

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Dave Bryan, 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 **07/03/2018** City Council Minutes.
2. Approval of **07/17/2018** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY 2018**.
- *4. Claims List for **FY 2019**.
- *5. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
6. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
7. Approval of **Resolution No. 19-005** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$1,466.
8. Approval of **Resolution No. 19-007** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$8,750.
9. Approval to Renew Agreement with the **Canadian County Sheriff's Office** to hold Excess Prisoners.

G. INFORMATION/REPORTS

1. City Manager
 - a. City Manager Report
2. City Council
 - a. Appreciation and Recognition of former Ward V Councilwoman **Linda Hagan**.
 - b. **Appointment** of One (1) Member and One (1) Alternate to the OEMA Board of Directors.
 - c. City Council Reports

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Request to Declare Surplus Three (3) Police Chargers, Units #202, #203, #210 and Authorize Disposal of those Items; and Proposed Interlocal Cooperation Agreement between the City of Mustang and the City of Guthrie to sell Three (3) Police Chargers to the City of Guthrie.
2. **Discussion, Consideration and Possible Action** regarding Approval of Municipal Lease/Purchase of Two (2) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, **Resolution No. 19-008**, and Statement of Essential Use; and Authorizing Staff to Execute Documents.
- *3. **Discussion, Consideration and Possible Action** regarding **Resolution No. 19-006**, A Joint Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Amending the Ambulance Assessment Fee and Providing for an Effective Date.
4. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1170**, an Ordinance of the City of Mustang, Oklahoma, Amending (1) Chapter 26, by Amending Section 26-48 to Remove Requirement that an Expungement Fee be placed into Designated Funds; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

- *5. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1171**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 2 by Adding New Section 2-177 Providing for a Convenience fee to Recoup Costs Incurred by the City for Use of Electronic Payment Methods on Certain Transactions, Setting the Amount of the Convenience Fee, and Defining Terms; Providing for Severability; Providing for Repealer; Setting an Effective Date; and Declaring an Emergency.

J. CITY ATTORNEY'S REPORT

- 1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).

K. ADJOURNMENT

**MUSTANG CITY COUNCIL
JULY 3, 2018**

The Mustang City Council met in regular session on Tuesday, July 3, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, June 29, 2018, at 11:00 a.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Michael Staton, Pastor, First Baptist Church

Pastor Staton led the assembly in the Pledge and Invocation. He thanked the Council for the opportunity to serve.

C. ROLL CALL

Councilmembers Present:	Pratt
	Leete
	Grider
	Jones
	Noblitt
	Schweinberg

Councilmembers Absent:	Hagan
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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 **06/05/2018** City Council Minutes.
- *2. Claims List for **FY 2018**.
- *3. Claims List for **FY 2019**.
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of **Resolution No. 19-001** providing for the Assignment of 9-1-1 Fees to 9-1-1 ACOG.

7. Approval of **Resolution No. 19-002** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$1,000.
8. Approval of **Resolution No. 19-003** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$2,528.
9. Acceptance of New **Mattresses** donated by Phil's Deals on Wheels for the Sleeping Quarters of the Fire Station.
10. **Acknowledgement of Transfer** of City Property, Glock Mod. 17 9mm Caliber S/N BGEU906, transferred to Captain Kirk Dickerson, Comm. #328 upon his Honorable Retirement effective June 22, 2018, in compliance with Police Department Policy, PERSONNEL 02.03-RETIREMENT Item 5, which has been the historical past practice of the Department.
11. Approval to Renew **Excess Workers' Compensation Insurance** with Midwest Employers Policy.
12. Acceptance of Bonds for **Electrical Express, LLC** for Project labeled Field Lighting for Wild Horse Park Soccer Complex.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Leete**, to Approve Items F-1 thru F-12 of the Consent Agenda.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

G. INFORMATION/REPORTS

1. **City Manager Report**

- a. **Oath of Office** for Police Officer Barrett Chastain.

Police Chief Groseclose administered the Oath of Office to new Police Officer Barrett Chastain.

- b. **City Manager Report**

City Manager Rooney did not have anything in addition to his City Manager's report available on the City's website.

2. **City Council Reports**

- a. Approval of **Proclamation** Declaring July, 2018, as "Park and Recreation Month".

Assistant City Manager Battles read the Proclamation declaring the month of July as "Park and Recreation Month".

MOTION was made by **Councilwoman Pratt**, seconded by **Councilman Jones**, to Approve the Proclamation declaring July, 2018, as "Park and Recreation Month".

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

- b. Re-appointment of Ray Meier to **Leisure Services Board** for at Large Position Representative

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt**, to Re-appoint Ray Meier to **Leisure Services Board** for at Large Position Representative.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

- c. Appointment of John Robinson to **Leisure Services Board** for Ward One Representative

MOTION was made by **Councilwoman Pratt**, seconded by **Councilman Leete**, to Appoint John Robinson to **Leisure Services Board** for Ward One Representative

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

- a. City Council Reports

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

Councilman Noblitt thanked *Councilwoman Hagan* for her years of dedication and service to the City.

Councilman Jones stated he also wanted to wish the best for *Councilwoman Hagan* and thanked her for her years of service. He stated there were no issues to report at this time.

Councilman Grider stated he wished *Councilwoman Hagan* well and hated to see her go. He stated he received great feedback and praise from citizens for help received from Mustang Police Officers. He stated he received a letter and calls regarding fireworks with one person asking it be brought to a vote of the citizens of Mustang on whether to allow fireworks in City limits. He also stated he had received positive comments regarding the Combat Veteran signs stating News 9 provided information regarding the signs as well as the local newspapers and helped get out the information.

Councilman Leete stated he received a call from Mr. Bohn regarding dogs stating he spoke with the City Manager and Police Chief and left messages for Mr. Bohn, but did not hear back from him. He thanked the Police and Fire for their service and thanked *Councilwoman Hagan* for her service stating she would be missed. He also thanked *Councilman Grider* for the Combat Veteran signs stating he has one in his yard. He stated to clarify, the signs to him do not mean no fireworks, but just a way to inform neighbors of your combat service stating his neighbors would let him know when they would be shooting the larger fireworks and would even ask him if there was anything they could do to help.

Councilwoman Pratt stated she received an email regarding traffic enforcement in their neighborhood stating she spoke with the *City Manager* and *Mayor Schweinberg* and it was addressed. She stated she received several comments from Ward 1 citizens stating they appreciate having the privilege to shoot fireworks in city limits. She stated she hopes everyone also does their part to clean up afterwards so we can continue to have this privilege.

Mayor Schweinberg stated he also received an email regarding fireworks stating the negative comments received do not come close to the number of positive comments received. He stated he was a supporter of being able to shoot fireworks in city limits. He stated he would miss *Councilwoman Hagan* and wished her the best. He also thanked the Fire Department for the Freedom Celebration held Saturday night stating he was not sure how they pulled it off with the weather being what it was, but did a wonderful job. He also urged citizens to be conscious of their neighbors with fireworks and to clean up after themselves.

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of Special Use Permit Application SUP-4-15-18-1-35, Mustang Treatment Center, 1150 E State Highway 152, OK Family Counseling Services, Private Residential Treatment Facility for Girls Aged 13-17 Suffering from PTSD where Medical, Psychiatric and Behavioral Healthcare is Provided for up to 28 Patients.

Community Development Director Helsel stated this application was received from the Mustang Treatment Center stating approximately three and one-half years ago, City Council granted a Special Use Permit to them for an 18 patient facility. She stated they would like to expand to a 28 patient facility and would add 12-15 staff to accommodate the expansion. She stated the purpose of a Special Use Permit is to address uses not specifically listed in City Code such as this.

Helsel stated notice was sent out and was advertised stating no comments were received and there were no protests at the public hearing at the Planning Commission meeting. She stated she requested input from the Police Chief who stated approximately 10 calls had been received from the Center in the last three and one-half years stating if the Center is expanded, he would recommend additional staff be added.

Helsel provided area zoning and uses as well as stated the long range plan called for commercial-retail development in this area stating Police did not recommend denial and recommended staff increase. Staff recommends approval and stated Planning Commission voted unanimously to approve.

Councilman Noblitt asked if the ratio of staff to residents was State regulated.

Helsel stated the Center was highly regulated by the State, but would have the owner answer this question.

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt**, to Open the Matter for Public Hearing.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

There being none, **MOTION** was made by **Mayor Schweinberg**, seconded by **Councilman Jones**, to Close the Public Hearing.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

Discussion was held concerning the ratio of staff to residents. Mr. Brian Barks with the Mustang Treatment Center stated they like to have a 1:3 ratio stating with 10 additional residents, they would plan to add a doctor, nurse, therapist and three direct care staff. He stated there would be a separate staff for the additional 10 residents as it is a different type of care. Mr. Barks stated education is also provided through Mustang Public Schools who provides a teacher.

MOTION was made by **Councilman Leete**, seconded by **Councilman Grider**, to Approve the Special Use Permit Application SUP-4-15-18-1-35, Mustang Treatment Center, 1150 E State Highway 152, OK Family Counseling Services, Private Residential Treatment Facility for Girls Aged 13-17 Suffering from PTSD where Medical, Psychiatric and Behavioral Healthcare is Provided for up to 28 Patients.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

2. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1166**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 26, by Adding new Section 26-48 to Create an Expungement Fee for Processing Orders for Expungement of Records; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Attorney Miller stated this ordinance is recommended by Staff in order to assist the City in recovering costs incurred in processing Petitions for Expungement. He stated three years ago, a change in law made it easier to expunge records of arrests stating requests have increased and each request requires the involvement of the Police Department, the Municipal Court Clerk and the City Attorney. **Miller** stated the fee is set at \$150 which is the same amount charged by the Oklahoma State Bureau of Investigation and the City of Oklahoma City.

Councilman Noblitt asked how much it cost the City to process the requests with **Miller** stating he did not have an exact amount, but approximately \$300 - \$450.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve **Ordinance No. 1166**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 26, by Adding new Section 26-48 to Create an Expungement Fee for Processing Orders for Expungement of Records; Declaring Repealer; Providing for Severability.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Leete**, to Declare an Emergency.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

3. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1167**, an Ordinance of the City of Mustang, Oklahoma, Amending (1) Chapter 46, Article III, Section 46-61 of the Code of Ordinances of the City of Mustang, Oklahoma, to Adopt Appendix Chapter D of the International Fire Code; (2) Chapter 106, Article VII, of the Code of Ordinances of the City of Mustang, Oklahoma, by Amending Section 106-444 to Add Subsection 106-444(I) Setting Standards for Fire Department Connections; (3) Chapter 118, Article IV, Section 118-214 of the Code of Ordinances of the City of Mustang, Oklahoma, to Amend Subsection 118-214(C) to Specify Color for Fire Hydrants and Color Coding Requirements; and (4) Chapter 118, Article IV, Section 118-278 by Striking Subsection 118-278(B) to Remove a Duplicative Requirement for Painting Fire Hydrants and Renumbering Remaining Subsections; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

Community Development Director Helsel stated Captain Mike Carroll, Mustang Fire Marshall requested the fire codes be updated to include additional sections and appendices of the International Fire Code. She stated they are a current standard in Mustang, but is not specifically codified.

Discussion was held concerning the new hotel and if the Fire Department was adequately equipped to fight fires, etc. **Fire Chief Carruth** stated they would be better equipped once the new ladder truck is purchased as the current one was not quite large enough stating it would take about a year once ordered to take delivery of it. Other discussion was held regarding possible issues they could encounter if they were dispatched to the hotel for an emergency situation.

Discussion was also held regarding the color of the fire hydrants with **Carruth** stating former Fire Chief Hickman had chosen yellow as it is easier to see at night.

MOTION was made by **Councilman Leete**, seconded by **Councilman Jones**, to Approve **Ordinance No. 1167**, an Ordinance of the City of Mustang, Oklahoma, Amending (1) Chapter 46, Article III, Section 46-61 of the Code of Ordinances of the City of Mustang, Oklahoma, to Adopt Appendix Chapter D of the International Fire Code; (2) Chapter 106, Article VII, of the Code of Ordinances of the City of Mustang, Oklahoma, by Amending Section 106-444 to Add Subsection 106-444(I) Setting Standards for Fire Department Connections; (3) Chapter 118, Article IV, Section 118-214 of the Code of Ordinances of the City of Mustang, Oklahoma, to Amend Subsection 118-214(C) to Specify Color for Fire Hydrants and Color Coding Requirements; and (4) Chapter 118, Article IV, Section 118-278 by Striking Subsection 118-278(B) to Remove a Duplicative Requirement for Painting Fire Hydrants and Renumbering Remaining Subsections; Declaring Repealer; Providing for Severability.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

MOTION was made by **Councilman Grider**, seconded by **Councilman Noblitt**, to Declare an Emergency.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

4. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1168**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 106, Article III, Section 106-175(13) of the Code of Ordinances of the City of Mustang, Oklahoma, to Clarify Requirements for Property Owners within Subdivisions to Maintain Private Drives, Private Access Facilities and Private Common Areas; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Attorney Miller stated the City requires language be added to plats addressing maintenance requirements for common areas stating they be maintained by Homeowner Associations and exist in perpetuity. He stated the Code had not kept up with the language used by the City stating this ordinance clarifies and matches what is currently used by the City.

