

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Bryan, Senior Pastor, Chisholm Heights Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **03/03/15** City Council Minutes.
2. Approval of **03/09/15** 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. 15-046** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$191.
6. Approval of **Resolution No. 15-047** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$4,000.
- *7. Approval of **First Amendment** to the Operation, Maintenance, and Management Services Agreement between Severn Trent Environmental Services, Inc. and the Mustang Improvement Authority.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda packet.
2. City Council
 - a. Appointment of **One (1) Commissioner** to the **Mustang Planning Commission**.

H. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project titled 59th Street Bridge Waterline Relocation.
- *2. **Discussion, Consideration and Possible Action** regarding Awarding of Bid for Project titled 59th Street Bridge Waterline Relocation.
3. **Discussion, Consideration and Possible Action** regarding Approval of Purchase of a New Tractor and Flail Mower for Right of Way and Park Maintenance.
4. **Discussion, Consideration and Possible Action** regarding Approval of the Municipal Lease/Purchase of One (1) Police Vehicle with RCB Bank for a Three Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 15-048, 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
MARCH 3, 2015**

The Mustang City Council met in regular session on Tuesday, March 3, 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 Friday, February 27, 2015, at 11:30 a.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 (Scott Badgett, Executive Pastor, Chisholm Heights Baptist Church)

Pastor Badgett led the assembly in the Pledge and Invocation. He provided information regarding upcoming events at the Church such as this weekend being the last weekend for the Upward Bound basketball program, 18 youth and adults are going on a mission trip to Nicaragua over Spring Break, and the Church performing an Easter musical inviting the public to attend.

C. ROLL CALL

Councilmembers Present:	Taylor
	Staples
	Bowers
	Jones
	Hagan
	Schweinberg
	Adams

Councilmembers Absent:	None
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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 **02/17/15** 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. 15-043** Directing Filing and Notification of the Publication of the 2015 Supplement to the Mustang Municipal Code.
5. Approval of **Resolution No. 15-044** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2014-2015 Fiscal Year Budget by \$1,000.
6. Approval of **Resolution No. 15-045** designating Chisholm Trail and Great Western Trail as National Historic Trails.

MOTION was made by **Councilman Taylor**, seconded by **Councilwoman Bowers**, to approve Items F-1 thru F-6 of the Consent Agenda.

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney presented a plaque to **Finance Director Watts** from the Association of Public Treasurers of the United States and Canada for receiving her accreditation as a Certified Public Finance Administrator stating over 15 years of service in public sector accounting is required to be considered for this award.

Watts stated it was an honor to serve the City and appreciates the confidence shown by the Council for the Finance Department.

Rooney stated his written report was included in the packets as well as available on the website. He stated Silverstar was prepared for inclement weather predicted for Wednesday and possibly Thursday, as well as advised a Capital Improvement Project update would be presented by **Assistant City Manager Battles** at the March 9th Work Session and will also be presented at the next Council meeting on March 17th.

2. **City Council**

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

Councilman Taylor praised Silverstar for the work they did in keeping the roads clear over the last couple of weeks stating he had received a lot of compliments. He stated it was an honor to attend a Leisure Board meeting and was thankful for the Board Members stating they were dedicated to Parks and Recreation as well as to the City and a lot of good things were happening with more good things to happen in the future. **Taylor** reminded everyone of the Chocolate Festival on Friday at the Library and stated the Masonic Lodge would be holding a breakfast on Saturday open to the public.

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

Councilwoman Bowers did not have anything to report at this time.

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

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

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

Mayor Adams also reminded everyone of the Chocolate Festival on Friday.

H. **DISCUSSION ITEMS**

None.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** on Bank of America, N.A. v. Jason M. Bybee, et al. (including the City of Mustang), Case No. CJ-2014-613, District Court, Canadian County, Oklahoma; and, **proposed Executive Session as authorized by 25 O.S., Section 307(B)(4).**
2. **Discussion, Consideration and Possible Action** on Barbara F. Pickard v. William R. Pickard, et al. (including the City of Mustang), Case No. CJ-2015-105, District Court, Canadian County, Oklahoma; and **proposed Executive Session as authorized by 25 O.S., Section 307(B)(4).**

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

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

TIME ADJOURNED to Executive Session: **7:10 p.m.**

Mayor Adams called the meeting back in session at **7:14 p.m.**

In reference to Item J-1 –

MOTION was made by **Mayor Adams**, seconded **Councilman Taylor** to instruct the City Attorney to file a disclaimer regarding Bank of America, N.A. v. Jason M. Bybee, et al. (including the City of Mustang), Case No. CJ-2014-613, District Court, Canadian County, Oklahoma.

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

In reference to Item J-2 –

MOTION was made by **Mayor Adams**, seconded **Councilman Taylor** to instruct the City Attorney to file a disclaimer regarding Barbara F. Pickard v. William R. Pickard, et al. (including the City of Mustang), Case No. CJ-2015-105, District Court, Canadian County, Oklahoma.

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

NAY: None

K. ADJOURNMENT

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

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

NAY: None

The meeting was adjourned at **7:15 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
MARCH 9, 2015
SPECIAL MEETING**

The Mustang City Council met in a Special Meeting on Monday, March 9, 2015, at 6:30 p.m. at the Mustang Police Department, 650 E. Highway 152, Mustang, Oklahoma. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Thursday, March 5, 2015, at 2:35 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 6:30 p.m.

B. ROLL CALL

Councilmembers Present:	Taylor Staples Bowers Jones Hagan Schweinberg Adams
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Councilmembers Absent:	None
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C. DISCUSSION ITEMS

1. **Presentation** by Assistant City Manager Battles regarding status of current Capital Improvement Projects.

Assistant City Manager Battles provided a presentation regarding the status of current Capital Improvement Projects including:

- Completed Projects
 - o Modifications to 74th Street Booster Station & County Line Water Tower
 - o Lift Station #3
 - o Engineering Report on WWTP upgrades and general maintenance

- WWTP Phase II A
 - o SBR Mixer Modification
 - Important for de-ragging
 - One mixer completed
 - Estimated completion date for all mixers within 60-90 days
 - o Site Piping Modifications
 - Estimated completion date within 30 days
 - o SCADA/SBR Communications
 - o Headworks Piping Gallery Modifications
 - Originally included in Phase II B, but due to other savings, may be able to move to Phase II A
- Wastewater / Sewer Lines
 - o Meadow Lane Sewer Rehabilitation
 - o Lift Station #2
- Water
 - o Hydraulic Model, which will assist in planning and development of the following items:
 - Arsenic removal
 - Replacement of aging/troubled transmission lines
 - Identify low pressure areas
 - Short & long term water distribution planning
- South Mustang Road
 - o Survey by EST, Inc. is 90% complete
 - o Preliminary plans expected around May or June, 2015
 - o The City will not be purchasing any property
 - o After receipt of Preliminary plans, hold a public meeting to provide information to citizens
 - o Discussion was held concerning Juniper and Dowden streets as well as grant money from ACOG.
- Additional Items
 - o Currently in process of renewing National Pollutant Discharge Elimination System (NPDES) permit
 - o Three decant equalization pumps in the WWTP being serviced due to obstruction of rags

- Final Thoughts
 - o The City of Mustang continues to move forward with water and wastewater planning and improvements
 - o Cowan Group has proven to be a great asset and is budget conscious in design and implementation
 - o Staff looks forward to continued development of a quality system

2. **Discussion** regarding a New Tractor and Triple Flail Mower for Right of Way and Park Maintenance.

Assistant City Manager Battles stated the City currently owns a 1997 Ford Tractor and an Alamo Flail Mower used to mow right of ways and large park areas stating the tractor and flail mower continually have issues and are placed out of service for repair more often than it is in service. He stated Silver Star Construction does an excellent job maintaining and repairing the equipment, but the tractor and mower have worn out. He stated the estimated costs of needed repairs are approximately \$55,000+ and when weighing the cost benefits of making the repairs or purchasing a new tractor and mower, it was determined replacement would be the best option. **Battles** stated the tractor and mower were available on State Contract for \$98,689.36.

Discussion was held regarding the contract with Silver Star Construction (Silver Star) stating the contract ends September, 2017, with the contract allowing both the City to provide equipment which can be used by Silver Star, as well as a list of equipment to be provided by Silver Star - mowers are not included on that list. It was stated this may be an area needing addressed when the contract ends.

Other discussion included the safety of the tractor and mower as well as technology changes and attachments which would make it more useful such as snow removal.

Battles stated the contract includes a rental fee that could be charged to the City for equipment; however, Silver Star has not ever charged us for that and Silver Star has provided extra equipment and services that have not been charged to the City. He stated they are a great contractor to work with who does all they can to get the job done safely and professionally.

3. **Discussion** regarding Severn Trent First Amendment and Appendix D.

Finance Director Watts stated the current contract with Severn Trent for operation, maintenance and management services for water and wastewater treatment plant, collection and distribution systems and meter reading was signed on August 1, 2012, with the agreement term of August 1, 2012 through June 30, 2017.

Watts stated Staff is recommending a first amendment to the contract and changes to Appendix D (formula for adjusted annual fee for base fee) for budgetary purposes:

C – Change the Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region from the month of June to February

Co – Change the Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region from the month of June to February

CN – Change the total number of water/sewer connections from the month of June to April.

Discussion was held concerning Severn Trent's thoughts on the Amendment with it being stated it had been discussed with them and they signed off on it.

4. **Discussion** regarding Council Consideration of Legal Items where the City of Mustang's Interest is Nominal.

City Attorney Miller stated this item was placed on the Work Session agenda to discuss lawsuits the City was named in where the City has no interest and the suit is deemed nominal. He stated the last three law suits placed in Executive Session were suits just as this stating it may be possible to save time and make the process easier, by placing this type of lawsuit on the Consent Agenda. He stated if the Council had questions about a particular lawsuit, it could be pulled from the Consent Agenda and placed in Executive Session on the following meeting's agenda. **Miller** stated if the lawsuit was not deemed nominal, then it would be placed in Executive Session as it is now.

5. **Discussion** requested by Councilor Staples regarding Employee Recognition.

