108 | COWAN GROUP                | CITY ENGINEER             | 1/2015 | 201501140418 | 778.76     |
| 15-1253           | 01-C0108 | COWAN GROUP                | W.W. TREATMENT PLANT      | 1/2015 | 201501140421 | 4,842.76   |
| 15-1269           | 01-C0117 | CLEARWATER ENTERPRISE, LLC | GAS USAGE                 | 1/2015 | 201501140417 | 982.91     |
| 15-1272           | 01-O0035 | OKLAHOMA ELECTRIC CO-OP    | ELECTRIC SERVICE          | 1/2015 | 201501140435 | 657.00     |
| 15-1245           | 01-O0055 | OG&E COMPANY               | ELECTRIC SERVICE          | 1/2015 | 201501140427 | 39.32      |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 7,300.75   |
| FUND TOTAL:       |          |                            |                           |        |              | 682,777.96 |