MOTION was made by **Councilman Noblitt**, seconded by **Councilwoman Pratt**, to Approve **Ordinance No. 1168**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 106, Article III, Section 106-175(13) of the Code of Ordinances of the City of Mustang, Oklahoma, to Clarify Requirements for Property Owners within Subdivisions to Maintain Private Drives, Private Access Facilities and Private Common Areas; Declaring Repealer; Providing for Severability.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

MOTION was made by **Councilman Jones**, seconded by **Councilman Noblitt**, to Declare an Emergency.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

5. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1169**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 18, Article II, by Amending Section 18-33.B to Amend the 2015 International Residential Code for One and Two Family Dwellings to: (1) Amend Subsection 18-33.B(13) Requiring Sanitation Facilities during Construction; (2) Add New Subsection 18-33.B(19) Adding R403.1.3.5.5 to Set Standards for Seismic Design Reinforcement; (3) Add New Subsection 18-33.B(20) Adding R602.2 on Use of Utility Grade Studs; and (4) Add New Subsection 18-33.B(21) Adding R602.1.10 on Use of Fiberboard Sheathing; Providing for Repealer and Severability; and Declaring an Emergency.

Community Development Director Helsel stated this ordinance is at the request of the Chief Building Official stating last year, 80+ building permits were issued stating this year, 200+ building permits have been issued and stated there were a lot of new builders. She stated Staff recommends the standards be specifically listed in Code making it easier to enforce. She discussed the issues being addressed, such as port-a-potties, footing requirements, utility grade studs, sheathing and seismic design reinforcement.

MOTION was made by **Councilman Leete**, seconded by **Councilman Noblitt**, to Approve **Ordinance No. 1169**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 18, Article II, by Amending Section 18-33.B to Amend the 2015 International Residential Code for One and Two Family Dwellings to: (1) Amend Subsection 18-33.B(13) Requiring Sanitation Facilities during Construction; (2) Add New Subsection 18-33.B(19) Adding R403.1.3.5.5 to Set Standards for Seismic Design Reinforcement; (3) Add New Subsection 18-33.B(20) Adding R602.2 on Use of Utility Grade Studs; and (4) Add New Subsection 18-33.B(21) Adding R602.1.10 on Use of Fiberboard Sheathing; Providing for Repealer and Severability.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

MOTION was made by **Councilman Leete**, seconded by **Councilwoman Pratt**, to Declare an Emergency.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

6. **Discussion, Consideration and Possible Action** regarding Approval of Interlocal Agreement for Oklahoma Municipal Management Services.

City Manager Rooney stated this agreement was the same as the one approved by Council in the May City Council meeting stating the agreement had been forwarded to the State Attorney General's Office for review and approval. He stated the State Attorney General had some minor changes to the agreement stating they were highlighted in yellow for Council information and review.

MOTION was made by **Councilman Jones**, seconded by **Councilman Leete**, to Approve the Interlocal Agreement for Oklahoma Municipal Management Services.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

7. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-004**, a Resolution of the City of Mustang, Oklahoma, to Execute the Agreement Establishing the Oklahoma Municipal Management Services.

City Manager Rooney stated this item follows the Interlocal Agreement between the City of Mustang and the City of Harrah to establish the Oklahoma Municipal Management Services. He stated the Resolution was needed in order for OMAG to present all of the materials to the State Attorney General's Office without having to wait for the City Council meeting minutes that would be approved in August.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Leete**, to Approve **Resolution No. 19-004**, a Resolution of the City of Mustang, Oklahoma, to Execute the Agreement Establishing the Oklahoma Municipal Management Services.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

- *8. **Discussion, Consideration and Possible Action** regarding Approval of First Amendment for Operation, Maintenance, and Management of the Water and Wastewater Treatment Facilities for the City of Mustang.

Assistant City Manager Battles stated in 2017, the City entered into a one year contract with Inframark (formerly Severn Trent) stating there was a need to define services and keep up with the new regulations put in place by ODEQ and stated the City and Inframark were working to address these areas. He stated the current contract cost for FY19, including the CPI, is \$1,638,940, the addendum financial impact is \$160,224, with the total cost for FY19 at \$1,799,164.

Battles stated over the last 90 days, he had worked closely with Dennis Merrill, Inframark, to offset costs stating a good plan was in place keeping the City in compliance with the regulations. He stated the contract and plan would be re-visited in one year and provided information regarding the areas addressed in the amendment.

Councilman Noblitt asked how this amendment is in relation to budget.

Battles stated in the current budget approved by Council, there is a fee structure for maintenance cap overages that equates to a little less than \$400,000 stating that overage would be reduced to offset this cost to meet the contractual needs. He stated funds would not be pulled from reserves and will still stay on budget.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve the First Amendment for Operation, Maintenance, and Management of the Water and Wastewater Treatment Facilities for the City of Mustang.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

9. **Discussion, Consideration and Possible Action** regarding Proposals to Lease the City of Mustang's Mineral Interests underlying Sections 32 and 29, Township 11 North, Range 5 West, I.M., Canadian County, Oklahoma.

Councilman Noblitt asked *City Attorney Miller* if this item could be placed in Executive Session at a later date as the discussion he would like to hold has to do with negotiating with the offering company.

City Attorney Miller stated under the Open Meetings Act, sale of property is not an item that can be placed in Executive Session. He stated there was an issue with this request, however, in that Roan Resources has already drilled the well and is now asking to lease the City's interests stating there are certain rights that parties have with regard to their ability and alternatives to review in situations like this. He stated if the City wanted to explore other possibilities, then it could be placed in Executive Session.

This item dies for lack of motion.

10. **Discussion, Consideration and Possible Action** regarding Acceptance of Resignation of Ward V Councilmember Linda Hagan effective immediately.

City Manager Rooney stated Councilwoman Hagan submitted her resignation as Ward V Councilmember stating the effective date had been changed to July 6, 2018.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Accept the Resignation of Ward V Councilmember Linda Hagan effective July 6, 2018.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

11. **Discussion, Consideration and Possible Action** regarding Process for Appointment of Councilmember to Represent Ward V.

City Manager Rooney stated he would recommend the process followed for the last three vacancies be followed this time as well stating the vacancy would be advertised in the newspapers with letters of interest to be submitted by 11:30 AM, Friday, August 17, 2108. He stated letters received would be forwarded to Councilmembers for their review and questions, if needed, and stated the names of those submitting letters would not be released to the public until after the deadline. He stated the item would be placed on the September 4, 2018 City Council meeting for appointment.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve the Process as Outlined by the City Manager for Appointment of Councilmember to Represent Ward V.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding *City of Mustang vs. Citizens Energy II, LLC*, Case No. CV-2017-325, District Court, Canadian County, State of Oklahoma; and, proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).
2. **Discussion, Consideration and Possible Action** regarding *Cottonwood Development, L.L.C. v. City of Mustang*, Case No. CV-2018-142, District Court of Canadian County, State of Oklahoma, to include potential settlement of the lawsuit; and, Proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).

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

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

TIME ADJOURNED to Executive Session: **7:54 p.m.**

MOTION was made by **Mayor Schweinberg**, seconded by **Councilman Leete** to return from executive session.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

TIME RETURNED from Executive Session: **8:03 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones** to Authorize City Staff to affect the Joint Dismissal of the Pending Lawsuit with each side to bear its own Cost and Authorizing City Staff to Execute the Documents as necessary to carry that into Effect.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

In reference to Item J-2 –

Proceed as Discussed, no action taken.

K. ADJOURNMENT

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

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

The meeting was adjourned at **8:04 p.m.**

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
JULY 17, 2018
SPECIAL MEETING**

The Mustang City Council scheduled a Special Meeting on Tuesday, July 17, 2018, at 6:30 p.m. at the Mustang Municipal Building, 1501 N. Mustang Road, Mustang, Oklahoma. Notice of the meeting was posted as required on Friday, July 13, 2018, at 9:45 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Schweinberg called the meeting to order at 6:30 p.m.

B. ROLL CALL

Councilmembers Present:	Pratt
	Leete
	Grider
	Jones
	Ward 5 - Vacant
	Noblitt
	Schweinberg

Councilmembers Absent:	None
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C. DISCUSSION ITEMS

1. **Discussion** regarding OEMA Disposal Agreement.

City Attorney Miller stated OEMA requested a change to the current agreement which expires in 2019 stating it would lower the rate, but would also require the City to lock into the contract for 15 years. He stated he made some changes to what was proposed by OEMA stating they were in agreement except he was waiting to hear back on a proposed Item 15 regarding Rebated Disposal Fees. He stated Canadian County was the beneficiary of the OEMA Trust and stated Item 15 would have to be approved by them.

Discussion was held concerning competition, trucks re-sent for pick-up if resident misses deadline, and disability assistance.

Other discussion included possible issues with being locked in for 15 years with **Miller** stating the contract included items such as automatic provision for fee increases, pass through charges and increases, government fees and regulatory requirements, and EPA changes which could be issues, or even a possible OEMA lawsuit. Discussion was held concerning the 15 years, pro and con, with **City Manager Rooney** advising Staff would research other member cities' length of contract and if lower than 15 years, will propose a different term if preferred by Council.

Discussion was also held regarding Mustang's OEMA Trustees with **Rooney** stating *Councilwoman Hagan* was the primary and *Councilman Jones* alternate. He stated the August City Council meeting would include an item to appoint *Jones* as primary and appoint a new alternate.

2. **Discussion** regarding Credit Card Convenience Fee.

City Manager Rooney stated the City pays a merchant fee for each credit card transaction stating in FY2018, the City of Mustang processed 54,508 transactions which is equivalent to \$16,796.13 at Parks and Recreation and Community Development Departments, and \$53,144.86 at the Utility Billing Division. He stated as of January, 2013, local governments are allowed to charge a convenience fee for accepting card payments stating Staff is recommending a convenience fee of \$2.50 be applied to all card payments to allow the City to recoup some of the cost.

Discussion was held regarding the fee being charged at ballpark concession stands and perhaps changing to cash only instead of charging the fee. **Rooney** stated he would discuss this with *Assistant City Manager Battles* and *Parks and Recreation Director Heasley* for their concerns and will bring to Council in August.

3. **Discussion** regarding Firework Sales and Permits.

City Manager Rooney stated this item concerns firework stand permit fees and clean up after July 4th. He stated the permit fee is currently \$15 per stand stating this does not come close to covering costs associated with processing the fee as well as the time spent by Fire and Police to inspect and monitor the stands. **Rooney** also stated clean up after the 4th was terrible this year stating the organizations running the stands are also responsible to help with the cleanup process afterwards stating it was not handled well this year. He recommended for next year as part of the permit process, the organizations provide five youth who would be responsible to help with cleanup on July 5th and if they do not show up, the organization would not receive a permit nor be able to operator a firework stand the following year. He stated he also was not pleased with Firework City's street clean up this year stating the City needs to be clear and direct regarding what is expected.

Discussion was held regarding the dollar amount of fireworks sold with it being stated they had heard amounts grossing as high as \$65,000.

Discussion was held concerning the \$15 permit fee with it being stated the fee is per stand and not per organization and there were 13 or 14 stands this year. **City Attorney Miller** advised the fee would have to be based on dollar amount needed to recoup costs by the City stating it could not be based on sales. **Rooney** stated he would suggest approximately \$200 - \$250 per stand.

Rooney stated for the first time, a Little League team applied for and received a firework stand permit stating Council may wish to address whether youth clubs are allowed to obtain a permit or not. He stated the way the Code is currently written, it did not prohibit them. Several members of Council agreed it should be limited to churches and schools in Mustang.

Rooney stated an ordinance would be brought to Council in the near future to increase the permit fee and restrict sales to churches and school groups in Mustang.

4. **Discussion** regarding Rezoning Appeal Process.

City Manager Rooney referenced an email he sent to Council regarding the current process followed by the City in regards to rezoning applications stating currently, the application goes directly to City Council from Planning Commission whether Planning Commission approved or denied the application. He stated he would suggest an appeal process where if the application was denied by Planning Commission, the applicant would have to file an appeal with the City Council for it to be heard by Council.

City Attorney Miller stated the City Council is the only body that has and exercises legislative authority on behalf of the City stating zoning is a legislative act. He stated Planning Commission cannot exercise legislative authority and stated the fundamental issue that concerned him was whether or not creating an appeal process would make Planning Commission a defacto legislative authority and Council cannot delegate its legislative authority. He stated instead of an appeal process, the applicant could provide a notice to the City stating they wish to continue the process and have their application heard by Council stating this way, it would not be an appeal and the decision of Planning Commission would not be the final decision.