City Manager Rooney stated this item was placed on the Work Session agenda at the request of Councilor Staples at the January 20, 2015 meeting in response to comments made by Mr. John Karayianis to appreciate Fire and Police personnel. **Rooney** stated he felt it was important to remind the City Council what type of employee appreciation and/or recognition has occurred recently such as: (1) Employee Appreciation Week initiated in 2014; (2) the American Legion recognizing a Police Officer and Fire Officer of the Year award as well as this year, recognizing a Non-uniformed Employee of the Year award; (3) Longevity Awards; and (4) the annual Mayor's Award.

Councilwoman Staples stated Mr. Karayianis talks quite often about the problems around the country and world where citizens are fighting police or fighting government and she agreed with him, that it would be nice to do something to emphasize to the rest of the world that the City of Mustang does not have these issues and our City is not like that. She stated she appreciates all that is done for the employees, but if anyone has any additional suggestions, to let everyone know.

Discussion was held regarding citizens involvement in recognizing City employees with it being stated three merchants were part of the Employee Recognition Week with hopes of that expanding over time. It was stated it would be nice to bring more awareness through the newspapers as well.

Other discussion included other events held by private sectors such as neighborhood associations recognizing Police and Fire Officers and the annual National Night Out held at Town Center.

6. **Discussion** requested by Councilor Schweinberg regarding use of Staff Resources when responding to Requests for Information.

City Manager Rooney stated a memo was included in the packet providing the amount of information provided and staff time utilized when responding to information for requests, specifically as they relate to requests made by Mr. Don Mount. He stated the estimated Staff hours utilized in gathering information since the first of January were greater than 40 hours but less than 50 hours. **Rooney** also provided an expandable folder with copies of responses provided to Mr. Mount over the course of the last two months.

Councilman Schweinberg stated he requested at the last City Council meeting this item be placed on March's Work Session agenda stating since approximately the 2nd week of January, he had been receiving emails from Mr. Mount every 10-14 days. He stated several emails were in regards to the City's accounting process and since he was not an accountant, forwarded them to the City Manager and the Mayor. He stated the City Manager and the Finance Director have responded to all of his questions. **Schweinberg** then read the most recent letter from Mr. Mount which stated, among other things, that since he (Schweinberg) wasn't capable or qualified to answer the questions, then he should pay the City for the time spent in responding.

Schweinberg requested **City Attorney Miller** to research how to respond to these types of requests without violating the Open Records Law and give the Council tools to direct the City Manager regarding how the Council expects these to be handled. He requested this item be placed on the May 11, 2015 City Council Work Session agenda.

7. **Discussion** requested by Mayor Adams regarding Inter-Governmental Relations.

Mayor Adams handed out a diagram and legal description of land south of Mustang in Oklahoma City limits where one of the land owners and developer (the developer being Mr. Robert Crout) is interested in de-annexing from Oklahoma City and requesting Mustang to annex it. He stated discussions had been held with one of the Oklahoma City Councilmembers as well as the City Manager and both seemed receptive adding that it would be a long process.

Adams stated he would bring to Council, a Resolution of support which would be given to the City of Oklahoma City stating if they are interested in de-annexing this portion of land, the City of Mustang would entertain annexing it. He stated this would not be a bad idea for Mustang as Mustang is land-locked and this would annex land around the Highway 4 corridor.

Discussion was held concerning development plans still needing to be provided to the Planning Commission and Council for approval. It was stated Planning Commission and Council would still approve development plans as they do now, that this discussion was just in regards to annexing the land.

8. **Discussion** regarding Code of Ethics.

City Manager Rooney stated a Code of Ethics was provided for Council review in two previous Work Sessions with it being the understanding the Council did not have an adopted Code of Ethics. He stated since that time, it was discovered a Code of Ethics had been adopted by City Council on March 21, 2006, which states members of boards and commissions and newly elected and appointed officials shall "sign a statement affirming they read and understand the City of Mustang Code of Ethics". **Rooney** stated staff will begin including the Code of Ethics and the signature affirmation with all elected and appointed officials moving forward. He also stated the Code of Ethics states it shall be reviewed annually and updated as necessary; therefore, it will be included on the May 11, 2015 City Council Work Session agenda for review and discussion.

**MUSTANG CITY COUNCIL
MARCH 9, 2015
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D. ADJOURNMENT

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

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

NAY: None

The meeting was adjourned at **8:03 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
15-1556	01-B0130	CHRIS BOX	JUDGE APPEARANCE	3/2015	201503090797	400.00
15-1270	01-E1106	EST ENGINEERING	PLAN REVIEW FEES	3/2015	33875	742.50
15-1433	01-J0040	JGVE, INC.	BUILDING PLAN REVIEW	3/2015	15022506	2,625.00
DEPARTMENT TOTAL:						3,767.50
DEPARTMENT: 11 CITY MANAGER						
15-0113	01-06610	PREMIER SOURCE, LLC	HEALTH BENEFIT CONSULTING	3/2015	201503090807	2,083.25
15-0172	01-A0122	ALLIANCE MAINTENANCE, INC	CITY HALL JANITORIAL	3/2015	69022	880.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	9.00
15-0553	01-M0001	MUSTANG NEWS	PUBLICATIONS	3/2015	59254A	6.62
15-1544	01-M0001	MUSTANG NEWS	PUBLICATIONS	3/2015	59254	201.59
15-1564	01-M0001	MUSTANG NEWS	AD FOR CONCESSION WORKERS	3/2015	58163-002	60.00
15-0333	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	3/2015	10891	60.00
15-1563	01-M0234	MUSTANG TIMES	AD FOR CONCESSION	3/2015	TT10538	110.00
DEPARTMENT TOTAL:						3,410.46
DEPARTMENT: 12 LIBRARY						
15-0772	01-02560	MIDWEST TAPE	CHILDRENS AUDIOS & DVDS	3/2015	92556535	275.45
15-1098	01-02560	MIDWEST TAPE	NONPRINT MATERIALS	3/2015	92562668	66.82
15-0143	01-B1023	BAKER N TAYLOR	CHILDRENS BOOKS	3/2015	5013518361	58.70
15-0762	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	3/2015	5013506397	47.18
15-0866	01-B1023	BAKER N TAYLOR	BOOKS FOR CHILDREN & TEEN	3/2015	5013506399	173.83
15-1169	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	3/2015	5013506400	579.52
15-1474	01-B1023	BAKER N TAYLOR	CHILDRENS BOOKS	3/2015	5013516305	886.61
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	12.00
15-0599	01-D1140	ELIZABETH DUKE	FALL TUITION REIMBURSEMENT	3/2015	201503090802	344.00
15-0308	01-T0034	CENGAGE LEARNING, INC	LARGE PRINT BOOKS	3/2015	54544741	671.71
DEPARTMENT TOTAL:						3,115.82
DEPARTMENT: 13 PARKS AND RECREATION						
15-0338	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE RENTALS	3/2015	201503090796	87.00
15-1490	01-B1026	B&C APPAREL	SHIRTS FOR CONTEST	3/2015	28763	105.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	18.00
15-1446	01-E0026	EARLY CHILDHOOD ASSOCIATIONS	SPRING CONFERENCE	3/2015	5135704	256.50
15-0943	01-F0094	FUELMAN OF OKLAHOMA	FUEL FOR VEHICLES	3/2015	NP43730625A	399.16
15-1552	01-F1049	FORE WHEEL GOLF CARS	RENTAL OF GOLF CARTS	3/2015	12420	280.00
15-1569	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100817	27.97
15-1517	01-P0071	LISA POWERS	FACE PAINTING FOR EVENT	3/2015	201503090806	150.00
15-0158	01-R0158	RC SYSTEMS, INC	SOFTWARE AGREEMENT	3/2015	16294	4,650.00
15-1390	01-U0009	US FOOD SERVICE INC	EVENT FOOD & SUPPLIES	3/2015	2080682	2.98
15-1488	01-Y0040	YUKON TROPHY & AWARDS INC	TROPHIES FOR FREE THROW	3/2015	215232	42.00
DEPARTMENT TOTAL:						6,018.61

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
15-0338	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE RENTALS	3/2015	201503090796	230.00
15-0280	01-H0040	BILLY R HOWELL	PEST CONTROL	3/2015	201503110823	600.00
15-1548	01-O177	OK TAX COMM.	SALES TAX PAYABLE	3/2015	201503090790	21.87
15-1586	01-P0151	PITNEY BOWES	LEASE PAYMENT	3/2015	7227465MARCH15	452.73
15-0374	01-P1051	PITNEY BOWES	BULK POSTAGE	3/2015	201503090808	4,431.22
15-0171	01-S0173	STANDLEY SYSTEMS	ANNUAL COPIER LEASE	3/2015	424.19	2,348.60
15-1525	01-S0203	STORM SHELTER REFUNDS	STORM SHELTER REIMBURSEME	3/2015	201503090788	100,441.49
15-1500	01-S1002	STERLING J. BEECROFT	REPLACE EXTERIOR LIGHTING	3/2015	3868	697.00
DEPARTMENT TOTAL:						109,222.91
DEPARTMENT: 16 TRANSFERS						
15-1572	01-M0210	MUSTANG IMPROVEMENT	SALES TAX TRANSFER	3/2015	201503100821	389,976.00
15-1559	01-S0205	STREET IMPROVEMENT FUND	MONTHLY TRANSFER	3/2015	201503090795	26,000.00
DEPARTMENT TOTAL:						415,976.00
DEPARTMENT: 18 TOWN CENTER						
15-1511	01-A0110	ALL SEASON BUILDING SUPPLY,SUPPLIES/T.C.,BALL, EVENT		3/2015	19293	103.21
15-1060	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF TOWN CENTER	3/2015	69021	4,435.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATIEMPLOYEE ASSISTANCE		3/2015	201503090801	3.00
15-1293	01-E0065	INTERLINE BRANDS, INC	CLEANING SUPPLIES	3/2015	331054999	808.53
15-1512	01-K0033	KONE, INC	ELEVATOR REPAIRS	3/2015	151164035	508.25
DEPARTMENT TOTAL:						5,857.99
DEPARTMENT: 19 BALL COMPLEX						
15-1511	01-A0110	ALL SEASON BUILDING SUPPLY,SUPPLIES/T.C.,BALL, EVENT		3/2015	19384	183.49
15-1524	01-B1019	BEN E KEITH FOOD SERVICE	CONVECTION OVEN	3/2015	62650075A	499.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATIEMPLOYEE ASSISTANCE		3/2015	201503090801	3.00
15-0205	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	3/2015	NP43730625B	280.70
15-0438	01-W0061	HESSEL HOLDING COMPANY, LLC	FIELD MARKING PAINT	3/2015	1504125	206.50
15-1489	01-W0061	HESSEL HOLDING COMPANY, LLC	ANGLE GRINDER FOR COMPLEX	3/2015	1504599	324.05
DEPARTMENT TOTAL:						1,496.74