Miller stated a number of other updates need to be made in the Code due to such items as Planning Commission now meeting one time per month stating this would be a good opportunity to update this area of the Code.

Discussion was held concerning the amount of time the applicant would have to provide the notice to the City with **Miller** stating it was important to give the applicant time to file the notice and suggested 15 days which is what the City of Tulsa allows on this.

Discussion was held regarding Planning Commission agendas and when they are available online as well as attending Planning Commission meetings with **Miller** advising no more than two Councilmembers should attend at one time while the Ward 5 seat is vacant.

Rooney stated an ordinance will be brought to Council in the August or September City Council meetings.

D. EXECUTIVE SESSION:

1. **Discussion** regarding potential investigation and litigation; and, Proposed Executive Session as Authorized by 25 Okla. Stat. § 307(B)(4).

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

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

TIME ADJOURNED to Executive Session: **7:46 p.m.**

MOTION was made by **Mayor Schweinberg**, seconded by **Councilman Leete** to return from executive session.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg
NAY: None

TIME RETURNED from Executive Session: **8:04 p.m.**

E. UPDATE ON MANAGEMENT RELATED ISSUES

City Manager Rooney provided the following updates:

- Texted Assistant Parks and Recreation Director Heasley regarding utilizing the convenience fee at the concession stands and ball fields stating she and Finance Director Watts have discussed it stating he would get an answer to Council;
- Stated the Alternative Work Week Schedule has gone well and instead of ending it after Labor Day, plans to continue with the schedule unless Council has any concerns;

- *Human Resources Director Anderson and Management Intern Kajirwa* have been planning this year's Employee Appreciation Week stating it will be held the week of July 30 through August 3 stating Council was invited to the breakfast on July 3;
- Provided the Management Office schedule stating he and *Kajirwa* would be in Ardmore for the Oklahoma City Managers Association conference, *Assistant City Manager Battles* was on vacation this week, and *City Clerk Martin* would be leaving tomorrow for the week on vacation stating *Anderson* would office in the Management office in order to have someone there. He stated he would not appoint anyone as Acting City Manager as he would still be in-state;
- The next Work Session would be held on the third Tuesday of September stating it may be held at Town Center in order for Councilmembers to get a tour of the Town Center expansion;
- *Watts* and three Mustang Firefighters traveled to Wisconsin to tour the facility where the next ladder truck would be purchased stating the purchase would be made off of State contract and would not be bid. He stated it would take 15 months to build.

F. ADJOURNMENT

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

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

The meeting was adjourned at **8:09 p.m.**

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
18-1861	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2018	NP53671713B	96.05
18-1211	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	6/2018	14754	78.00
DEPARTMENT TOTAL:						174.05
DEPARTMENT: 12 LIBRARY						
18-0302	01-B1023	BTAC ACQUISITION CORP.	NONFICTION BOOKS FOR COLL	6/2018	5015069762	16.77
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	6/2018	5015069761	73.99
18-0542	01-C0278	COX COMMUNICATIONS, INC.	MO. MODEM SERVICE CHR	6/2018	201807117971	4.99
18-1020	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLE	6/2018	NP53671713	47.90
18-1500	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	6/2018	96202627	1,006.62
18-0711	01-00129	OVERDRIVE, INC	EBOOKS, AUDIO BOOKS	6/2018	02393C018104421	296.15
DEPARTMENT TOTAL:						1,446.42
DEPARTMENT: 13 PARKS AND RECREATION						
18-1741	01-B1026	B&C APPAREL	STAFF SHIRTS	6/2018	35300	576.00
18-0479	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	6/2018	201807117972	77.12
18-1715	01-C0278	COX COMMUNICATIONS, INC.	MONTHLY TREADMILL	6/2018	201807117973	20.00
18-2015	01-C0286	CIVICPLUS, INC.	TABLES FOR BANQUET HALL	6/2018	173993A	1,200.00
18-1922	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR DEPT.	6/2018	NP53671713D	803.40
18-1892	01-M0220	MUSTANG PUBLIC SCHOOLS	FIELD TRIPS FOR JUNE	6/2018	901	253.00
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERAT	ELECTRIC SERVICE	6/2018	201807117978	3,318.42
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	6/2018	201807117975	195.66
18-1906	01-S0334	CAROLYN SMITH	REFUND FOR SWIM LESSON	6/2018	8855571	45.00
DEPARTMENT TOTAL:						6,488.60
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-1355	01-D0088	DEPARTMENT OF CORRECTIONS,	INMATE LABOR	6/2018	UNCCC-3060618	840.00
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERAT	ELECTRIC SERVICE	6/2018	201807117978	603.45
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	6/2018	201807117975	88.13
18-1871	01-01177	STATE OF OKLAHOMA	SALES TAX PAYABLE	6/2018	201807117970	3,500.82
18-0146	01-P1051	THE PITNEY BOWES BANK INC	BULK POSTAGE	6/2018	201807117980	4,796.56
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	6/2018	25067	68,961.38
18-1849	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	6/2018	855172	2,510.74
18-0156	01-S0306	SETH B SHAY	PEST CONTROL SERVICE	6/2018	201807117984	600.00
DEPARTMENT TOTAL:						81,901.08

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
18-0242	01-A0110	ALL SEASON BUILDING SUPPLY	SUPPLIES	6/2018	144788	37.47
18-1626	01-B0210	BURGESS BUILDING CO., LLC	REPAIR OF PARTITION	6/2018	8078-1	3,790.00
18-1465	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	6/2018	201807128004	30.62
18-2033	01-C0286	CIVICPLUS, INC.	SOFTWARE	6/2018	173993	500.29
18-2011	01-K0033	KONE, INC	PLUMBING REPAIRS	6/2018	1157625169	956.92
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2018	201807117978	12,171.11
18-1673	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	6/2018	444662043	383.08
18-1868	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	6/2018	444992390	406.06
DEPARTMENT TOTAL:						18,275.55
DEPARTMENT: 19 BALL COMPLEX						
18-1291	01-A0110	ALL SEASON BUILDING SUPPLY	SUPPLIES FOR SPORTS COMPL	6/2018	141708	158.46
18-1968	01-B1019	BEN E. KEITH FOODS INC - OK	FOOD FOR CONCESSION	6/2018	63971041	2,073.50
18-1907	01-C1192	CENTRAL OKLAHOMA WINNELSON	GRINDER PUMP	6/2018	436439 00	128.30
18-0232	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2018	NP53671713C	256.11
18-1969	01-I1119	STEPHENSON WHOLESALE CO, INC	FOOD FOR CONCESSION	6/2018	6938888	1,359.89
18-1846	01-M1000	MAZZIO'S MUSTANG INC	PIZZA FOR CONCESSION	6/2018	175930	195.00
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2018	201807117978	1,039.33
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	6/2018	201807117975	1,113.21
18-2045	01-00098	OASA SPORTS FOUNDATION, INC	ASA TEAM SANCTION FEES	6/2018	201807117977	1,110.00
18-2012	01-P0163	PIONEER MANUFACTURING COMP	10 BOXES OF PAINT	6/2018	681594	356.50
18-2044	01-P1016	P&K EQUIPMENT	SPIKE FOR FIELD RAKE, MOW	6/2018	2900324	566.79
18-2025	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	6/2018	444992374	563.52
DEPARTMENT TOTAL:						8,920.61
DEPARTMENT: 20 AQUATICS						
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2018	201807117978	2,516.30
DEPARTMENT TOTAL:						2,516.30
DEPARTMENT: 21 FINANCE						
18-0093	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2018	NP53671713A	48.33
DEPARTMENT TOTAL:						48.33

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-1861	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	6/2018	NP53671713B	572.99
DEPARTMENT TOTAL:						572.99
DEPARTMENT: 41 POLICE						
18-0882	01-A0039	A.S.C. INC.	VEHICLE PARTS	6/2018	83563	69.86
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	6/2018	105604	75.00
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	6/2018	201807128005	70.34
18-1928	01-D0090	STATE OF OKLAHOMA	OLTES USER FEE	6/2018	21-1900121	350.00
18-1895	01-D0151	DOMINGO ALVAREZ	WINDOW CLEANING, FLOORS	6/2018	005	1,390.00
18-1762	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2018	NP53671679A	4,129.55
18-0200	01-H0139	JON RICHARD DILLINGER	BUSINESS CARDS	6/2018	0618-055	102.00
18-1973	01-L0052	LOCKE SUPPLY CO	LIGHT BULB ORDER	6/2018	34679955-00	245.96
18-1977	01-M0115	MTM RECOGNITION CORPORATION	BADGES & NAMEPLATES	6/2018	5940722	180.00
18-1917	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2018	201807117978	4,646.46
18-1325	01-R0146	ROGUE COMP. AUTOMOTIVE INC.	OIL CHANGES	6/2018	5325	85.00
18-1980	01-S0093	SMART TECHNOLOGIES, INC	SWITCH TO MAIN CLOSET	6/2018	717683	1,998.78
18-2046	01-T1029	THOMAS DAVIS	JAIL LAUNDRY FOR JUNE	6/2018	1522	202.00
18-1982	01-Z0014	ZUERCHER TECHNOLOGIES, LLC	AFIS MORPHO TRAK INTERFAC	6/2018	pa0001012	1,650.00
DEPARTMENT TOTAL:						15,194.95
DEPARTMENT: 42 ANIMAL WELFARE						
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2018	NP53671679	78.64
18-0114	01-L0096	LAURA L RIDLEY	JAIL & SHELTER LAUNDRY	6/2018	6615	196.15
DEPARTMENT TOTAL:						274.79
DEPARTMENT: 51 FIRE						
18-1832	01-A0039	A.S.C. INC.	VEHICLE REPAIR & MAINT.	6/2018	86011	114.85
18-1830	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT.	6/2018	148121	10.52
18-1840	01-C0265	CHEM CAN BUILDING & CONSTRU	PORT A POTTIES	6/2018	506663	535.00
18-0183	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	6/2018	D132338	5.25
18-1933	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	6/2018	NP53671712	1,389.76
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	6/2018	201807117975	1,402.20
18-1790	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	6/2018	441659067	285.90
18-1493	01-W0045	WESTERN ENTERPRISES, INC	FIREWORKS SHOW FOR ANNUAL	6/2018	5361	10,000.00
DEPARTMENT TOTAL:						13,743.48

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2018	201807117978	1,696.44-
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	6/2018	201807117975	14,440.16
DEPARTMENT TOTAL:						12,743.72
FUND TOTAL:						162,300.87

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PURCHASE ORDER CLAIM REGISTER

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	6/2018	25067	38.28
DEPARTMENT TOTAL:						38.28
FUND TOTAL:						38.28

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PURCHASE ORDER CLAIM REGISTER

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FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 ADMINISTRATION						
18-1859	01-R0144	RECORDED BOOKS, INC	ZINIO ONLINE MAGAZINES	6/2018	75797854	3,681.85
DEPARTMENT TOTAL:						3,681.85
FUND TOTAL:						3,681.85

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PURCHASE ORDER CLAIM REGISTER

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FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
18-1988	01-S0093	SMART TECHNOLOGIES, INC	KVM SWITCH, MODULAR PATCH	6/2018	717684	409.00
DEPARTMENT TOTAL:						409.00
FUND TOTAL:						409.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE TECHNOLOGY						
18-0287	01-T0029	WEST PUBLISHING CORPORATION	CLEAR FOR LAW ENFORCEMENT	6/2018	838489791	200.00
DEPARTMENT TOTAL:						200.00
FUND TOTAL:						200.00

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
18-0122	01-M0188	MESHEK & ASSOCIATES	ENGINEERING FEES	6/2018	5640	280.00
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	6/2018	25067	28,238.81
DEPARTMENT TOTAL:						28,518.81
FUND TOTAL:						28,518.81

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	6/2018	25067	7,793.57
DEPARTMENT TOTAL:						7,793.57
DEPARTMENT: 51 FIRE						
18-1488	01-S0206	STOLZ TELECOM, LLC	TABLETS & HARDWARE	6/2018	3087	23,761.39
DEPARTMENT TOTAL:						23,761.39
FUND TOTAL:						31,554.96

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
18-1984	01-00181	STATE OF OKLAHOMA	MULTIPLE INJURY TRUST FUN	6/2018	201807117974	1,874.14
DEPARTMENT TOTAL:						1,874.14
FUND TOTAL:						1,874.14
GRAND TOTAL:						925,036.85