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	21.00
15-1540	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2015	201503090809	14.00
DEPARTMENT TOTAL:						35.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
15-1561	01-01130	SHARON HUTSON	MILEAGE REIMBURSEMENT	3/2015	201503090814	90.85
15-0997	01-02950	VERIZON WIRELESS	CELL PHONE BILLS	3/2015	974100441-	229.62
15-1132	01-C0020	CANADIAN COUNTY CLERK	FILING OF LIENS & ABATEME	3/2015	r401797	17.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	15.00
15-1036	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	3/2015	NP43730625	358.02
15-0068	01-M0001	MUSTANG NEWS	ZONING PUBLICATIONS	3/2015	55862-002	36.00
15-1550	01-M0001	MUSTANG NEWS	ADVERTISING FOR REZONING	3/2015	59379	160.83
15-1557	01-M0170	DAVID L. MORRIS	WATER PUMP, BELTS, BATTER	3/2015	02 2500HD	583.00
15-0380	01-O1075	OK UNIFORM BUILDING CODE CO	COLLECTION OF STATE FEES	3/2015	201503090805	336.00
DEPARTMENT TOTAL:						1,826.32
DEPARTMENT: 41 POLICE						
15-0031	01-02950	VERIZON WIRELESS	MOBILE DATA USAGE	3/2015	9741259717	737.06
15-1574	01-03110	COPS EQUIPMENT	SHIRTS FOR DISPATCHERS	3/2015	20142383	160.02
15-0037	01-04010	GREGORY TERMITE & PEST CONT	ANNUAL TERMITE RENEWAL	3/2015	201503090803	445.00
15-0153	01-A0039	A.S.C. INC.	AUTO PARTS	3/2015	020902	970.56
15-0044	01-A0122	ALLIANCE MAINTENANCE, INC	DEPARTMENT CLEANING	3/2015	69023	1,295.00
15-0041	01-B0151	AUTO PLACE INC.	VEHICLE REPAIRS	3/2015	5685	915.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	93.00
15-0033	01-D0090	DEPT OF PUBLIC SAFETY	OLETS USER FEES	3/2015	04-1506461	350.00
15-0047	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	3/2015	NP43730579	2,722.79
15-1533	01-F1001	FS PLUMBING & BACKFLOW, INC	CLOGGED FLOOR DRAIN /CELL	3/2015	7463	150.00
15-0025	01-I8871	INSTITUTE FOR THE PREVENTIO	TRAINING CLASS	3/2015	8683	375.00
15-0048	01-M0055	SANTIAGO BRENNANS MCDONALD	SPRISONER MEALS	3/2015	7003-130	479.52
15-0546	01-M0115	MTM RECOGNITION CORPORATION	BADGE, AWARDS & PIN ORDER	3/2015	5762101	108.00
15-0049	01-N0025	FIRST CHOICE COFFEE	COFFEE SERVICE	3/2015	102123	66.25
15-0032	01-O0179	OK DEPT OF LABOR	BOILER INSPECTIONS	3/2015	72941	50.00
15-0036	01-P0086	JIMANI VENTURES, INC.	OIL CHANGES	3/2015	225518	140.95
15-1305	01-T078	JOE COOPER FORD OF YUKON, L	REPAIR OF VEHICLE	3/2015	550799	887.44
DEPARTMENT TOTAL:						9,945.59

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42						
ANIMAL CONTROL						
15-1283	01-02950	VERIZON WIRELESS	CELL PHONE SERVICE	3/2015	9741004441	64.38
15-0029	01-03090	WILLIAM A AND LAURA L RIDLEACO	LAUNDRY SERVICE	3/2015	3537	343.17
15-1455	01-03410	LETTERING EXPRESS	DECAL & LETTERING/TRUCK	3/2015	35628	100.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	3.00
15-0047	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	3/2015	NP43730579	44.92
15-1352	01-M0182	MUSTANG COLLISION CENTER,	IACO TRUCK REPAIRS	3/2015	6632	1,872.20
15-1397	01-M0182	MUSTANG COLLISION CENTER,	IACO TRUCK REPAIRS	3/2015	6632A	741.82
15-1223	01-M0236	MUSTANG VETERINARY HOSP	MO. VETERINARIAN CHARGES	3/2015	201503100822	215.00
DEPARTMENT TOTAL:						3,384.49
DEPARTMENT: 51						
FIRE						
15-1382	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING MAINTENANCE	3/2015	20042	15.24
15-1354	01-C0065	CASCO INDUSTRIES, INC.	SMOKE GENERATION MACHINE	3/2015	151808	1,085.00
15-1471	01-C0065	CASCO INDUSTRIES, INC.	FOG SOLUTION FOR TRAINING	3/2015	152432	60.00
15-0111	01-C0085	A CHANCE TO CHANGE FOUNDATI	EMPLOYEE ASSISTANCE	3/2015	201503090801	54.00
15-0135	01-C0106	CINTAS CORPORATION	SHOP TOWELS, ETC	3/2015	6444994	67.96
15-1420	01-C1031	CUSTOM IDENTIFICATION PROD	PERSONAL ACC. TAGS	3/2015	274246	12.50
15-1260	01-F0094	FUELMAN OF OKLAHOMA	FUEL FOR VEHICLES	3/2015	NP43730624	895.36
15-1171	01-L0038	TOM LEWIS	EMT-A TRANSITION COURSE	3/2015	201503090804	107.50
15-1261	01-00025	O'REILLY AUTOMOTIVE, INC	VEHICLE REPAIR/MAINT.	3/2015	0309-431507	8.98
15-1379	01-00025	O'REILLY AUTOMOTIVE, INC	VEHICLE REPAIRS/MAINT	3/2015	0309-432587	8.14
15-1532	01-00025	O'REILLY AUTOMOTIVE, INC	BATTERY	3/2015	0309-431500	108.67
15-1569	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100817	978.07
15-1326	01-00061	BILL JUSTICE	BLS INSTRUCTOR (CPR)	3/2015	112	400.00
15-1510	01-00061	BILL JUSTICE	HEALTHCARE CARDS	3/2015	111	360.00
15-0965	01-S0088	SPECIAL OPS UNIFORMS, INC	UNIFORM SUPPLIES	3/2015	228973	16.00
DEPARTMENT TOTAL:						4,177.42
DEPARTMENT: 61						
STREETS						
15-1541	01-C0010	CADDO ELECTRIC CO-OP INC	ELECTRIC SERVICE	3/2015	201503090799	1,739.37
15-1568	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100815	63.61
15-1569	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100817	13,027.71
DEPARTMENT TOTAL:						14,830.69
FUND TOTAL:						583,065.54

3/12/2015 9:38 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 09 - 2012 GO BOND - BASEBALL

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
15-1345	01-U6482	ULTIMATE COMFORT	RESTROOM HVACS	3/2015	20170	5,975.00
DEPARTMENT TOTAL:						5,975.00
FUND TOTAL:						5,975.00

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PURCHASE ORDER CLAIM REGISTER

PAGE: 6

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
15-1345	01-U6482	ULTIMATE COMFORT	RESTROOM HVACS	3/2015	20170	5,975.00
DEPARTMENT TOTAL:						5,975.00
DEPARTMENT: 19 BALL COMPLEX						
15-1392	01-B1019	BEN E KEITH FOOD SERVICE	CONVECTION OVEN	3/2015	62650075	499.00
15-1443	01-B1019	BEN E KEITH FOOD SERVICE	TABLES FOR CONCESSIONS	3/2015	62660408	1,098.00
DEPARTMENT TOTAL:						1,597.00
FUND TOTAL:						7,572.00

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
15-1566	01-01920	MCMC, LLC	WORKERS COMP CLAIM	3/2015	201503090813	46.25
15-1567	01-M0240	HEALTHSMART BENEFIT SOLUTION	WORKERS COMP CLAIM	3/2015	201503090811	140.00
15-1565	01-01017	ORTHOPEDIC ASSOCIATES	WORKERS COMP CLAIM	3/2015	201503090812	281.35
DEPARTMENT TOTAL:						467.60
FUND TOTAL:						467.60
GRAND TOTAL:						1,347,625.64

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-4
2. **MEETING DATE:** March 17, 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 \$844.62 collection agency fees.
7. **FINANCIAL IMPACT:**
Inventory loss of \$844.62
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Desiree Webber, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for February 2015

	Acct #	Name - Responsible Party	City State Zip	Book Balance
1	0063337	ERMELING, KRISTANN SHAE	MUSTANG, OK 73064	\$111.97
2	0061909	GRIFFITH, TRINITY E	MUSTANG, OK 73064	\$125.89
3	0063566	KENDALL, ANGELA	MUSTANG, OK 73064	\$69.42
4	0059041	SEARS-FASKE, LISA A	MUSTANG, OK 73064	\$66.88
5	0040785	WALKER, CHRISTINE M	MUSTANG, OK 73064	\$108.81
			TOTAL FOR INDIVIDUALS	\$482.97
		Family Groups		
6	0063439	CORNETT, BRANDON J	YUKON, OK 73099	\$179.88
7	0063458	CORNETT, BRANDON J	YUKON, OK 73099	\$181.77
			FAMILY TOTAL	\$361.65
			OVERALL TOTAL	\$844.62

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: March 17, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 15-046 for a Budget Supplemental in the General Fund for the Fiscal Year 2014-2015.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Community Development Department received \$191 from Oklahoma Municipal Assurance Group (OMAG) due to 2003 Chevy Silverado alignment and towing charges.

A supplemental appropriation to increase the General Fund in the amount of \$191 to be appropriated in fiscal year 2015.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. ORDINANCE /RESOLUTION NO. 15-046

RESOLUTION NO. 15-046

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$191.