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
18-1104	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		6/2018	3613	1,552.65
18-1927	01-W0001	WHEATLEY, SEGLER, OSBY & MIATTORNEY FEES		6/2018	201807318055	156.70
DEPARTMENT TOTAL:						1,709.35
DEPARTMENT: 11 CITY MANAGER						
18-1927	01-W0001	WHEATLEY, SEGLER, OSBY & MIATTORNEY FEES		6/2018	201807318055	649.48
DEPARTMENT TOTAL:						649.48
DEPARTMENT: 13 PARKS AND RECREATION						
18-1910	01-C0290	DEBBIE COCHRAN	REFUND	6/2018	8780782	75.00
18-1908	01-C1002	MADISON COLDIRON	REFUNDS	6/2018	8592920	40.00
18-1905	01-G0132	COLLEEN GREENE	REFUND	6/2018	8317854	80.00
18-1909	01-K0063	KUMON MARTH & READING CENTER	REFUND POOL PARTY	6/2018	8428717	300.00
18-2036	01-L0043	THE LIFEGUARD STORE, INC.	EXTRA CAPS	6/2018	683843	27.00
18-0139	01-O0055	OKLAHOMA GAS & ELECTRIC	COM ELECTRIC SERVICE	6/2018	201808028131	1.25
18-0505	01-V0050	CELLCO PARTNERSHIP	JET PACK & PHONE	6/2018	9811394293D	47.81
18-2026	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	6/2018	201807318057	450.00
18-2035	01-W0020	WALMART COMMUNITY BRC	MISC. SUPPLIES	6/2018	201807318059	263.61
18-1913	01-W0181	KAMI WILKERSON	REFUND	6/2018	8342720	40.00
DEPARTMENT TOTAL:						1,324.67
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-0075	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	6/2018	201807318050	3,510.93
18-0144	01-P0151	PB EQUIPMENT MANAGEMENT	INCREASE ON MAIL MACHINE	6/2018	3306758517a	155.93
18-0146	01-P1051	THE PITNEY BOWES BANK INC	BULK POSTAGE	6/2018	201807318053	1,377.46
DEPARTMENT TOTAL:						5,044.32
DEPARTMENT: 18 TOWN CENTER						
18-1491	01-M0205	ROGER HAYES	REPAIRS DUE TO BREAK IN	6/2018	679430	420.00
18-1673	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	6/2018	441489507 & credit	142.48
18-2032	01-W0020	WALMART COMMUNITY BRC	JANITORIAL SUPPLIES	6/2018	201807318058	164.05
DEPARTMENT TOTAL:						726.53

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
18-1844	01-A0110	ALL SEASON BUILDING SUPPLY MISC. ITEMS FOR COMPLEX		6/2018	144981	811.00
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		6/2018	201808028131	5.14
DEPARTMENT TOTAL:						816.14
DEPARTMENT: 20 AQUATICS						
18-1735	01-L0043	THE LIFEGUARD STORE, INC. SUPPLIES FOR POOL		6/2018	683509	659.20
DEPARTMENT TOTAL:						659.20
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-1159	01-V0050	CELLCO PARTNERSHIP CELL PHONE SERVICE		6/2018	9811394293c	44.21
DEPARTMENT TOTAL:						44.21
DEPARTMENT: 41 POLICE						
18-0166	01-V0050	CELLCO PARTNERSHIP MOBILE DATA TERMINAL USAG		6/2018	9811394293	8.91
DEPARTMENT TOTAL:						8.91
DEPARTMENT: 42 ANIMAL WELFARE						
18-1380	01-V0050	CELLCO PARTNERSHIP ACO CELL PHONE SERVICE		6/2018	9811394293A	31.76
DEPARTMENT TOTAL:						31.76
DEPARTMENT: 51 FIRE						
18-1841	01-W0020	WALMART COMMUNITY BRC SUPPLIES FOR BEAN SUPPER		6/2018	201807318056	4,263.86
DEPARTMENT TOTAL:						4,263.86
DEPARTMENT: 61 STREETS						
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		6/2018	201807318052	39.46
DEPARTMENT TOTAL:						39.46
FUND TOTAL:						15,317.89

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FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
18-0511	01-F0110	FBI NATIONAL ACADEMY ASSOCI	REGISTRATION FEE	6/2018	201807318051	996.00
DEPARTMENT TOTAL:						996.00
FUND TOTAL:						996.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
18-1681	01-R0031	JACK E. RAMEY	METAL SHADE STRUCTURE	6/2018	201807318054	15,200.00
DEPARTMENT TOTAL:						15,200.00
DEPARTMENT: 61 STREETS						
18-1932	01-S6218	SEAL TIGHT DOOR & WINDOWS, WINDOWS FOR WWTP		6/2018	9762	1,200.60
DEPARTMENT TOTAL:						1,200.60
DEPARTMENT: 72 WATER						
18-1901	01-I0006	WATER HOLDINGS ACQUISITIONSPUBLIC WORKS CONTRACTOR		6/2018	32314	2,797.15
DEPARTMENT TOTAL:						2,797.15
FUND TOTAL:						19,197.75

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
19-0045	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	7/2018	104917	675.00
19-0408	01-K0062	EDIGAR KAJIRWA	PER-DIEM FOR CMAO CONFERE	7/2018	201807128020	120.00
19-0409	01-R0132	TIM ROONEY	PER-DIEM FOR CMAO CONFERE	7/2018	201807128021	120.00
DEPARTMENT TOTAL:						915.00
DEPARTMENT: 12 LIBRARY						
19-0192	01-B0123	PROMOTION, INC.	2019 SUBSCRIPTION	7/2018	S36951	324.00
19-0193	01-C0238	USFRSC, INC.	2019 SUBSCRIPTION RENEWAL	7/2018	201807127987	29.95
19-0203	01-I0027	INTERACTIVE SCIENCES, INC.	WOWBRARY NOTIFICATION	7/2018	2018-6413-1	478.62
19-0194	01-O0145	THE OKLAHOMA PUBLISHING COM	2019 SUBSCRIPTION RENEWAL	7/2018	201807127996	390.00
19-0209	01-P0089	PROQUEST LP	2019 SUBSCRIPTION	7/2018	201807127999	2,991.04
19-0207	01-T0103	TECH LOGIC CORPORATION	2019 STAFF STATION SOFTWA	7/2018	RC002368	400.00
19-0206	01-T0142	THE LIBRARY CORPORATION	SIP COMMUNICATIONS SOFTWA	7/2018	2018070099	10,263.00
19-0350	01-W0170	KATHLEEN WILCOXSON	HISTORY OF BIBLICAL STUDI	7/2018	201807128003	300.00
DEPARTMENT TOTAL:						15,176.61
DEPARTMENT: 13 PARKS AND RECREATION						
19-0245	01-B1019	BEN E. KEITH FOODS INC -	OКСNACKS FOR CAMP	7/2018	63985176	462.05
19-0260	01-C0289	CLEAR MARKETING CONCEPTS LLC	MC WILD HORSE RADIO	7/2018	3198	1,800.00
19-0171	01-C1562	RUTH ELAINE COUTS	ENSEMBEL TEACHER	7/2018	201807168022	90.00
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2018	201807127993	374.95
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	7/2018	201807127995	9.68
19-0262	01-R0153	REACH SPORTS MARKETING GROU	TV MENU, ANNOUNCEMENTS, A	7/2018	55114	2,254.00
19-0232	01-S0013	UNIVERSITY OF OKLAHOMA -	STFIELD TRIP FOR SUMMER CAM	7/2018	10004104	256.00
DEPARTMENT TOTAL:						5,246.68
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0044	01-M0160	MUNICIPAL CODE CORPORATION	WEBSITE HOSTING & SUPPORT	7/2018	313480	3,000.00
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2018	201807127993	20.78
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	7/2018	201807127995	25.16
19-0337	01-R0132	TIM ROONEY	REIMBURSEMENT FOR MEETING	7/2018	201807128000	99.78
19-0311	01-S0010	SYNCHRONY BANK	ANNUAL MEMBERSHIP DUES	7/2018	201807128001	85.00
19-0309	01-S0093	SMART TECHNOLOGIES, INC	MAINTENANCE AGREEMENT	7/2018	717715	6,779.95
DEPARTMENT TOTAL:						10,010.67

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
19-0252	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF T.C.	7/2018	104916	4,435.00
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	7/2018	201807128007	33.24
19-0175	01-F0078	DAIHOUS USA, INC	COFFEE SUPPLIES	7/2018	218705	101.00
19-0176	01-L0052	LOCKE SUPPLY CO	LIGHTS & SUPPLIES	7/2018	34794941-00	112.78
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2018	201807127993	419.69
19-0387	01-S0070	THE SHERWIN-WILLIAMS CO.	PAINT	7/2018	0252-4	40.60
DEPARTMENT TOTAL:						5,142.31
DEPARTMENT: 19 BALL COMPLEX						
19-0249	01-A0131	JAMES HILLIS	PORT-A-POTTIES	7/2018	21775	397.00
19-0243	01-B1019	BEN E. KEITH FOODS INC - OK	FOOD FOR CONCESSION	7/2018	63981623	1,962.44
19-0397	01-C1087	LANCE F. CHAPMAN	UMPIRING OF GAMES	7/2018	201807128013	180.00
19-0396	01-D0082	MICHAEL P DENNY	UMPIRING OF GAMES	7/2018	201807128012	120.00
19-0400	01-F0115	KENNETH LEE FAIRLEY	UMPIRING OF GAMES	7/2018	201807128016	180.00
19-0401	01-G0064	ROBERT LAWRENCE GRAHAM	UMPIRING OF GAMES	7/2018	201807128017	180.00
19-0393	01-H0140	ISAAC E HARDY	UMPIRING OF GAMES	7/2018	201807128009	140.00
19-0242	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	7/2018	6942118	1,452.22
19-0239	01-M1000	MAZZIO'S MUSTANG INC	PIZZA FOR CONCESSIONS	7/2018	175940	258.50
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2018	201807127993	35.83
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	7/2018	201807127995	396.00
19-0241	01-P0144	PEPSI-COLA METROPOLITAN BOT	DRINKS FOR CONCESSION	7/2018	16091157	310.67
19-0402	01-R0125	RAFAEL ROSALIO	UMPIRING OF GAMES	7/2018	201807128018	160.00
19-0394	01-R0182	HECTOR RAFAEL RIVERA	UMPIRING OF GAMES	7/2018	201807128010	160.00
19-0395	01-R091	CARL R. RICKERT	UMPIRING OF GAMES	7/2018	201807128011	160.00
19-0399	01-T0172	ROBERTO THOMPSON	UMPIRING OF GAMES	7/2018	201807128015	160.00
19-0398	01-W0122	MICHEAL WALTON	UMPIRING OF GAMES	7/2018	201807128014	160.00
DEPARTMENT TOTAL:						6,412.66
DEPARTMENT: 20 AQUATICS						
19-0321	01-C0044	CARDINAL POOLS OF OKLAHOMA,	AQUATIC CHEMICALS	7/2018	243110	960.00
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2018	201807127993	86.76
DEPARTMENT TOTAL:						1,046.76

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
19-0423	01-W0110	JANET WATTS	PIERCE TRAVEL	7/2018	201807168033	25.00
DEPARTMENT TOTAL:						25.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0229	01-0065	OKLAHOMA CODE ENFORCEMENT	ABASIC CODE CLASS	7/2018	201807127997	200.00
DEPARTMENT TOTAL:						200.00
DEPARTMENT: 41 POLICE						
19-0123	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	7/2018	104918	1,295.00
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	7/2018	201807128007	76.68
19-0149	01-C1136	THE CITY OF OKLAHOMA CITY	RADIO USAGE & MAINTENANCE	7/2018	MUSTANG-CRF 02 A	11,314.00
19-0139	01-G0067	GREGORY TERMITE & PEST	CONTANNUAL TERMITE AGREEMENT	7/2018	201807127989	445.00
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2018	201807127993	160.22
19-0343	01-S0206	STOLZ TELECOM, LLC	MOUNTING KIT, REPLACEMENT	7/2018	3272	553.20
19-0386	01-S1002	STERLING & SONS ELECTRIC,	LELECTRICAL WORK	7/2018	3524	291.00
DEPARTMENT TOTAL:						14,135.10
DEPARTMENT: 51 FIRE						
19-0219	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	7/2018	D132528	9.75
19-0363	01-E0043	EMERGENCY MEDICAL SERVICES	ALS - SUBSIDY 2018-2019	7/2018	201807127988	2,000.00
19-0364	01-E0144	REPORTING SYSTEMS, INC.	YEARLY FIRE & EMS PACKAGE	7/2018	2018-3197	2,976.00
19-0224	01-00025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & M	7/2018	0309-272310	4.29
19-0362	01-00095	OKLAHOMA FIRE CHIEFS ASSOCIO	FCA - MEMBERSHIP DUES	7/2018	201807127998	126.00
DEPARTMENT TOTAL:						5,116.04
DEPARTMENT: 61 STREETS						
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	7/2018	201807127993	354.00-
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	7/2018	201807127995	83.48
DEPARTMENT TOTAL:						270.52-
FUND TOTAL:						63,156.31

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
19-0487	01-M0274	JAHAVEN MORSE	CHAIR MASSAGES/EMPLOYEE A	7/2018	201807248049	400.00
DEPARTMENT TOTAL:						400.00
FUND TOTAL:						400.00