WHEREAS, the Community Development Department received insurance reimbursement monies due to 2003 Chevy Silverado 2500 VIN-7 alignment and towing charges;

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:

Insurance Reimbursement (01-45194)	\$191
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Expenditures:

Vehicle Repair/Maintenance (01-531-5621)	<u>\$191</u>
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Total	<u>\$191</u>
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This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **17th** day of **March 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-6
2. **MEETING DATE:** March 17, 2015
3. **TITLE:** Discussion, Consideration and Possible Action to Approve Resolution No. 15-047 for a Budget Supplemental in the General Fund for Fiscal Year 2014-2015.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**

The Parks and Recreation Department has been awarded the Walk With Ease grant. This grant was made possible in partnership with the National Association of Chronic Disease Directors (NACDD) and the Centers for Disease Control and Prevention (CDC). The purpose for the grant is to strengthen the quality of life within our community.

A supplemental appropriation to increase the General Fund in the amount of \$4,000 to be appropriated in fiscal year 2014-2015.
7. **FINANCIAL IMPACT:**
8. **STAFF COMMENTS:**
9. **STAFF SOURCE:** Jean Heasley, Assistant Parks & Recreation Director
10. **ORDINANCE /RESOLUTION NO.** 15-047

RESOLUTION NO. 15-047

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2014-2015 FISCAL YEAR BUDGET BY \$4,000.

WHEREAS, The Parks and Recreation Department has been awarded a Walk With Ease grant. This grant was made possible in partnership with the National Association of Chronic Disease Directors (NACDD) and the Centers for Disease Control and Prevention (CDC);

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Grants (01-45111)	\$4,000
Expenditures:	
Adult Program (01-513-5301)	<u>4,000</u>
Total	<u>\$ 4,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **17th** day of **March 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: March 17, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve First Amendment to the Operation, Maintenance, and Management Services Agreement Between Severn Trent Environmental Services, Inc. and the Mustang Improvement Authority.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The original agreement for operation, maintenance and management services for water and wastewater treatment plant, collection and distribution systems and meter reading between the Mustang Improvement Authority and Severn Trent Environmental Services, Inc. was approved April 3, 2001. The term was from April 3, 2001 to June 30, 2011. Four (4) extended contracts were approved; thereafter, to allow time to negotiate the renewal of the contract. The current contract was signed on August 1, 2012. The term of this agreement is for a period from August 1, 2012 and ending on June 30, 2017. Staff is recommending a first amendment to the contract and changes to Appendix D (formula for adjusted annual fee for base fee) for budgetary purposes:

C - Change the Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region from the month of June to February.

Co - Change the Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region from the month of June to February.

CN - Change the total number of water/sewer connections from the month of June to April.

ATTACHMENTS:

First Amendment
Appendix D

**FIRST AMENDMENT
TO THE OPERATION, MAINTENANCE AND MANAGEMENT SERVICES
AGREEMENT BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
AND MUSTANG IMPROVEMENT AUTHORITY**

THIS FIRST AMENDMENT TO THE OPERATION, MAINTENANCE AND MANAGEMENT SERVICES AGREEMENT BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC. AND MUSTANG IMPROVEMENT AUTHORITY (OK.) is made this ____ day of March 2015, by and between Severn Trent Environmental Services, Inc. (hereinafter "Contractor") and the Mustang Improvement Authority (hereinafter "Authority").

WHEREAS, the Contractor and the Authority entered into that certain Operation, Maintenance and Management Services Agreement (the "Agreement") dated August 1, 2012; and

WHEREAS, the Contractor and the Authority mutually agree to clarify the parties' respective obligations under the Agreement regarding the annual adjustment of Contractor's compensation.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Agreement as follows:

1. All capitalized items contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Section 5.1.4 (Adjustment to Annual Fee) is hereby amended and restated in its entirety to read as follows:

The Annual Fee shall be adjusted each year at least four (4) months prior to the next Contract Year. The Annual Fee for a succeeding Contract Year will be determined by the application of the procedures in *Appendix D, Annual Fee Adjustment Formula*. The Annual Maintenance and Repair Limit and the Annual Fee for Meter Reading Services shall increase or decrease by a percentage equal to the change in the Annual Fee. The next adjustment to the Annual Fee the Annual Maintenance and Repair Limit and the Annual Fee for Meter Reading Services shall occur four (4) months prior to the Contract Year beginning July 1, 2015.

3. Appendix D (Formula for Adjusted Annual Fee) is hereby amended and restated in its entirety as attached to this First Amendment.
4. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of

any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

WITNESS:

SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.

_____ By: _____

Name: _____

Title: _____

WITNESS:

MUSTANG IMPROVEMENT
AUTHORITY (An Oklahoma Public Trust)

_____ By: _____

Name: _____

Title: _____

WITNESS:

CITY OF MUSTANG, OK

_____ By: _____

Name: _____

Title: _____

APPENDIX D

FORMULA FOR ADJUSTED ANNUAL FEE FOR BASE FEE

$$\text{AAF} = \text{AFo} * [\text{C} / \text{Co}]$$

WHERE:

AAF = Adjusted Annual Fee

Afo = Current Annual Base (the Annual Fee, less the fee for dedicated water meter services and the Annual Maintenance and Repair Limit)

C = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the current Contract Year.

Co = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the prior year.

FORMULA FOR ADJUSTED ANNUAL FEE FOR ANNUAL MAINTENANCE AND REPAIR LIMIT

$$\text{AAF} = \text{AFo} * [\text{C} / \text{Co}]$$

WHERE:

AAF = Adjusted Annual Fee

Afo = Current Annual Maintenance and Repair Limit

C = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the current Contract Year.

Co = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the prior year.

FORMULA FOR ADJUSTED ANNUAL FEE FOR METER READING SERVICES

$$AAF = Afo * [C/Co + CN/CNo - 1]$$

WHERE:

AAF	=	Adjusted Annual Fee
Afo	=	Current Annual Fee for Meter Reading Services
C	=	Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the current Contract Year.
Co	=	Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the prior year.
CN	=	The total number of water/sewer connection as of April 1st of the current Contract Year.
CNo	=	7,300 connections

Annual Adjustment

Beginning on July 1, 2015, the Annual Fee shall be adjusted annually, such adjustment becoming effective on July 1st of each Contract Year during the term of this Agreement. The parties may negotiate each adjustment, but in the event that they are not able to mutually agree on an adjustment, the Annual Fee shall be adjusted according to the change in the adjustment formula above.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. G2a

2. MEETING DATE: MARCH 17, 2015

3. TITLE: APPOINTMENT OF ONE COMMISSIONER TO THE MUSTANG PLANNING COMMISSION

4. COUNCIL ACTION: Appoint One Commissioner to the Mustang Planning Commission

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: Karl Mengers has resigned from the Planning Commission. He has moved outside the city limits.

The opening has been advertised in the newspaper and on the city's website for approximately two months, and two applications have been received.

Darrell Johnson lives in Ward 3 and Jan Yakish lives in Ward 6. We already have a commissioner from Wards 3 and 6, but these are the only two applications received. The code allows us to appoint from any ward if no applications have been received from the unrepresented ward.

We already have two representatives from Ward 3, and only one from Ward 6, so staff recommends the appointment of Jan Yakish.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the appointment of Jan Yakish.

9. STAFF SOURCE: Melissa Helsel, Senior Planner

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

CITY OF MUSTANG
BOARD OR COMMITTEE RESUME

NAME: Jan Yakish

ADDRESS: 1359 E. Eagle Nest Lane

PHONE: 405 503 7742

EDUCATION: 2nd year in college ~ Child Psychology major.
minor in languages ~

Additional Subjects Studied: Health and Marketing

WORK EXPERIENCE: Management for Super Targets, Shoppers
Einstein's, & Panera's. I was hired to fix stores that were in the red.

AFFILIATIONS, HOBBIES, INTERESTS: Ambassador for Expeditions in Etiquette
Involved with Jr. The Board to raise money for St John's School.
Work, volunteer with Hot dog on wheels food for homeless, volunteer at Sister's feeding

REFERENCES: Brad and Kay Kincaid 405 745-7899 Sterve and Megan Allen 405 249 6065

I WOULD BE INTERESTED IN SERVING ON THE FOLLOWING BOARD (S) FOR THE CITY OF MUSTANG:

PLANNING COMMISSION X

BOARD OF ADJUSTMENT X

PERSONNEL BOARD

LIBRARY BOARD

CAPITAL IMP BOARD

ECONOMIC DEV AUTH

YOUTH ADVISORY COM

(For information concerning the functions of these boards, contact the City Manager's office)

I UNDERSTAND MY APPLICATION OR RESUME IS A MATTER OF PUBLIC RECORD AND SUCH INFORMATION AS SHOWN ON MY APPLICATION OR RESUME IS RELEASABLE TO THE GENERAL PUBLIC, ACCORDINGLY PURSUANT TO THE REQUEST BY THE MEDIA AND OTHER MEMBERS OF THE PUBLIC, SUCH INFORMATION WILL BE RELEASED UPON REQUEST.

DATE Jan 27'2015

SIGNATURE Jan E. Yakish

CITY OF MUSTANG
BOARD OR COMMITTEE RESUME

NAME: Darrell Johnson ADDRESS: 906 N. Kirk Way
PHONE: (405) 777-9477 Mustang, OK 73064

EDUCATION: I have attended Oklahoma State
University and Rose State College with a focus
on General Business.

Additional Subjects Studied: Commercial and residential real
estate development and lending. Construction and
improvements.

WORK EXPERIENCE: I have 17 years of Banking and
Credit Union experience with the majority being
in commercial and residential real estate lending.

AFFILIATIONS, HOBBIES, INTERESTS:

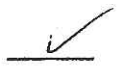
Greater Oklahoma City Chamber of Commerce,

REFERENCES: Mindy Thomas - (405) 308-6513

Lee Smith (405) 831-1424, Devin Phillips
(405) 503-3422

I WOULD BE INTERESTED IN SERVING ON THE FOLLOWING BOARD (S) FOR THE CITY OF MUSTANG:

PLANNING COMMISSION



BOARD OF ADJUSTMENT

☐

PERSONNEL BOARD

☐

LIBRARY BOARD

☐

CAPITAL IMP BOARD

☐

ECONOMIC DEV AUTH

☐

YOUTH ADVISORY COM

☐

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2/12/2015
DATE

[Signature]
SIGNATURE

Darrell Johnson

906 North Kirk Way | Mustang, Oklahoma 73064 | 405.777.9477 | darrell_johnson@icloud.com

Objective

To secure a position in the organization that offers challenge and opportunity for my career development and at the same time serve the organization to the best of my capabilities. I would also like to gain new skills while utilizing my past professional experience in a positive team environment.

Employment History

Business Loan Officer – Oklahoma Employees Credit Union **Oklahoma City, Oklahoma**

November 3, 2014 – Present

- ☐ Individually identified, cultivated, and expanded relationships with prospects using a direct mail strategy.
- ☐ Maintained a network of commercial real estate brokers and CPA's who provided referrals of new clients.
- ☐ Made lending decisions based on the financial stability and industry analysis of commercial clients.
- ☐ Provided financing for commercial real estate construction and purchases for local business owners and investors.
- ☐ Refined skills in developing, preparing, and presenting new loans to meet bank approval and audit stipulations.
- ☐ Used communication skills to prepare commitment letters and credit memorandums for new loan requests.
- ☐ Reviewed financial statements in the process of underwriting new and existing credits and making loan decisions.
- ☐ Became well versed in providing specialized financing to religious and non-profit organizations.
- ☐ Provided portfolio monitoring around existing loans in order to control and understand client past dues and defaults.
- ☐ Worked with commercial real estate while also having a focus on residential and commercial ground up construction.

Business Consultant – First Data Corporation **Oklahoma City, Oklahoma**

July 14, 2014 – October 31, 2014

- ☐ Partner and provide solutions to the entire First Fidelity Bank footprint using products available from First Data.
- ☐ Meeting with small to medium sized business owner's daily and uncovering pain points in order to offer solutions.
- ☐ Providing payment processing solutions based on customer need with Clover and a full line of FD systems.
- ☐ Discussing the current marketing strategy as well as future strategies with the business and providing solutions.
- ☐ Visiting with owners about their employee management strategies and the way they forecast their overhead cost.
- ☐ Gaining an understanding of how business owner manages their current inventory as well as purchase orders.
- ☐ Working directly with the First Fidelity Bank staff and management daily to increase referral opportunities.
- ☐ Maintaining a Solution Selling approach to match client need with products and services offered by First Data.
- ☐ Successful maintenance of all current First Data clients in my portfolio for retention and profitability purposes.

Regional Merchant Services Officer – Southwestern Oklahoma, BancFirst **Moore, Oklahoma**

May 6, 2013 – July 14, 2014

- ☐ Provided support in sales of Merchant Service products and services to ten different BancFirst communities.
- ☐ Met daily with business owners, managers, and CEO's in those communities and negotiated contract terms.
- ☐ Succeeded in meeting sales goals as a top performer in my peer group of Regional Merchant Service Officers.
- ☐ Maintained an average of seven Merchant Service Accounts per month with a processing average of \$1.5 million.
- ☐ Built relationships with BancFirst Presidents and their staff in each community to generate new sales leads.
- ☐ Consistently followed an organized business calling plan established for each community and its business owners.
- ☐ Reviewed competitor statements and financial information to understand and explain costs to the client.
- ☐ Worked directly with TransFirst as our Merchant Processing Company to process new merchant applications
- ☐ Determined equipment needs and compatibility requirements for new customers for onboarding purposes.

Assistant Vice President - Banking Center Manager, Bank of America

January 17, 2012 – May 3, 2013

Oklahoma City, Oklahoma

- ☐ Managed the closing responsibilities successfully for my office which was permanently closed on March 8, 2013.
- ☐ Expanded current relationships and developed new relationships using call lists and sales leads.
- ☐ Cultivated new relationships with consumer and small business customers utilizing banking services.
- ☐ Provided leadership in sales and operations to a staff of five to seven associates in a full service branch.
- ☐ Built relationships with sales partners by referring new mortgage and merchant service leads.
- ☐ Identified new financial planning clients and referred them to my financial planning partners.
- ☐ Mentored direct reports to improve their overall sales skills through coaching and demonstration.
- ☐ Managed the overall profitability of the banking center to meet and exceed profitability goals.
- ☐ Prepared and communicated performance evaluations and salary adjustments to staff members.
- ☐ Delivered disciplinary action and notice of termination to underperforming employees.

Vice President – Business Banker, First Citizens Bank

March 31, 2008 – January 17, 2012

Oklahoma City, Oklahoma

- ☐ Mined and called on local businesses with a primary focus on the professional community to sell banking services.
- ☐ Called on and met with an estimated twenty business owners per week in order to develop a new book of business.
- ☐ Individually identified, cultivated, and expanded relationships with prospects using a direct mail strategy.
- ☐ Maintained a network of commercial real estate brokers and CPA's who provided referrals of new clients.
- ☐ Cross sold new deposit and treasury management opportunities with each new loan opportunity.
- ☐ Made lending decisions based on the financial stability and industry analysis of commercial clients.
- ☐ Provided financing to commercial clients with lending needs of \$1.5 million dollars or less.
- ☐ Refined skills in developing, preparing, and presenting new loans to meet bank approval and audit stipulations.
- ☐ Built a commercial loan portfolio by achieving my \$750,000 per month lending goal over a period of four years.
- ☐ Used communication skills to prepare commitment letters and credit memorandums for new loan requests.
- ☐ Reviewed financial statements in the process of underwriting new and existing credits and making loan decisions.
- ☐ Became well versed in providing specialized financing to religious and non-profit organizations.
- ☐ Provided portfolio monitoring around existing loans in order to control and understand client past dues and defaults.
- ☐ Worked on several different construction projects including building modifications and ground up construction.
- ☐ Provided quick turnaround time during loan application process with a decision communicated within 48 hours.

Assistant Vice President – Business Banker, Chase Bank

October 22, 1997 – March 28, 2008

Oklahoma City, Oklahoma

- ☐ Top sales performer as both a Business Banker and Personal Banker during my tenure with Chase
- ☐ Increased my client base by adding 15 new prospects to my portfolio each month through referrals and prospecting.
- ☐ Managed an affluent bank and investment portfolio of approximately 3,500 accounts.
- ☐ Sold a minimum of four new merchant service accounts per month through Chase Paymentech.
- ☐ Obtained my Series 6, Series 63, and Oklahoma Insurance License through self-study.
- ☐ Responsible for branch operations and audit compliance during 4 years of my tenure.
- ☐ Gained sales management experience my managing a sales team of 12 associates.
- ☐ Traveled to various Chase markets to serve as an expert during core system conversions.
- ☐ Prepared and communicated written performance reports and salary adjustments to direct reports.
- ☐ Averaged monthly a total of \$650,000 in small business lending every month as a Business Banker.
- ☐ Sourced new Treasury Management clients utilizing the products made available to me at Chase.

Personal and professional references are available upon request.

Community Involvement

Ambassador, Greater Oklahoma City Chamber of Commerce
Oklahoma City, Oklahoma

February 8, 2006 – January 17, 2012

- ☐ Attended grand opening ceremonies for new chamber members.
- ☐ Participated in the annual Total Resource Development Campaign.
- ☐ Attended social gatherings in order to participate in networking activities.

Head Football Coach, Mustang Optimist Club
Mustang, Oklahoma

August 25, 2010 – December 5, 2010

- ☐ Coached a total of 22 six and seven year old players in the game of American football.
- ☐ Organized fundraising for the team and raised enough to supply the team with a year-end celebration.
- ☐ Communicated with parents and guardians around practice times, game times, and team information.
- ☐ Helped organize the purchase of equipment and game jerseys for each child on the team.
- ☐ Provided guidance to four additional assistant coaches around our strategy, team vision, and goals.

Head Baseball Coach, Mustang Optimist Club
Mustang, Oklahoma

April 11, 2008 – May 15, 2010

- ☐ Organized fundraising for the team each season to supply trophies and a party for each player.
- ☐ Coached a team of twelve players throughout my tenure as coach.
- ☐ Organized the purchase of equipment and game jerseys for each child on the team.
- ☐ Provided guidance to three additional assistant coaches around our strategy team vision, and goals.
- ☐ Communicated with parents and guardians around practice times, game times, and team information.

Education

Business Management, Oklahoma State University
Oklahoma City, Oklahoma

August 25, 2003 – May 18, 2005

- ☐ Studied within the Business Degree Program at Oklahoma State University in Oklahoma City, Oklahoma.

Criminal Justice, Rose State College
Midwest City, Oklahoma

August 22, 1997 – May 15, 1998

- ☐ Studied within the Criminal Justice Program at Rose State College in Midwest City, Oklahoma.

Social Media

LinkedIn.Com

- ☐ <https://www.linkedin.com/in/businesslender>

Twitter

- ☐ https://www.twitter.com/business_lender

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-1

2. MEETING DATE: March 17, 2015

3. TITLE: Acceptance of bids for project titled 59th Street Bridge Waterline Relocation

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: In 2014 the City of Mustang was notified by Oklahoma City that they would be constructing a new bridge on 59th Street between Czech Hall Road and Clear Springs. In the planning stages Oklahoma City notified us that a current waterline would need to be relocated as the new bridge will be constructed for future four lane road. The City of Mustang asked Oklahoma City if it was possible to design around the water line and the engineer for Oklahoma City stated that they could not.

Staff employed Cowan Group to write specifications for the project and the water line relocation was put out for public bid. Bids were opened on March 12, 2015 at 10am in the council chambers. The City of Mustang received four bids which are listed below.

Davenport Construction - \$75,876.00

Trent Construction - \$65,350.00

Utili-Link, Inc. - \$112,000.00

RDM Construction - \$39,900.00

7. FINANCIAL IMPACT:

8. STAFF'S COMMENTS: Staff recommends acceptance of qualified bids

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-2

2. MEETING DATE: March 17, 2015

3. TITLE: Awarding of bid for project titled 59th Street Bridge Waterline Relocation

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. **BACKGROUND:** In 2014 the City of Mustang was notified by Oklahoma City that they would be constructing a new bridge on 59th Street between Czech Hall Road and Clear Springs. In the planning stages Oklahoma City notified us that a current waterline would need to be relocated as the new bridge will be constructed for future four lane road. The City of Mustang asked Oklahoma City if it was possible to design around the water line and the engineer for Oklahoma City stated that they could not.