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
19-0313	01-L0070	LUTHER SIGN CO	PARK INFO SIGNS	7/2018	11710	131.00
DEPARTMENT TOTAL:						131.00
FUND TOTAL:						131.00

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FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 ADMINISTRATION						
19-0360	01-G0030	GENERAL FUND	TRANSFER TO GENERAL FUND	7/2018	201807127990	1,466.00
19-0373	01-S0284	DAVID SNIDER	SCHOLAR FOR BOOK DISCUSSI	7/2018	201807128002	150.00
DEPARTMENT TOTAL:						1,616.00
FUND TOTAL:						1,616.00

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FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0329	01-S0093	SMART TECHNOLOGIES, INC	COMPUTER FOR FRONT DESK	7/2018	717710	1,359.00
DEPARTMENT TOTAL:						1,359.00
DEPARTMENT: 41 POLICE						
19-0150	01-R0147	RCB BANK	2ND YEAR LEASE PURCHASE	7/2018	2018-02	77,289.20
DEPARTMENT TOTAL:						77,289.20
FUND TOTAL:						78,648.20

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
19-0118	01-A87	ASSOCIATED UNDERWRITERS, IN	ANNUAL EXCESS WORKERS COM	7/2018	501322	70,153.00
19-0421	01-D0142	DJO GLOBAL, INC.	WORKERS COMP CLAIM	7/2018	201807168031	106.25
19-0416	01-E0007	EMERGENCY PHYSICIANS OF MID	WORKERS COMP CLAIM	7/2018	201807168026	88.73
19-0419	01-I1132	INTEGRIS BAPTIST MEDICAL CE	WORKERS COMP CLAIM	7/2018	201807168029	1,140.54
19-0420	01-M0087	MERCY CLINIC OKLAHOMA COMMU	WORKERS COMP CLAIM	7/2018	201807168030	22.10
19-0382	01-M0267	MEDICAL CLAIMS REVIEW SERV	MEDICAL BILL AUDIT FEE	7/2018	201807127985	52.50
19-0422	01-M0267	MEDICAL CLAIMS REVIEW SERV	MEDICAL BILL AUDIT FEE	7/2018	201807168032	167.68
19-0417	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	7/2018	201807168027	1,774.02
19-0415	01-M1800	MATRIX HEALTHCARE SERVICES,	WORKERS COMP CLAIM	7/2018	201807168025	62.98
19-0383	01-O0119	OHH PHYSICIANS, LLC	WORKERS COMP CLAIM	7/2018	201807127986	25.00
19-0418	01-R0019	RADIOLOGY ASSOCIATES, LLC	WORKERS COMP CLAIM	7/2018	201807168028	137.93
19-0414	01-V0106	VALIR OUTPATIENT CLINICS MA	WORKERS COMP CLAIM	7/2018	201807168024	431.24
DEPARTMENT TOTAL:						74,161.97
FUND TOTAL:						74,161.97
GRAND TOTAL:						231,797.17

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	7/2018	3613A	1,552.65
19-0010	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	8/2018	201807318069	1,600.00
19-0083	01-M0180	MUSTANG CHAMBER OF COMMER	ANNUAL FUNDING	8/2018	14793	15,000.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	30.00
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MI	ATTORNEY EXPENSES/PROSECU	7/2018	18452A	412.01
19-0109	01-Y0010	YOUTH & FAMILY SERVICES, I	ANNUAL CONTRACT	7/2018	201807318104	5,000.00
DEPARTMENT TOTAL:						23,594.66
DEPARTMENT: 11 CITY MANAGER						
19-0045	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	8/2018	105821	675.00
19-0084	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	7/2018	14687	340.00
19-0084	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	8/2018	14794	78.00
19-0080	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	7/2018	MT606297	28.00
19-0539	01-M0305	MUSTANG ATHLETIC DEPARTMENT	HALL OF FAME BANQUET	8/2018	201808028121	350.00
19-0027	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	8/2018	201808028129	260.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	70.00
19-0474	01-R0132	TIM ROONEY	MILEAGE REIMBURSEMENT	7/2018	201807318100	114.45
19-0117	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	7/2018	67194	487.62
DEPARTMENT TOTAL:						2,403.07
DEPARTMENT: 12 LIBRARY						
19-0355	01-B1023	BTAC ACQUISITION CORP.	NON-FICTION BOOKS	7/2018	5015091994	47.48
19-0191	01-F0001	FARONICS TECHNOLOGIES USA	IDEEP FREEZE LICENSES	7/2018	136671	315.00
19-0353	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS FOR COLLE	7/2018	96298166	221.58
19-0211	01-M0266	CREATIVE EMPIRE, LLC	2019 SUBSCRIPTION RENEWAL	7/2018	3546	2,894.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	10.00
DEPARTMENT TOTAL:						3,488.06
DEPARTMENT: 13 PARKS AND RECREATION						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	8/2018	201807318065	98.00
19-0268	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	7/2018	201807318089	3.50
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC	COMOELECTRIC SERVICES	7/2018	201807318098	103.23
19-0230	01-O0231	OK RAILROAD MUSEUM, LTD	SUMMER CAMP FIELD TRIP	7/2018	201807318097	21.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	125.00
19-0388	01-S0004	S&S WORLDWIDE, INC	MISC. CRAFT ITEMS	7/2018	10352484	661.48
19-0267	01-V0050	CELLCO PARTNERSHIP	JET PACKS & PHONE	7/2018	9811394293F	125.37
DEPARTMENT TOTAL:						1,137.58

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	8/2018	201807318065	133.00
19-0056	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET SERVIC	7/2018	201807318090	3,276.84
19-0071	01-F0078	DAIOHS USA, INC	CITY HALL COFFEE SERVICE	7/2018	219303	69.25
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	8/2018	025-230959	250.00
19-0013	01-K0053	KG HOLDINGS, LP	STAGE INCENTIVE PAY	8/2018	201807318075	4,833.33
19-0014	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER-PAYBACK INCENT	8/2018	201807318070	5,000.00
19-0457	01-L0052	LOCKE SUPPLY CO	BALLASTS FOR CITY HALL	7/2018	34856016-00	19.32
19-0338	01-O1177	STATE OF OKLAHOMA	SALES TAX PAYABLE	7/2018	201808028132	2,430.82
19-0025	01-P0151	PB EQUIPMENT MANAGEMENT	INCLEASE ON MAIL MACHINE	8/2018	3306758517	296.80
19-0096	01-PI051	THE PITNEY BOWES BANK INC	BULK POSTAGE	7/2018	201807318099	2,882.01
19-0311	01-S0010	SYNCHRONY BANK	ANNUAL MEMBERSHIP DUES	7/2018	201807318101	2.00
19-0099	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	7/2018	865279	2,744.95
19-0308	01-S0306	SETH B SHAY	PEST CONTROL	7/2018	201807318102	600.00
19-0100	01-S0330	STREETS, LLC	MAINTENANCE AGREEMENT	7/2018	S44/0718	3,269.25
19-0307	01-S1002	STERLING & SONS ELECTRIC,	LCHANGE OUT BALLASTS	7/2018	3533	100.00
DEPARTMENT TOTAL:						25,907.57
DEPARTMENT: 16 TRANSFERS						
19-0016	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000	8/2018	201807318077	8,000.00
19-0017	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	SALES TAX TRANSFER	8/2018	201807318078	480,000.00
DEPARTMENT TOTAL:						488,000.00
DEPARTMENT: 18 TOWN CENTER						
19-0252	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF T.C.	8/2018	105820	4,435.00
19-0175	01-F0078	DAIOHS USA, INC	COFFEE SUPPLIES	7/2018	219305	61.45
19-0176	01-L0052	LOCKE SUPPLY CO	LIGHTS & SUPPLIES	7/2018	34914664-00	23.06
19-0035	01-M0128	MAC FIRE SYSTEMS, INC	MONTHLY MONITORING	7/2018	21717	435.00
19-0180	01-M0205	ROGER HAYES	REPAIRS TO DOORS & WINDOW	7/2018	679432	460.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	20.00
19-0177	01-S1002	STERLING & SONS ELECTRIC,	LELECTRICAL REPAIRS	8/2018	3537	664.00
19-0178	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES & EQU	7/2018	446587628	521.80
19-0184	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS TO RTU 7	7/2018	20547317670	1,775.00
19-0185	01-W0139	WEATHERMAN MECHANICAL, INC	HVAC REPAIRS	7/2018	2327417740	716.58
DEPARTMENT TOTAL:						9,111.89

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
19-0249	01-A0131	JAMES HILLIS	PORT-A-POTTIES	7/2018	22001	147.00
19-0234	01-B0154	ICE MAKER SALES & SERVICE,	REFRIGERATOR & FREEZER RE	7/2018	1060558	305.89
19-0243	01-B1019	BEN E. KEITH FOODS INC -	OKFOOD FOR CONCESSION	7/2018	63990237	2,688.70
19-0315	01-B1026	B&C APPAREL	LEAGUE SHIRTS	7/2018	35120	2,290.00
19-0405	01-D0146	KENNETH WILSON	RINGS & PLAQUES FOR TOURN	7/2018	201807318092	825.00
19-0242	01-I1119	STEPHENSON WHOLESALE CO,	INFOOD FOR CONCESSION	7/2018	6954816	1,077.44
19-0239	01-M1000	MAZZIO'S MUSTANG INC	PIZZA FOR CONCESSIONS	7/2018	175946	406.00
19-0239	01-M1000	MAZZIO'S MUSTANG INC	PIZZA FOR CONCESSIONS	8/2018	838802	28.00
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICES	7/2018	201807318098	159.64
19-0241	01-P0144	PEPSI-COLA METROPOLITAN	BOTDRINKS FOR CONCESSION	7/2018	9698658	1,166.90
19-0318	01-Q0013	QUICKSCORES LLC	ONLINE SCHEDULES FOR LEAG	7/2018	181715	217.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	50.00
19-0240	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	7/2018	447536400	34.20
DEPARTMENT TOTAL:						9,395.77
DEPARTMENT: 20 AQUATICS						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	30.00
19-0322	01-S9983	SUNBELT POOLS, INC	AQUATIC CHEMICALS	7/2018	36861-1	3,097.31
DEPARTMENT TOTAL:						3,127.31
DEPARTMENT: 21 FINANCE						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	40.00
DEPARTMENT TOTAL:						40.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0278	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	7/2018	R570206	15.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	70.00
19-0287	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	7/2018	9811394293E	132.09
DEPARTMENT TOTAL:						217.09

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
19-0123	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	7/2018	105822	1,295.00
19-0129	01-C0107	CIRCA, INCORPORATED	ANNUAL SERVICE CONTRACT	7/2018	21233	375.00
19-0038	01-F0078	DAIOHS USA, INC	COFFEE SERVICE & ICE RENT	7/2018	219310	248.75
19-0520	01-F0123	FRONTIER CHEVROLET CO	VEHICLE MAINTENANCE	7/2018	481608	465.58
19-0468	01-G0199	GRAYBAR ELECTRIC COMPANY, I	VIKING DIALER/ANNOUNCER	7/2018	9305181525	203.08
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	710.00
19-0154	01-S0330	STREETS, LLC	HEAT, AIR & BOILER MAINTEN	7/2018	S43/43B-0718	5,130.00
19-0386	01-S1002	STERLING & SONS ELECTRIC, L	ELECTRICAL WORK	7/2018	3528	99.00
19-0469	01-S1224	SPRINT PRINT INC	CALL FOR SERVICE CARDS	7/2018	72647	285.00
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	7/2018	9811394293C	20.78
DEPARTMENT TOTAL:						8,832.19
DEPARTMENT: 42 ANIMAL WELFARE						
19-0525	01-01277	STATE OF OKLAHOMA	TAG & REGISTRATION FOR TR	7/2018	201807318105	45.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	15.00
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	7/2018	9811394293C	74.12
DEPARTMENT TOTAL:						134.12
DEPARTMENT: 44 POLICE DISPATCH						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	60.00
DEPARTMENT TOTAL:						60.00
DEPARTMENT: 51 FIRE						
19-0222	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. BUILDING REPAIR	7/2018	150608	14.00
19-0433	01-C0060	CRAIG CARRUTH	PER-DIEM FOR IAFC	7/2018	201807318091	120.00
19-0219	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	7/2018	L133067	2.50
19-0380	01-E0144	REPORTING SYSTEMS, INC.	WEB SERVICES FOR CAD LINK	7/2018	2018-4683	915.75
19-0540	01-N0125	NATIONAL REGISTRY OF EMERGE	UNIFORM PATCHES	8/2018	40649	140.00
19-0224	01-O0025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & M	7/2018	0309-275960	50.83
19-0434	01-O0112	OKC RADIO SHOP	USAGE CONTRACT	7/2018	MUSTANG-CRF02	8,194.00
19-0220	01-O0227	OVERHEAD DOOR COMPANY OF OK	BAY DOOR REPAIRS	7/2018	269405	411.50
19-0458	01-O0227	OVERHEAD DOOR COMPANY OF OK	REPLACE MOTOR TO DOOR 2	7/2018	269427	1,200.00
19-0349	01-P0059	FERGUSON ENTERPRISES, INC	COMPLETE PILOT GAUGE ASSE	7/2018	113227	217.89
19-0378	01-P0161	PHYSIO CONTROL, INC	CODE STAT 10, MAINTENANCE	7/2018	418173045	1,624.68
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318072	850.00
19-0327	01-S0088	SPECIAL OPS UNIFORMS, INC	CLASS A'S FOR NEW FIREFIG	7/2018	279482	456.94
19-0326	01-S1015	S&S TEXTILES, INC	UNIFORM FOR NEW FIREFIGHT	8/2018	48554	10.00
19-0227	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	7/2018	825 1292837	41.93
19-0218	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	7/2018	201807318060	21.64
DEPARTMENT TOTAL:						14,271.66