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Trent Construction - \$65,350.00

Utili-Link, Inc. - \$112,000.00

RDM Construction - \$39,900.00

7. **FINANCIAL IMPACT:**

8. **STAFF'S COMMENTS:** Staff recommends awarding of bid to lowest qualified bidder. The 59th Street Waterline Relocation Project will be funded by the MIA Reserve Fund utilizing the capital improvement fee charged to each utility account. All amounts collected must be applied to water and wastewater maintenance and construction per Ordinance No. 1106.

9. **STAFF SOURCE:** Justin Battles, Assistant City Manager



March 12, 2015

Tim Rooney, City Manager
Mustang Improvement Authority
1501 N. Mustang Road
Mustang, OK 73064

Reference: 59th Street Bridge Waterline Relocation
Bid Number: MUS-WT14-001

Dear Mr. Rooney:

Pursuant to the bid opening held on March 12, 2015, attached please find the bid tabulation for the subject project. The bid consisted of four (4) responsive bidders. Three of the four bids were determined to be arithmetically correct. The incorrect bid did not affect the determination of the low bidder.

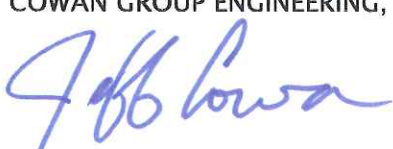
The apparent low bidder of \$39,900 for the subject project is RDM Construction, Inc. Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is accurate and concise.

After careful review and consideration, Cowan Group Engineering recommends Mustang Improvement Authority award the subject contract to the low bidder, RDM Construction, Inc. at \$39,900. The second low bid was Trent Construction LLC at \$65,350.

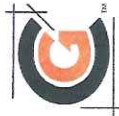
Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

For 
Rebecca Poole, P.E.
Project Manager

Xc: file

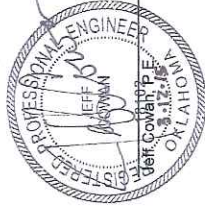


COWAN GROUP ENGINEERING, LLC
437 W. WILSHIRE, SUITE A
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F

Mustang Improvement Authority
59th St. Bridge Waterline Relocation
BID NO. MUS-WT14-001
DATE March 12, 2015



I do solemnly swear that the below amount is correct,
reasonable and just.



BASE BID

ITEM NUMBER	DESCRIPTION	QTY	UNIT	DAVENPORT CONSTRUCTION	TRENT CONSTRUCTION	UTILL-LINK, INC	RDM CONSTRUCTION
BID: MSUT-WT14-001							
1	MOBILIZATION	1	LSUM	\$ 1,600.00	\$ 1,000.00	\$ 10,000.00	\$ 1,930.00
2	12" HDPE SDR11 (DIRECTIONAL DRILL)	242	LF	\$ 268.00	\$ 225.00	\$ 54,450.00	\$ 110.00
3	12" 45° BEND WITH MEGALUGS	4	EA	\$ 880.00	\$ 600.00	\$ 2,400.00	\$ 1,350.00
4	CONNECTION TO EXISTING 12 INCH WATERLINE	2	EA	\$ 2,250.00	\$ 3,000.00	\$ 5,000.00	\$ 1,800.00
5	DISINFECTION AND PRESSURE TESTING	1	LSUM	\$ 800.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00
6	EROSION CONTROL	1	LSUM	\$ 600.00	\$ 500.00	\$ 7,500.00	\$ 1,350.00
BASE BID TOTAL				\$ 75,876.00	\$ 65,350.00	\$ 111,998.92	\$ 39,900.00

Low Bidder

Bid contains arithmetic errors, but does not affect the determination of the Low Bid

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-3

2. MEETING DATE: March 17, 2015

3. TITLE: Acceptance regarding the purchase of a new tractor and flail mower for right of way and park maintenance

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: Currently the City of Mustang owns a 1997 Ford Tractor and an Alamo flail mower that are used to mow right of ways and large park areas. The tractor & flail mower continually have issues and are placed out of service for repair more often than it is in service. Silver Star has done an excellent job maintaining and repairing equipment but the tractor and mower have simply worn out. When weighing the cost benefits trying to make the mower last one more summer or replacing it in the current fiscal year staff has determined that replacement would be the best option.

Staff is looking at replacing the old mower with a new John Deere 5100E tractor and a triple flail mower. Working off of state contract SW196 staff has determined that a new tractor and flail mower will run the City of Mustang a total of \$98,689.36. The Limited Purpose (Capital) Fund has a healthy reserve fund balance for the City Manager to transfer funding for this purpose.

7. FINANCIAL IMPACT: \$98,689.36

8. STAFF'S COMMENTS: Staff recommends purchase of tractor and flail mower

9. STAFF SOURCE: Justin Battles, Assistant City Manager

01 JANUARY 2015

Ph: 800-843-6849 EXT 3
orders@tigmowers.com

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Contract Price
Add tractor on next line when required						
1	JD 5100E 4WD 12X12 PWR REV TRANS			60250	12%	\$ 53,020.00
How to Size a Triple Flail Unit						
	T3F - 216SDC	Order the following Heads - 63"/90"/63"				
1	T3F - 240SDC	Order the following Heads - 75"/90"/75"				
HOW TO ORDER: You must select one item from Section 1, 2 & 3 for a complete Flail Mower.						
SECTION 1 - Choose a Base Unit						
1	T3F-SDB	Flail Mower - 90" Rear Flail (STANDARD CUT)	1390	\$ 26,069	12%	\$ 22,940.72
	T3F-SDBG	Flail Mower - 90" Rear Flail (SMOOTH CUT)	1390	\$ 25,889	12%	\$ -
INCLUDES: Rear Flail - 90", Hydraulic Combo Lift & Tilt Draft Beam, Tractor Mount Kit, Multi-Valve Cable Control system, Mower Hydraulic Drive System, Mower Hydraulic Cooling System, Front & Rear Guards, Travel Safety Lock						
SECTION 2 - Choose a Right Side Cutter Head						
	TSF-63RSD	Flail, RH Side, 63" Cutter Head, STANDARD CUT	790	\$ 9,043	12%	\$ -
	TSF-63RSDG	Flail, RH Side, 63" Cutter Head, SMOOTH CUT	790	\$ 9,100	12%	\$ -
1	TSF-75RSD	Flail, RH Side, 75" Cutter Head, STANDARD CUT	871	\$ 9,275	12%	\$ 8,162.00
	TSF-75RSDG	Flail, RH Side, 75" Cutter Head, SMOOTH CUT	871	\$ 9,332	12%	\$ -
SECTION 3 - Choose a Left Side Cutter Head						
	TSF-63LSD	Flail, LH Side, 63" Cutter Head, STANDARD CUT	790	\$ 9,043	12%	\$ -
	TSF-63LSDG	Flail, LH Side, 63" Cutter Head, SMOOTH CUT	790	\$ 9,100	12%	\$ -
1	TSF-75LSD	Flail, LH Side, 75" Cutter Head, STANDARD CUT	871	\$ 9,275	12%	\$ 8,162.00
	TSF-75LSDG	Flail, LH Side, 75" Cutter Head, SMOOTH CUT	871	\$ 9,332	12%	\$ -
SECTION 4 - Installation Charge						
1	Factory Mnt	Installation of complete mower system at factory		\$ 6,953	12%	\$ 6,118.64
	Field Mnt	Installation of complete mower system by Dealer		\$ 7,000	12%	\$ -
SECTION 5 - TRIPLE FLAIL MOWER OPTIONS						
	E-KIT	Egress Kit, Triple Flail	150	\$ 3,348	12%	\$ -
	06200085	Adaptor Kit for 45 degree shield application	12	\$ 54	12%	\$ -
	06200129	Deflector Shield 63" SDC	28	\$ 201	12%	\$ -
	06200220	Deflector Shield 75" SDC	36	\$ 250	12%	\$ -
	06200219	Deflector Shield 90" SDC	42	\$ 288	12%	\$ -
	06744029	TSF-63SD Flail Parts Kit (knives,bolts,nuts,clevis,belts) STANDARD CUT	37	\$ 330	12%	\$ -
	06744030	TSF-63SDG Flail Parts Kit (knives,bolts,nuts,clevis,belts) SMOOTH CUT	25	\$ 361	12%	\$ -
	06744031	TSF-75SD Flail Parts Kit (knives,bolts,nuts,clevis,belts) STANDARD CUT	47	\$ 391	12%	\$ -
	06744032	TSF-75SDG Flail Parts Kit (knives,bolts,nuts,clevis,belts) SMOOTH CUT	35	\$ 433	12%	\$ -
	06744033	RF-75SD Flail Parts Kit (knives,bolts,nuts,clevis,belts) STANDARD CUT	42	\$ 397	12%	\$ -
	06744034	RF-75SDG Flail Parts Kit (knives,bolts,nuts,clevis,belts) SMOOTH CUT	35	\$ 438	12%	\$ -
	06744035	RF-90SD Flail Parts Kit (knives,bolts,nuts,clevis,belts) STANDARD CUT	50	\$ 464	12%	\$ -
	06744036	RF-90SDG Flail Parts Kit (knives,bolts,nuts,clevis,belts) SMOOTH CUT	42	\$ 514	12%	\$ -
	06200210	Paint, non-standard		\$ 1,828	12%	\$ -
ADDITIONAL OPTIONS FROM PRICE LIST						
1	AM/FM/CD RADIO			325	12%	\$ 286.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Totals						\$ 98,689.36

TRACTOR INFORMATION REQUIRED:		Transmission	12X12
Make/Model:	JD 5100E	Cab Type	STD
Tire size	11.2X24	2WD or MFWD	4WD
	16.9X30		
	Front		
	Rear		

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-4

2. MEETING DATE: March 17, 2015

3. TITLE: Approval of Municipal Lease/Purchase Agreement with RCB Bank for a three (3) year lease/purchase agreement for one (1) police vehicle.

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 annual lease/purchase payment for four police vehicles including necessary emergency equipment and installation. This is the fourth and final vehicle being submitted for a Municipal Lease/Purchase Agreement this fiscal year. The addition of this one vehicle will keep the total Municipal Lease/Purchase Agreement annual payment below the \$67,000.00 budgeted for this fiscal year.

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 & around the City of Mustang were surveyed and it was determined that if they did have a Municipal Lease/Purchase Agreement, the rate was higher than that offered by RCB Bank.

Attached for your information and review, is a Municipal Lease/Purchase Agreement in the amount of \$39,902.16 that upon approval by the City Council, would allow for the lease/purchase of one (1) 2015 Dodge RAM Pickup with Special Service Package, plus added necessary emergency equipment and installation. The base vehicle and option pricing is in compliance with current Oklahoma State Vehicle Purchasing Contract SW50035.

Staff recommends approval of this agreement.

7. FINANCIAL IMPACT: \$13,328.82 fiscal year 2015; remaining two fiscal years \$13,286.67 each fiscal year ending in 2017. (\$39,902.16 total lease payments including fees)

8. STAFF'S COMMENTS: Recommendation of Approval

9. STAFF SOURCE Chuck Foley, Chief of Police

10. ORDINANCE / RESOLUTION NO. N/A

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

LEASE #2447795

THIS AGREEMENT IS MADE ON THIS 10th DAY OF MARCH 17, 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>
Dodge	2015 Ram PU	VIN # 1C6RR7XT8FS612411	1		\$ 29,693.86

Equipment package Exhibit "G" from Stolz Telecom quote # 4485

\$ 9,200.51

Plus Attorney review fee of \$175.00 and title fee of \$25.00

\$ 200.00

Total Lease Purchase price to include equipment from Exhibit "G" and fees

\$39,094.37

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 \$200.00.

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 AFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE. SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH, THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY 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

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 March 15, 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 a validly 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: March 17, 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 March 17, 2015 between RCB Bank as Lessor and City of Mustang, Oklahoma as Lessee

RESOLUTION NO. 15-048

RESOLUTION OF GOVERNING BODY

WHEREAS, at a duly called meeting of the governing body of the City of Mustang (the "Lessee") held on March 17, 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 one (1) Police unit, a Dodge Ram 1500 Pickup (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 number 85619 dated 03/11/2015; and the Equipment will be used by Lessee for the purpose of:

City of Mustang Police Department Patrol Unit

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 as presently enacted and construed or as hereafter amended.

Resolution No. 15-048
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 17th day of March, 2015.

Jay Adams
Mayor

Attest:

Lisa Martin
City Clerk

EXHIBIT "D" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT
Dated: March 17, 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 2014/2015 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 March 17, 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: _____, 2015

Equipment Description: 2015 Dodge Ram 1500 pickup

By: _____

Title: _____

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

Dated: March 17, 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. | ☒ | ☐ |
| 2. Does it replace equipment that performed this (these) same function(s)? | ☒ | ☐ |
| 3. Was this equipment chosen through competitive bidding? | ☒ | ☐ |
| 4. Which internal fund will be used to make the lease payments? | <u>Fund 39, Limited Purpose</u>
<u>Capital Fund 39-541-5973</u> | |

BY: _____

ATTEST: _____

CITY OF MUSTANG

Compound Period : Annual

Nominal Annual Rate : 1.600 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	03/17/2015	38,894.37	1		
2 Attorney Opinion	03/17/2015	175.00	1		
3 Title Fee	03/17/2015	25.00	1		
4 Lease Payment	06/30/2015	13,328.82	1		
5 Lease Payment	06/30/2016	13,284.92	2	Annual	06/30/2017

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease	Attorney Opinion	Title Fee	Lease Payment	Interest	Principal	Balance
Lease	03/17/2015	38,894.37						38,894.37
Attorney Opinion	03/17/2015		175.00			0.00	0.00	39,069.37
Title Fee	03/17/2015			25.00		0.00	0.00	39,094.37
1	06/30/2015				13,328.82	179.94	13,148.88	25,945.49
2015 Totals		38,894.37	175.00	25.00	13,328.82	179.94	13,148.88	
2	06/30/2016				13,284.92	415.13	12,869.79	13,075.70
2016 Totals		0.00	0.00	0.00	13,284.92	415.13	12,869.79	
3	06/30/2017				13,284.92	209.22	13,075.70	0.00
2017 Totals		0.00	0.00	0.00	13,284.92	209.22	13,075.70	
Grand Totals		38,894.37	175.00	25.00	39,898.66	804.29	39,094.37	

John Vance Motors, Inc

Fleet & Government Sales Division

PO Box 400 Guthrie, OK 73044

405-282-2113 Fax: 405-260-3010

Insuring Your Satisfaction Insures our Success!



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 3/11/2015

Invoice Number: 85619

PO # BANK

Stock FS612411

VIN # 1C6RR7XT8FS612411

Mileage 25 UNIT

Questions? Please call

Cameron Colter 012523

	Part #	Description	Price	
	SW035	OKLAHOMA STATE CONTRACT		
1	1000009315-DS1L98	2015 RAM 1500 CREW CAB	\$23,488.86	\$23,488.86
1	1000009315-SSV	SSV OPTION PACKAGE	(\$1,475.00)	(\$1,475.00)
1	1000009315-4wd	Four Wheel Drive with Skid Plates	\$2,998.00	\$2,998.00
1	1000009315-EZH-DG1	Engine: 5.7L V8 HEMI w/ 6 SPD AUTO	\$0.00	\$0.00
1	1000009315-DSA	Anti-Spin Differential Rear Axle	\$295.00	\$295.00
1	1000009315-TXN	Tires: LT265/70R17E OWL On/Off Road	\$240.00	\$240.00
1	1000009315-AED	Exterior Appearance Group	\$475.00	\$475.00
1	1000009315-WFE	Wheels: 17" Aluminum w/ Chrome Pkg	\$0.00	\$0.00
1	1000009315-AJB	Remote Start & Security Group	\$350.00	\$350.00
2	1000009315-KEY	Extra Key & Fob	\$248.00	\$496.00
1	1000009315-ADB	Tow Hooks	\$80.00	\$80.00
1	1000009315-AJY	Popular Equipment Group	\$0.00	\$0.00
1	1000009315-CKE	Carpet Floor Covering	\$50.00	\$50.00
1	1000009315-XAC	ParkView Rear Back-Up Camera	\$332.50	\$332.50
1	1000009315-XM9-	Spray in Bed Liner	\$356.25	\$356.25
1	1000009315-XF8-	Trailer Hitch and Wiring	\$150.00	\$150.00
1	1000009315-RA2	Radio: Uconnect 5.0 AM/FM/BT	\$627.00	\$627.00
1	1000009315-GXM	Remote Keyless Entry w/All-Secure	\$0.00	\$0.00
1	1000009315-PAR	Maximum Steel Metallic Clearcoat	\$0.00	\$0.00
1	1000009315-V9X8	Diesel Gray/Black, Cloth 40/20/40	\$0.00	\$0.00
1	1000009315-ARE	ARE Fiberglass Bed Cover (painted to match)	\$1,230.25	\$1,230.25

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

Accepted By: _____

Printed Name: _____ Title: _____

Terms:

- 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.
- 5) ALL VEHICLES MUST BE TITLED WITHIN 60 DAYS. REPLACEMENT FOR LOST TITLEWORK WILL BE CHARGE \$100 PER VEHICLE AFTER 60 DAYS.

Sub-Total \$29,693.86

Total \$29,693.86

Dealer Authorization: _____

Place Motor
Vehicle Tax
Stamp Here

Notary Seal

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, John Vance Motors, Inc state that the odometer now

reads 25 (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 RAM

MODEL 1500 BODY _____

VEHICLE IDENTIFICATION NUMBER 1C6RR7XT8FS612411

YEAR 2015

TRANSFERORS NAME John Vance Motors, Inc

TRANSFERORS ADDRESS PO Box 400

CITY Guthrie STATE OK ZIP 73044

TRANSFERORS NAME X
3/11/2015

DATE OF STATEMENT City of Mustang

TRANSFEREES NAME 650 E. State

TRANSFEREE'S ADDRESS Mustang STATE OK ZIP 73064

CITY _____ STATE _____ ZIP _____

TRANSFEREE'S NAME X



Exhibit "G"

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

Quote 4485

Issue Date: 2014-10-29 Estimated Ship Date: 2014-11-28

Quote To
City of Mustang

1501 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
		Purchase and installation of emergency equipment for one 2015 Dodge Ram 1500. Line 40 - Contract WSCA 02702		
1	1 Each	IX42UFZ : Dodge 1500 2014, Ten 3-LED Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs	609.00 Each	\$609.00
2	1 Each	295SLSA6 : 295SLSA6 SIREN/CONTROL CENTER	394.80 Each	\$394.80
3	4 Each	VTX609C : VERTEX SUPER-LED LIGHT WHITE	79.20 Each	\$316.80
4	1 Each	SA315P : SA315P SPEAKER BLACK PLASTIC	192.60 Each	\$192.60
5	1 Each	SAK-47: Siren Mount Bracket Pass Side Dodge Ram 1500	22.20 Each	\$22.20
6	1 Each	TADF8 : 8-LT 500 SERIES DUO COLOR T/A	1053.00 Each	\$1,053.00
7	2 Each	IONR : ION LIGHT RED	105.60 Each	\$211.20
8	2 Each	IONC : ION LIGHT WHITE	105.60 Each	\$211.20
9	2 Each	LINSV2R: V Series Combo 180 degree/Puddle Under Mirror RED	144.00 Each	\$288.00
10	1 Each	LSVBKT 00: SV2 Mount Bracket Under Mirror Pair	14.40 Each	\$14.40
11	1 Each	PSR00FCR : STRIP LED FLASHER REDCLR.LENS	76.20 Each	\$76.20
12	1 Each	PSC0CDCR : 18 LED STRIP LIGHT COMPARTMENT	81.00 Each	\$81.00
13	2 Each	PSBKT451 : SINGLE 45 DEG MT KIT STRIP LT	13.50 Each	\$27.00
14	1 Each	DBKT4 : "L" Angle Mounting Bracket Kit, Customer Installed	14.10 Each	\$14.10



Exhibit 'G'