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61 STREETS						
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICES		7/2018	201807318098	61.38
DEPARTMENT TOTAL:						61.38
FUND TOTAL:						589,782.35

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
19-0497	01-G0030	GENERAL FUND	STATE AID GRANT - SALARY	7/2018	201807318093	7,367.66
19-0190	01-M0263	MIDWEST TAPE, LLC	DVD'S & AUDIOBOOKS FOR YO	7/2018	96279354	243.02
19-0371	01-W0176	ELIZABETH HARDEN WILLNER	SCHOLAR FOR BOOK DISCUSI	7/2018	201807318103	150.00
DEPARTMENT TOTAL:						7,760.68
FUND TOTAL:						7,760.68

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
19-0447	01-L0121	ANTHONY W. SMITH	SERVICE DOG COURSE	7/2018	201807318096	1,000.00
19-0448	01-M0301	AARON MEADOWS	PER-DIEM FOR COURSE	7/2018	201807318095	220.00
DEPARTMENT TOTAL:						1,220.00
FUND TOTAL:						1,220.00

8/02/2018 12:14 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	8/2018	201807318074	10,400.00
DEPARTMENT TOTAL:						10,400.00
DEPARTMENT: 51 FIRE						
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	8/2018	201807318074	10,400.00
DEPARTMENT TOTAL:						10,400.00
FUND TOTAL:						20,800.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
19-0316	01-U3760	U.S. TECHNOLOGIES, INC.	ACCESS CONTROL SYSTEM	7/2018	7840	39,991.61
DEPARTMENT TOTAL:						39,991.61
DEPARTMENT: 42 ANIMAL WELFARE						
19-0467	01-H0050	HUDIBURG CHEVROLET	ANIMAL WELFARE VEHICLE	7/2018	K1101463	27,394.00
DEPARTMENT TOTAL:						27,394.00
DEPARTMENT: 61 STREETS						
19-0385	01-S1002	STERLING & SONS ELECTRIC, LELECTRICAL INSTALLATION		7/2018	3526	4,300.00
DEPARTMENT TOTAL:						4,300.00
DEPARTMENT: 72 WATER						
19-0217	01-C1197	CORE & MAIN LP	WATER METERS	7/2018	J172885	2,250.50
DEPARTMENT TOTAL:						2,250.50
FUND TOTAL:						73,936.11

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
19-0465	01-B0268	BREG, INC.	WORKERS COMP CLAIM	7/2018	201807318085	526.42
19-0533	01-D0142	DJO GLOBAL, INC.	WORKERS COMP CLAIM	8/2018	201808028122	24.00
19-0451	01-E0143	EMSA-WESTERN DIVISION	WORKERS COMP CLAIM	7/2018	201807318086	836.81
19-0534	01-H0150	HUMAN PERFORMANCE CENTER #7	WORKERS COMP CLAIM	8/2018	201808028123	254.19
19-0532	01-I1132	INTEGRIS BAPTIST MEDICAL CE	WORKERS COMP CLAIM	8/2018	201808028124	2,806.11
19-0535	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	8/2018	201808028125	814.03
19-0452	01-T024	THE PHYSICIANS GROUP LLC	WORKERS COMP CLAIM	7/2018	201807318087	239.73
19-0536	01-T024	THE PHYSICIANS GROUP LLC	WORKERS COMP CLAIM	8/2018	201808028126	88.74
19-0464	01-Z0013	ZEIDERS ORTHOPEDIC, PLLC	WORKERS COMP CLAIM	7/2018	201807318088	88.74
DEPARTMENT TOTAL:						5,678.77
FUND TOTAL:						5,678.77

July 2018 PAYROLL

FUND 01	GENERAL FUND	
501	CITY ATTORNEY	\$ 13,938.69
511	CITY MANAGER	\$ 35,074.00
512	LIBRARY	\$ 27,256.55
513	PARKS & RECREATION	\$ 91,243.49
518	TOWN CENTER	\$ 6,957.02
519	BALL COMPLEX	\$ 21,221.95
520	AQUATICS	\$ 53,899.01
521	FINANCE	\$ 48,775.70
531	COMMUNITY DEVELOPMENT	\$ 32,890.61
541	POLICE	\$ 211,884.31
542	ANIMAL CONTROL	\$ 5,825.58
543	OHSO GRANT	\$ 2,138.67
544	POLICE DISPATCH	\$ 30,505.18
551	FIRE	\$ 208,255.57
TOTAL		\$ 789,866.33

FUND 69	RISK MANAGEMENT	
69	WORKERS COMP	\$ 4,997.78
TOTAL		\$ 4,997.78

July 2018 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 2,000.00
512	LIBRARY	\$ 12,000.00
513	PARKS & RECREATION	\$ 12,000.00
515	GENERAL GOVERNMENT	\$ 5,000.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 1,000.00
531	COMM. DEV.	\$ 1,400.00
541	POLICE	\$ 3,500.00
551	FIRE	\$ 3,000.00
TOTAL		\$ 42,900.00

The City Manager has the authority to approve all claim's up to \$50,000 per Ordinance #1153.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-5
2. **DATE:** AUGUST 7, 2018
3. **TITLE:** Approval to turn past due utility accounts over to the collection agency
4. **COUNCIL ACTION:** Approve or Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,053.25 excluding collection agency fees.
7. **STAFF SOURCE:** Janet Watts, Finance Director
8. **FINANCIAL IMPACT:** Bad debt write-off of \$2,053.25
9. **STAFF COMMENTS:** Recommends turning accounts over to collections.
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

08/07/2018

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
09-0228-07	BLOCKER, HEATHER	753 W FORSTER DR MUSTANG, OK 73064	315 ADAMS AVE NW PIEDMONT, OK 73078	\$ 39.09		
START DATE:						
FINAL DATE:						
09-0035-15	DOVE, EVA	726 W FORSTER DR MUSTANG, OK 73064	9717 NW 10TH #20 OKC, OK 73127	\$ 97.23		
START DATE:						
FINAL DATE:						
09-0221-18	FORD, CHARLOTTE & DAVID	737 W FORSTER DR MUSTANG, OK 73064	737 W FORSTER DR MUSTANG, OK 73064	\$ 398.43		
START DATE:						
FINAL DATE:						
13-0130-08	GRAESSLE, HERBERT & AMANDA	321 W MAPLE BRANCH WAY MUSTANG, OK 73064	9625 SUN DROP PL OKC, OK 73128	\$ 193.24		
START DATE:						
FINAL DATE:						
06-0431-01	HUNT, JEREMY	241 W SHANNON CT WAY MUSTANG, OK 73064	1241 W SHANNON CT WAY MUSTANG, OK 73064	\$ 52.07		
START DATE:						
FINAL DATE:						
17-0359-10	HERNANDEZ, JUAN GOMEZ, MARIA	535 E HILLCREST LN MUSTANG, OK 73064	535 E HILLCREST LN MUSTANG, OK 73064	\$ 150.49		
START DATE:						
FINAL DATE:						
15-0025-04	JOHNSTON, BRENT	411 E GREENWOOD LN MUSTANG, OK 73064	411 E GREENWOOD LN MUSTANG, OK 73064	\$ 179.36		
START DATE:						
FINAL DATE:						
06-0225-01	JONES, SHANE	917 N CRYSTAL WAY MUSTANG, OK 73064	2216 SOUTH SANTA FE APT 203 MOORE, OK 73160	\$ 123.59		
START DATE:						
FINAL DATE:						
08-0007-08	MAYO, RICHARD	518 S SHEPHERD DR MUSTANG, OK 73064	518 S SHEPHERD DR MUSTANG, OK 73064	\$ 176.63		
START DATE:						
FINAL DATE:						
18-0096-23	MENDOZA, CHRISTINA	1828 E SH 152 MUSTANG, OK 73064	11501 SW 15TH ST APT 613 YUKON, OK 73099	\$ 12.01		
START DATE:						
FINAL DATE:						
09-0277-10	NUNN, CHERYN	524 W PERRY DR MUSTANG, OK 73064	7308 S KLEIN AVE OKC, OK 73139	\$ 20.75		
START DATE:						
FINAL DATE:						
21-0214-07	PARROTT, DEVIN & MCKINLEY	2000 EAST HILL TERR MUSTANG, OK 73064	2000 EAST HILL TERR MUSTANG, OK 73064	\$ 17.76		
START DATE:						
FINAL DATE:						
06-0151-15	RICHARDSON, JOEL	1102 W GLADYS WAY MUSTANG, OK 73064	2100 E SOUTH LAKE VIEW LN MUSTANG, OK 73064	\$ 91.44		
START DATE:						

FINAL DATE:			
05-0123-12	SHORT, SARAH	1036 W WINDSOR WAY MUSTANG, OK 73064	PO BOX 644 MUSTANG, OK 73064
START DATE:			
FINAL DATE:			
10-0088-10	SMITH, CRAIG	623 W ELDER DR MUSTANG, OK 73064	623 W ELDER DR MUSTANG, OK 73064
START DATE:			
FINAL DATE:			
14-0034-16	WIGLEY, JAMES W	117 E CARSON LN MUSTANG, OK 73064	117 E CARSON LN MUSTANG, OK 73064
START DATE:			
FINAL DATE:			
13-0150-04	YOUNG, ERIC & KIRA	126 W BRANCHES WAY MUSTANG, OK 73064	11212 WESTFIELD BLVD CARMEL, IN 46032
START DATE:			
FINAL DATE:			

ACCOUNTS: 17

TOTALS: \$ 2,053.25 \$ 718.64 \$ 2,771.89

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-6
- 2. MEETING DATE:** August 7, 2018
- 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 \$261.07 excluding collection agency fees.
- 7. FINANCIAL IMPACT:**
Inventory loss of \$261.07
- 8. STAFF COMMENTS:** Recommend Approval
- 9. STAFF SOURCE:** Julie Slupe, Library Director
- 10. CITY ATTORNEY COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for JULY, 2018

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0073630	NIMA TASETANO KOONCE	OKLAHOMA CITY, OK 73119	\$63.44	
3	0073609	Erin K. Howard	Oklahoma City, OK 73169	\$83.93	
4	0063242	Erin K. Howard	Oklahoma City, OK 73169	\$40.73	
5	0063242	Erin K. Howard	Oklahoma City, OK 73169	\$72.97	
6					
7					
8					
9					
10					
11					
12					
13					
14					
15			TOTAL FOR INDIVIDUALS	\$261.07	
16					
17			TOTAL FOR ILL	0.00	
18					
19			OVERALL TOTAL	261.07	
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: August 7, 2018

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 19-005 for a Budget Supplemental in the Library Fund for the Fiscal Year 2018-2019.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$1,466 from Oklahoma State Aid – Department of Libraries for fiscal year 2018 State Aid Grant (10%). The Mustang Public Library met the requirements of the original grant and received the remaining ten percent that was withheld. The grant monies have been used to (partially) fund a Youth Services Assistant position.

A supplemental appropriation to increase the Library Fund in the amount of \$1,466 to be appropriated in fiscal year 2019.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Julie Slupe, Library Director

10. ORDINANCE /RESOLUTION NO. 19-005

RESOLUTION NO. 19-005

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2018-2019 FISCAL YEAR BUDGET BY \$1,466.

WHEREAS, The Library Department received \$1,466 from Oklahoma State Aid – Department of Libraries for fiscal year 2018 State Aid Grant (10%). The Mustang Public Library met the requirements of the original grant and received the remaining ten percent that was withheld. The grant monies have been used to (partially) fund a Youth Services Assistant position;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
State Aid Grant (07-45112)	\$1,466
Expenditures:	
State Aid Grant (07-507-5630)	<u>\$1,466</u>
Total	<u>\$1,466</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **7th** day of **August 2018**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: August 7, 2018

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 19-007 for a Budget Supplemental in the General Fund for the Fiscal Year 2018-2019.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

Parks & Recreation Department received \$8,750 from Oklahoma Municipal Assurance Group (OMAG) due to 2005 GMC Chevy Truck collision.

A supplemental appropriation to increase the General Fund in the amount of \$8,750 to be appropriated in fiscal year 2019.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Jean Heasley, Parks & Recreation Assistant Director

10. ORDINANCE / RESOLUTION NO. 19-007

RESOLUTION 19-007

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2018-2019 FISCAL YEAR BUDGET BY \$8,750.

WHEREAS, Parks & Recreation Department received \$8,750 from Oklahoma Municipal Assurance Group (OMAG) due to 2005 GMC Chevy Truck collision;

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)	\$8,750
Expenditures:	
Services/Equipment/Capital (01-519-5971)	<u>\$8,750</u>
Total	<u>\$8,750</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council on this **7th** day of **August 2018**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: F-9
2. MEETING DATE: August 7, 2018
3. TITLE: Approve Renewal of Agreement with the Canadian County Sheriff's Office to hold excess prisoners.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Robert Groseclose, Chief of Police
6. BACKGROUND: This is a renewal of an agreement with the Canadian County Sheriff to hold over flow prisoners. The city has had this agreement since 2001 and it has proven itself to be very advantageous.

There are no changes to the agreement other than the effective dates and cost per day. The cost per day changes from \$31.00 to \$32.00.

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

This expense is budgeted in FY 2018-2019 police budget.
7. FINANCIAL IMPACT: \$ 500.00
8. STAFF'S COMMENTS: Recommend Approval
9. STAFF SOURCE Rob Groseclose, Chief of Police
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION NO./ORDINANCE NO. _____

Emergency Phone
(405) 262-3434

Non-Emergency Phone
(405) 422-3187

FAX Number
(405) 422-2430



Randall Edwards - Sheriff

208 W. Rogers St.
El Reno, Oklahoma 73036

Renewal of Inter-local Cooperation Agreement
CONTRACT
01 July 2018

The **Canadian County Sheriff's Office** and the **City of Mustang** are parties to an Inter-local Cooperation Agreement covering the period from July 01, 2018 to June 30, 2019.

The Agreement for Holding Prisoners is renewable on a year-to-year basis at the option of either party. The parties hereby acknowledge that the Agreement for Holding Prisoners has been renewed by the **City of Mustang** and the Canadian County Sheriff's Office for the period **July 1, 2018 through June 30, 2019**.

The terms of the "**Original Agreement**" shall remain in effect for such period at the contract rate of **\$32.00 per day**.

Canadian County Sheriff's Office

City of Mustang, Oklahoma

Sheriff of Canadian County

Mayor

Or

Undersheriff

Clerk

This Inter-local Cooperation Agreement is hereby Approved this ____ Day of _____ 2018.

Witness-Chief of Police

CANADIAN COUNTY SHERIFF'S OFFICE

Chris West
Sheriff



Kevin L. Ward
Undersheriff

RENEWAL

INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered this 1st day of July, 2018, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**," and the **City of Mustang**, hereinafter referred to as the "**City**," the execution of which being duly authorized by and approved by the respective governing body of each such entity by appropriate resolution, witnesseth:

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

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

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

I. Term of Agreement

The terms of this agreement shall be from July 1, 2018 to June 30, 2019, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

II. Statement of Services

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

III. County Responsible for Safe and Secure Custody

IV.

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

V. Town Responsible for Records

VI.

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

VII. Basic Medical Care

VIII.

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

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

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

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

IX. Cost Per Day

The cost per day for each **City** prisoner detained and cared for in the **County jail facility** to be paid by the **City** to **County** shall be **Thirty-Two (\$32.00) Dollars per day** for each prisoner for the term hereof. A day, for the purpose of this agreement, is a calendar or any part thereof, and not a twenty-four (24) hour time period. Said rate is subject to re-negotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

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

It is agreed by the **City** that the fee for housing each prisoner shall be paid for each and every day or part thereof on a **City** charge(s) or if booked into the **Canadian jail facility** for state charge(s), the prisoner will be considered a **City** prisoner until appropriate documentation has been

received from the Canadian County District Attorney's Office indicating that the district court charges will be filed on the prisoner.

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

X. Billing Period

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

XI. Hold Harmless Clause

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

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

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

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

Approved by **Mustang City Council** on this _____ day of 2018.

Mayor

Police Chief

Deputy City Clerk

Canadian County Sheriff

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-1
2. MEETING DATE: August 7 2018
3. TITLE: Declare Surplus 3 Police Chargers units #202 #203 & #210 and Authorize Disposal of those Items
Approval of City of Guthrie Inter-local Agreement (surplus vehicle sale)
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Robert Groseclose, Police Chief
6. BACKGROUND: Attached, for your information and review, is a proposed agreement between the City of Mustang and the City of Guthrie outlining the sale of 3 surplus Dodge Charger Police vehicles.
7. FINANCIAL IMPACT: If agreement is approved, the City of Mustang would be given a total of \$21,500 for the purchase of 3 used police vehicles
8. STAFF COMMENTS: Staff recommends City Council approval to declare vehicles surplus, authorizing disposal, and approval of Inter-local Agreement.
9. STAFF SOURCE: Robert Groseclose, Police Chief
10. RESOLUTION / ORDINANCE: None

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MUSTANG
AND THE CITY OF GUTHRIE**

This Interlocal Cooperation Agreement ("Agreement") is entered into this ____ day of August, 2018, by and between the City of Mustang, a municipal corporation (hereinafter, "Mustang") and the City of Guthrie (hereinafter, "Guthrie"), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

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

WHEREAS, the parties desire to enter into this Agreement to facilitate the sale by the City of Mustang of used police vehicles to the City of Guthrie, in order to enhance the ability of the City of Guthrie to provide protective services to the public and to thereby to cooperatively increase the public safety efforts of both cities.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, it is hereby agreed by and between the parties that:

1. The City of Mustang hereby sells and transfers to the City of Guthrie the following used police vehicles, for the prices set forth beside each vehicle, and shall deliver Oklahoma Certificates of Title to the City of Guthrie for each vehicle:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u>	<u>Price</u>
2010	Dodge	Charger	2B3AA4CT7AH166237	\$6,500
2010	Dodge	Charger	2B3CA4CT5AH203293	\$6,500
2012	Dodge	Charger	2C3CDXAT5CH287908	\$8,500

2. The City of Guthrie accepts delivery of the used police vehicles, and acknowledges and agrees that the vehicles are accepted in an "as is" condition, with all faults, and that the transfer of the vehicles from the City of Mustang to the City of Guthrie is made without express or implied warranty of any kind on the vehicles, other than that the City of Mustang warrants that it has good title to the vehicles, free and clear of an encumbrances.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signature and seals on the dates set forth below:

Approved this _____ day of August, 2018.

THE CITY OF MUSTANG, OKLAHOMA

By _____
Jess Schweinberg, Mayor

ATTEST: (Seal)

Lisa Martin, City Clerk

THE CITY OF GUTHRIE, OKLAHOMA

By Steve J. Gentling
Steve Gentling, Mayor

ATTEST: (Seal)

Kim Biggs
Kim Biggs, City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-2

2. MEETING DATE: August 7, 2018

3. TITLE: Approval of Municipal Lease/Purchase Agreement with RCB Bank for a Three (3) Year Lease/Purchase Agreement for Two (2) Police Vehicles.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Robert Groseclose Chief of Police

6. BACKGROUND: The FY 19 City of Mustang Police Budget includes funding in the amount of \$37,670 (FY19) in the Limited Purpose Fund for the first year lease/purchase of two police vehicles including necessary emergency equipment and installation for these vehicles. The shortfall for the FY19 payment of \$332.14 will be funded by the sale of three (3) vehicles to the City of Guthrie.

Research has shown RCB Bank to offer the lowest finance rate of 3.05% for a three (3) year lease-purchase agreement. Banks and other financial institutions in the Mustang area were surveyed and it was determined that none could match or reduce the rate offered by RCB Bank.

Attached for your information and review, is an initial Municipal Lease/Purchase Agreement with Amortization Schedule that upon approval by the City Council, would allow for the lease/purchase of two (2) Chevrolet Tahoe Police Vehicles plus added necessary emergency equipment and installation, all with base vehicle pricing in compliance with current Oklahoma State Purchasing Contract SW50035.

Staff recommends approval of this agreement.

7. FINANCIAL IMPACT: \$38,002.14 (FY19); remaining two years, \$38,002.14 each year. (Total \$114,006.42)

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE Robert Groseclose, Chief of Police

10. ORDINANCE / RESOLUTION NO. N/A

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

LEASE #2834992

THIS AGREEMENT IS MADE ON THIS 16th DAY OF JULY, 2018, BY AND BETWEEN THE CITY OF MUSTANG, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

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

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2019 Chevy	Tahoe	SUV	2		\$ 64,506.00
Equipment package from Stolz Telecom To Up-fit all 5 Tahoe's			2		\$ 45,000.00
Plus Attorney review fee of \$175.00 and title fee of \$100.0					\$ 275.00
Total Lease Purchase price to include equipment from Exhibit "G" and fees					\$ 109,781.00

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 \$275.00.

II. LEASE TERM

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

III. OPTION TO RENEW

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

IV. TITLE TO EQUIPMENT

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

V. OPTION TO PURCHASE

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

VI. DELIVERY AND RETURN OF EQUIPMENT

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

VII. REPAIRS AND 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.

CITY OF MUSTANG, OKLAHOMA

FOR THE LESSOR: RCB BANK

JASON K JOHNSON: _____

TITLE: VICE PRESIDENT

ATTEST: _____

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 July 16, 2018 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.

Signature: _____

Printed Name: _____

Address: _____

Telephone: _____

Date: _____

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

**Dated: July 16, 2018 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 July 16, 2018 between RCB Bank as Lessor and City of Mustang, Oklahoma as Lessee

RESOLUTION NO. 19-008

RESOLUTION OF GOVERNING BODY

WHEREAS, at a duly called meeting of the governing body of the City of Mustang (the "Lessee") held on August 7, 2018, 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 two (2) Police units to include two Chevy Tahoes (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor and City of Mustang as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from Hudiburg to purchase two Chevy Tahoes and upfitting from Stolz Telecom LLC; and the Equipment will be used by Lessee for the purpose of:

City of Mustang Police Department Patrol Units

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

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

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

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

Name and Title of Persons to Execute and Attest Agreement:

Jess Schweinberg, Mayor or Brian Grider, Vice Mayor,
Attest by Lisa Martin, City Clerk

Resolution No. 19-008
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 7th day of August, **2018**.

Jess Schweinberg
Mayor

Attest:

Lisa Martin
City Clerk

EXHIBIT D

Exhibit intentionally Not Included in Agreement

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

RCB Bank
1223 E Highland Ave.
Ponca City, Oklahoma

Re: Equipment Lease-Purchase Agreement, dated July 16, 2018 (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: _____, 2018

Equipment Description: Two 2019 Chevy Tahoe's with outfitting by Stolz Telcom LLC

By: _____

Title: _____

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

Dated: July 16, 2018 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</u> | |

BY: _____

ATTEST: _____

City of Mustang

Compounding Period:

Monthly

Nominal Annual Rate:

3.050%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	09/01/2018	109,506.00	1		
2 Attorney Fee	09/01/2018	175.00	1		
3 Title Fee	09/01/2018	100.00	1		
4 Lease Payment	12/01/2018	38,002.14	3	Annual	12/01/2020

TVale Amortization Schedule - Normal, 365 Day Year

	Date	Lease	Attorney Fee	Title Fee	Lease Payment	Interest	Principal	Balance
Lease	09/01/2018	109,506.00						109,506.00
Attorney Fee	09/01/2018		175.00					109,681.00
Title Fee	09/01/2018			100.00				109,781.00
	1 12/01/2018				38,002.14	839.21	37,162.93	72,618.07
2018 Totals		109,506.00	175.00	100.00	38,002.14	839.21	37,162.93	
	2 12/01/2019				38,002.14	2,246.08	35,756.06	36,862.01
2019 Totals		0.00	0.00	0.00	38,002.14	2,246.08	35,756.06	
	3 12/01/2020				38,002.14	1,140.13	36,862.01	0.00
2020 Totals		0.00	0.00	0.00	38,002.14	1,140.13	36,862.01	
Grand Totals		109,506.00	175.00	100.00	114,006.42	4,225.42	109,781.00	

City of Mustang

Last interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
3.079%	\$4,225.42	\$109,781.00	\$114,006.42

RCB Bank – Municipal Lease Term Sheet

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

	Date: 7-16-18
Name of Lessee: CITY OF MUSTANG	TIN:
Contact Name: Rob Groseclose	Phone: 405-376-7733
Email: rgroseclose@cityofmustang.org	Fax:
Physical Address:	
Mailing Address:	

Equip/Property Description:	2 Tahoe's with Up-fit
------------------------------------	-----------------------

Vendor:	Hudiburg
Vendor Contact:	Phone:

Amt of Lease:	\$109,506.00		3 years
Est Delivery Date:	unknown		

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

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

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

RCB – LEASE BID / FINANCING TERMS

Equipment Lease Options

	Term	Rate	Estimated Payment Amount	Payment Structure
☒	36	3.05% on an Actual/360 basis	\$38,002.14	☐ Monthly ☒ Annual
☐		on an Actual/360 basis		☐ Monthly ☐ Annual