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

Quote 4485

Ln #	Quantity	Description	Unit Price	Total
15	1 Each	IONBKT1 : Optional Universal License Plate Bracket for 2 ION Lightheads Horizontal Mount	18.90 Each	\$18.90
16	1 Each	SSFPOS : SOLID STATE HEADLIGHT FLASHER	46.80 Each	\$46.80
17	1 Each	C-1810 : 18 ENCLOSED 10 HIGH CONSOLE	288.12 Each	\$288.12
18	1 Each	C-TMW-RAM-01: Console Tunnel Mount Plate, Dodge Ram 1500	106.68 Each	\$106.68
19	1 Each	C-B66: Tunnel Plate Mount Bracket Kit (center seat brkts not with SSV 1500)	41.58 Each	\$41.58
20	1 Each	C-LP-3 : 3 Lighter plug outlets	36.96 Each	\$36.96
21	1 Each	C-CUP2-I : Internal cup holders	35.28 Each	\$35.28
22	1 Each	C-ARM-102 : Side mount armrest	57.96 Each	\$57.96
23	3 Each	C-MCB : Mic clip bracket	11.76 Each	\$35.28
24	1 Each	CG-X : Chargeguard-select	79.20 Each	\$79.20
25	1 Each	PK0120DRT09SCA: 10VS Flat Panel, Uncoated Poly Carb Sliding Window	584.10 Each	\$584.10
26	1 Each	410-9040: F-150 5.5' Bed Slide Light Duty	867.00 Each	\$867.00
27	1 Each	410-9060: Bed Slide Plank Kit	349.00 Each	\$349.00
28	1 Each	NMOPFP195C : 3/4 Brass Mt 195TNC	28.84 Each	\$28.84
29	1 Each	BMLPVMB/LTE : *LTE Ant 698-2170 MHz	38.36 Each	\$38.36
30	1 Each	RFT-1202-2 : TNC Male Crimp-RG58141	2.10 Each	\$2.10
31	1 Each	RFU-505 : UHF Male CrimpRG58LMR200	1.89 Each	\$1.89
32	1 Each	MAXMFT : 118-940 MHz 1/4 wave Ant.	14.20 Each	\$14.20
33	1 Each	MAX7603S : 760-870 3 dB Ant w/Spring	24.95 Each	\$24.95
34	2 Each	NMO58U-NC : 3/4 Brass Mount/ No Conn	12.68 Each	\$25.36
35	1 Each	15600-0811 : ATO / ATC FUSE BLOCK 8 GANG WITH GROUND TERMINAL	12.91 Each	\$12.91
36	1 Each	285080F-121-F: 80 Amp Resettable Circuit Breaker	35.35 Each	\$35.35
37	3 Each	MISC40 : Miscellaneous Materials	40.00 Each	\$120.00
38	42 Hour	ST UTEL : Upfit Technician Estimated Labor	65.00 Hour	\$2,730.00

Subtotal: \$9,092.32
Tax: \$0.00
UPS GROUND - Shipping: \$108.19
Total: \$9,200.51

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 **03/03/15** MIA Minutes
- *2. Claims List for **FY '15**
- *3. Approval of **First Amendment** to the Operation, Maintenance, and Management Services Agreement between Severn Trent Environmental Services, Inc. and the Mustang Improvement Authority.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project titled 59th Street Bridge Waterline Relocation.
- *2. **Discussion, Consideration and Possible Action** regarding Awarding of Bid for Project titled 59th Street Bridge Waterline Relocation.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
MARCH 3, 2015**

The Mustang Improvement Authority met in regular session on Tuesday, March 3, 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 Friday, February 27, 2015, at 11:30 a.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 **7:15 p.m.**

B. ROLL CALL

Trustees Present: Taylor
Staples
Bowers
Jones
Hagan
Schweinberg
Adams

Trustees Absent: None

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **02/17/15** 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 Taylor**, seconded by **Trustee Schweinberg**, to approve Items D-1 thru D-3 of the Consent Agenda.

AYE: Taylor, 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 **Trustee Taylor** and seconded by **Trustee Schweinberg** to adjourn.

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

NAY: None

Meeting was adjourned at **7:16 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
15-1125	01-B0024	BANCFIRST	2014 A BOND PAYMENT	3/2015	201503090793	183,646.25
15-1526	01-B0024	BANCFIRST	2009 BOND PAYMENT	4/2015	201503090794	21,939.67
15-1571	01-B0120	BOND FUND	4TH PENNY TRANSFER	3/2015	201503100819	11,341.75
15-0009	01-G0030	GENERAL FUND	OPERATING TRANSFER	3/2015	201503090791	230,000.00
15-1570	01-L0045	LIMITED PURPOSE FUND	3RD PENNY TRANSFER	3/2015	201503100820	77,735.69
15-1094	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEE TO MIA	3/2015	201503090792	29,359.80
15-1540	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2015	201503090810	10.83
15-1554	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEE TRANSFER	3/2015	201503090789	13,000.00
DEPARTMENT TOTAL:						567,033.99
DEPARTMENT: 72 WATER						
15-1578	01-C0135	CITY OF OKC UTILITIES	WATER PURCHASE	3/2015	201503110824	25,135.50
15-1569	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100818	16,555.02
15-1585	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503120825	139.52
15-0395	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	3/2015	0315-OP-130921	90,274.90
DEPARTMENT TOTAL:						132,104.94
DEPARTMENT: 75 SEWER						
15-1541	01-C0010	CADDO ELECTRIC CO-OP INC	ELECTRIC SERVICE	3/2015	201503090800	318.00
15-1568	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100816	35.89
15-1569	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2015	201503100818	273.05
15-0395	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	3/2015	0315-OP-130921-	50,779.63
DEPARTMENT TOTAL:						51,406.57
FUND TOTAL:						750,545.50

MUSTANG IMPROVEMENT AUTHORITY

AGENDA ITEM COMMENTARY

1. **ITEM NO.** D-3

2. **MEETING DATE:** March 17, 2015

3. **TITLE:**

Discussion, Consideration and Possible Action to Approve First Amendment to the Operation, Maintenance, and Management Services Agreement Between Severn Trent Environmental Services, Inc. and the Mustang Improvement Authority.

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

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

6. **BACKGROUND:**

The original agreement for operation, maintenance and management services for water and wastewater treatment plant, collection and distribution systems and meter reading between the Mustang Improvement Authority and Severn Trent Environmental Services, Inc. was approved April 3, 2001. The term was from April 3, 2001 to June 30, 2011. Four (4) extended contracts were approved; thereafter, to allow time to negotiate the renewal of the contract. The current contract was signed on August 1, 2012. The term of this agreement is for a period from August 1, 2012 and ending on June 30, 2017. Staff is recommending a first amendment to the contract and changes to Appendix D (formula for adjusted annual fee for base fee) for budgetary purposes:

C - Change the Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region from the month of June to February.

Co - Change the Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region from the month of June to February.

CN - Change the total number of water/sewer connections from the month of June to April.

ATTACHMENTS:

First Amendment

Appendix D

**FIRST AMENDMENT
TO THE OPERATION, MAINTENANCE AND MANAGEMENT SERVICES
AGREEMENT BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
AND MUSTANG IMPROVEMENT AUTHORITY**

THIS FIRST AMENDMENT TO THE OPERATION, MAINTENANCE AND MANAGEMENT SERVICES AGREEMENT BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC. AND MUSTANG IMPROVEMENT AUTHORITY (OK.) is made this ____ day of March 2015, by and between Severn Trent Environmental Services, Inc. (hereinafter "Contractor") and the Mustang Improvement Authority (hereinafter "Authority").

WHEREAS, the Contractor and the Authority entered into that certain Operation, Maintenance and Management Services Agreement (the "Agreement") dated August 1, 2012; and

WHEREAS, the Contractor and the Authority mutually agree to clarify the parties' respective obligations under the Agreement regarding the annual adjustment of Contractor's compensation.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Agreement as follows:

1. All capitalized items contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.
2. Section 5.1.4 (Adjustment to Annual Fee) is hereby amended and restated in its entirety to read as follows:

The Annual Fee shall be adjusted each year at least four (4) months prior to the next Contract Year. The Annual Fee for a succeeding Contract Year will be determined by the application of the procedures in *Appendix D, Annual Fee Adjustment Formula*. The Annual Maintenance and Repair Limit and the Annual Fee for Meter Reading Services shall increase or decrease by a percentage equal to the change in the Annual Fee. The next adjustment to the Annual Fee the Annual Maintenance and Repair Limit and the Annual Fee for Meter Reading Services shall occur four (4) months prior to the Contract Year beginning July 1, 2015.

3. Appendix D (Formula for Adjusted Annual Fee) is hereby amended and restated in its entirety as attached to this First Amendment.
4. All remaining terms and provisions of the Agreement shall remain in full force and effect to the extent that they do not conflict with this First Amendment. In the event of

any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions in this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

WITNESS:

SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.

_____ By: _____

Name: _____

Title: _____

WITNESS:

MUSTANG IMPROVEMENT
AUTHORITY (An Oklahoma Public Trust)

_____ By: _____

Name: _____

Title: _____

WITNESS:

CITY OF MUSTANG, OK

_____ By: _____

Name: _____

Title: _____

APPENDIX D

FORMULA FOR ADJUSTED ANNUAL FEE FOR BASE FEE

$$\text{AAF} = \text{AFo} * [\text{C} / \text{Co}]$$

WHERE:

AAF = Adjusted Annual Fee

Afo = Current Annual Base (the Annual Fee, less the fee for dedicated water meter services and the Annual Maintenance and Repair Limit)

C = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the current Contract Year.

Co = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the prior year.

FORMULA FOR ADJUSTED ANNUAL FEE FOR ANNUAL MAINTENANCE AND REPAIR LIMIT

$$\text{AAF} = \text{AFo} * [\text{C} / \text{Co}]$$

WHERE:

AAF = Adjusted Annual Fee

Afo = Current Annual Maintenance and Repair Limit

C = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the current Contract Year.

Co = Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the prior year.

FORMULA FOR ADJUSTED ANNUAL FEE FOR METER READING SERVICES

$$\text{AAF} = \text{AFo} * [\text{C}/\text{Co} + \text{CN}/\text{CNo} - 1]$$

WHERE:

AAF	=	Adjusted Annual Fee
Afo	=	Current Annual Fee for Meter Reading Services
C	=	Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the current Contract Year.
Co	=	Consumer Price Index for all Urban Consumers (CPI-U) for the Southern Region as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report as of the month of February of the prior year.
CN	=	The total number of water/sewer connection as of April 1st of the current Contract Year.
CNo	=	7,300 connections

Annual Adjustment

Beginning on July 1, 2015, the Annual Fee shall be adjusted annually, such adjustment becoming effective on July 1st of each Contract Year during the term of this Agreement. The parties may negotiate each adjustment, but in the event that they are not able to mutually agree on an adjustment, the Annual Fee shall be adjusted according to the change in the adjustment formula above.