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

Eastern Division

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

Signature:

Fax Number: (580) 762-8964

**CITY OF MUSTANG &
MUSTANG IMPROVEMENT AUTHORITY**

AGENDA ITEM COMMENTARY

1. **ITEM NO.** 14-3
2. **MEETING DATE:** August 7, 2018
3. **TITLE:** Resolution No. 19-006, a Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Amending the Ambulance Assessment Fee and Providing for an Effective Date.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Timothy D. Rooney, City Manager
6. **BACKGROUND:**
Due to surrounding cities opting out of the Emergency Medical Services Authority, the subsidy is projected to nearly double over the next 5-years.
7. **FINANCIAL IMPACT:**
To increase monthly ambulance assessment fee from \$1.50 to \$2.50 per month.
8. **STAFF COMMENTS:**
9. **STAFF SOURCE:** Timothy D. Rooney, City Manager
10. **ORDINANCE /RESOLUTION NO. 19-006**

**CITY OF MUSTANG
MUSTANG IMPROVEMENT AUTHORITY**

JOINT RESOLUTION NO. 19-006

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG
AND THE MUSTANG IMPROVEMENT AUTHORITY AMENDING THE
AMBULANCE ASSESSMENT FEE AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City Council of the City of Mustang and the Board of Trustees of the Mustang Improvement Authority have provided ambulance services for the residents of the City of Mustang through a Professional Services Agreement between The City of Mustang and the Emergency Medical Services Authority, and through an Inter-local Cooperation Agreement between the City of Tulsa, the City of Oklahoma and the Emergency Medical Services Authority, among others (the "EMS Inter-local Agreement"); and

WHEREAS, the City Council of the City of Mustang and the Board of Trustees of the Mustang Improvement Authority created an ambulance assessment fee to provide ambulance services that are necessary and essential for the health, safety and welfare of the residents of the City of Mustang; and

WHEREAS, due to a reduction in the number of municipalities participating in the EMS Inter-local Agreement, the costs have increased among participating municipalities;

WHEREAS, the City Council of the City of Mustang and the Board of Trustees of the Mustang Improvement Authority have determined that the following increase in the ambulance assessment fee is reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MUSTANG IMPROVEMENT AUTHORITY AND THE COUNCIL OF THE CITY OF MUSTANG OKLAHOMA that the ambulance assessment fee that is assessed monthly and collected by the City of Mustang on monthly utility bills shall be as follows:

Section 1. Fee Established.

1. Ambulance Assessment Fee. A fee in the amount of \$2.50 per month per utility bill is established to assist in funding the annual assessment for ambulance service.
2. Implementation and Term. The fee set forth in Section 1 above shall be implemented and in effect for utility bills sent on or after October 1, 2018, and shall continue in effect thereafter unless or until amended or modified.

Section 2. Effective Date. 'This Resolution shall be effective on and after October 1, 2018, and shall replace and supersede Joint Resolution No. 04-040.

ADOPTED AND APPROVED by the City Council of the City of Mustang, Oklahoma, on
this ____ day of August, 2018.

Jess Schweinberg
Mayor, City of Mustang

ATTEST:

Lisa Martin, Mustang City Clerk
[SEAL]

ADOPTED AND APPROVED by the Chairman and Trustees of the Mustang
Improvement Authority of the City of Mustang, Oklahoma, on this ____ day of August, 2018.

Jess Schweinberg
Chairman, Board of Trustees
Mustang Improvement Authority

Approved as to form on this ____ day of August, 2018.

Jonathan E. Miller, Mustang City Attorney

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-4
2. MEETING DATE: August 7, 2018
3. TITLE: AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 26, SECTION 26-48 TO REMOVE REQUIREMENT THAT EXPUNGEMENT FEE FUNDS BE DEPOSITED INTO DESIGNATED ACCOUNTS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY
4. COUNCIL ACTION: Approve/Deny Ordinance
5. INITIATOR: Legal Department
6. PROJECT DESCRIPTION: The City of Mustang enacted an expungement fee during the July 2018 council meeting. That new ordinance required that the expungement fee be deposited into designated accounts. City staff have determined that the fee should be paid into the City's general fund because the costs relating to processing of expungement orders are paid from the City's general fund. The proposed ordinance revision removes the requirement that the expungement fee be deposited into designated funds.
7. FINANCIAL IMPACT: City receives \$150.00 for processing an order of expungement.
8. STAFF COMMENTS: Staff recommends approval of this ordinance.
9. STAFF SOURCE: Jon Miller, City Attorney.
10. CITY ATTORNEY'S COMMENTS: See above.
11. RESOLUTION/ORDINANCE NO. 1170

ORDINANCE NO. 1170

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 26, BY AMENDING SECTION 26-48 TO REMOVE REQUIREMENT THAT AN EXPUNGEMENT FEE BE PLACED INTO DESIGNATED FUNDS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. ENACTMENT.

That Chapter 26 of the Code of Ordinances of the City of Mustang, Oklahoma, Section 26-48, is amended to read as follows:

Sec. 26-48. – Expungement fee.

There is hereby established a fee for processing an order for expungement of records from municipal court and police department files. The fee shall be one hundred fifty dollars (\$150.00), and shall be paid by the person seeking expungement when the order of expungement is presented to the court or provided to the City for processing.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

SECTION 6. EMERGENCY.

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

PASSED AND APPROVED and Emergency Clause voted upon separately and passed and approved this _____ day of August, 2018.

Mayor Jess Schweinberg

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form this ____ day of August, 2018.

Jonathan E. Miller, City Attorney

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** H-5
2. **MEETING DATE:** August 7, 2018
3. **TITLE:** Ordinance No. 1171 - Providing for a Convenience Fee to Recoup Costs Incurred by the City for Use of Electronic Payment Methods on Certain Transactions.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**

The City of Mustang was charged \$69,940.99 in merchant fees for debit and credit card transactions in fiscal year ending June 30, 2018.
7. **FINANCIAL IMPACT:**
8. **STAFF COMMENTS:**

Staff recommends that all transactions with the City including utility payments, community development fees, and payment of municipal court fines and costs shall be charged a convenience fee of \$2.50 per card transaction. Transactions at all Parks & Recreation facilities where the charge exceeds \$10, will apply a \$2.50 convenience fee with the exception of remote sites. Remote sites are entry gates and concession stands.
9. **STAFF SOURCE:** Timothy D. Rooney, City Manager
10. **ORDINANCE /RESOLUTION NO. 1171**

ORDINANCE NO. 1171

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 2 BY ADDING NEW SECTION 2-177 PROVIDING FOR A CONVENIENCE FEE TO RECOUP COSTS INCURRED BY THE CITY FOR USE OF ELECTRONIC PAYMENT METHODS ON CERTAIN TRANSACTIONS, SETTING THE AMOUNT OF THE CONVENIENCE FEE, AND DEFINING TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; SETTING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

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

SECTION 1: ENACTMENT.

Chapter 2 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by adding new section 2-177 to read as follows:

Sec. 2-177. – Convenience Fee.

- (a) Where a customer makes payment to the City by credit or debit card for the goods or services set forth herein, a convenience fee in the amount set forth in section 42-2 shall be added to and collected at the time the customer makes such payment. The amount of the convenience fee shall be Two and 50/100 Dollars (\$2.50). For purposes of this section, the term “convenience fee” shall mean the additional costs to the City or a City-beneficiary public trust associated with providing for payments via credit or debit card, including but not limited to bank processing fees and financial transaction fees, the cost of providing for secure transactions, portal fees, and fees necessary to compensate for increased bandwidth incurred as a result of providing for an online transaction.
- (b) The convenience fee will apply to the following:
 - (1) All transactions with the City, including but not limited to utility payments, payment of community development fees, and payment of municipal court fines and costs.
 - (2) Transactions at all Parks & Recreation facilities where the charge exceeds Ten and No/100 Dollars (\$10.00), with the exception that the convenience fee will not apply to transactions at remote sites. For purposes of this subsection, remote sites shall mean entry gates and concession stands.

Secs. 2-178—2-190. - Reserved.

SECTION 2: SEVERABILITY.

If any part of this Ordinance is held by a court to be unreasonable, arbitrary, ambiguous, or otherwise unenforceable, that portion or part determined to be unenforceable shall be considered to be divisible and severable, and the remainder of any Ordinance shall remain effective, binding, and enforceable in all respects. Ordinances or portions thereof that are not specifically amended herein are not intended to be changed, and shall not be changed, by this enactment.

SECTION 3. REPEALER.

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

SECTION 4. EFFECTIVE DATE.

This ordinance shall be effective from and after November 1, 2018.

SECTION 5. EMERGENCY.

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

PASSED AND APPROVED this ____ day of August, 2018.

Jess Schweinberg, Mayor

ATTEST:

Lisa Martin, City Clerk
(SEAL)

Approved as to form this ____ day of August, 2018.

Jonathan E. Miller, City Attorney

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **07/03/2018** City Council Minutes
- *2. Claims List for **FY 2018**
- *3. Claims List for **FY 2019**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding **Resolution No. 19-006**, A Joint Resolution of the City Council of the City of Mustang and the Mustang Improvement Authority Amending the Ambulance Assessment Fee and Providing for an Effective Date.
- *2. **Discussion, Consideration and Possible Action** regarding **Ordinance No. 1171**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 2 by Adding New Section 2-177 Providing for a Convenience fee to Recoup Costs Incurred by the City for Use of Electronic Payment Methods on Certain Transactions, Setting the Amount of the Convenience Fee, and Defining Terms; Providing for Severability; Providing for Repealer; Setting an Effective Date; and Declaring an Emergency.

G. ADJOURNMENT

Items Considered Concurrently on the City Council Agenda.

**MUSTANG IMPROVEMENT AUTHORITY
JULY 3, 2018**

The Mustang Improvement Authority met in regular session on Tuesday, July 3, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, June 29, 2018, at 11:00 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Schweinberg called the meeting to order at **8:04 p.m.**

B. ROLL CALL

Trustees Present: Pratt
Leete
Grider
Jones
Noblitt
Schweinberg

Trustees Absent: Hagan

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **06/05/2018** City Council Minutes
- *2. Claims List for **FY 2018**
- *3. Claims List for **FY 2019**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

MOTION was made by **Trustee Grider**, seconded by **Trustee Noblitt**, to approve Items D-1 through D-4 of the Consent Agenda.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of First Amendment for Operation, Maintenance, and Management of the Water and Wastewater Treatment Facilities for the City of Mustang.

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Leete**, to Approve the First Amendment for Operation, Maintenance, and Management of the Water and Wastewater Treatment Facilities for the City of Mustang.

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

G. ADJOURNMENT

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

AYE: Pratt, Leete, Grider, Jones, Noblitt, Schweinberg

NAY: None

Meeting was adjourned at **8:05 p.m.**

Jess Schweinberg, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-1759	01-A0065	ACTION SAFETY SUPPLY CO.,	LROADWAY DIVIDERS	6/2018	216589	930.00
18-0699	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	6/2018	17-706-10	374,297.01
18-0106	01-I0015	TYLER TECHNOLOGIES, INC	INSITE TRANSACTION FEES	6/2018	025-228670	8,108.75
18-0463	01-R0078	RED PRAIRIE DESIGN GROUP,	PDESIGN & CONSTRUCTION MGM	6/2018	201807117981	3,452.50
18-1954	01-R0078	RED PRAIRIE DESIGN GROUP,	PSERVICES FOR MUSTANG ANIM	6/2018	201807117982	51,210.50
18-1488	01-S0206	STOLZ TELECOM, LLC	TABLETS & HARDWARE	6/2018	201807117983	16,181.65
DEPARTMENT TOTAL:						454,180.41
DEPARTMENT: 72 WATER						
18-2009	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	6/2018	201807128019	131,401.32
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2018	201807117979	16,226.97
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	6/2018	201807117976	20,026.73
18-1708	01-T1028	TRI-STATE INDUSTRIAL GROUP,	INSTALL VFD & RESTORE ELE	6/2018	66254	7,760.00
DEPARTMENT TOTAL:						175,415.02
DEPARTMENT: 75 SEWER						
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	6/2018	201807128006	26.18
18-1917	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2018	201807117979	2,136.34
18-0139	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	6/2018	201807117976	1,763.49
18-1958	01-W0161	WYNN CONSTRUCTION CO., INC	WASTEWATER TREATMENT PLAN	6/2018	one	62,937.50
DEPARTMENT TOTAL:						66,863.51
FUND TOTAL:						696,458.94

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-0390	01-C0108	COWAN GROUP ENGINEERING, LL89TH STREET IMPROVEMENTS		6/2018	3616B	655.75
18-0466	01-R0078	RED PRAIRIE DESIGN GROUP, PDESIGN SERVICES FOR SHEL		6/2018	201808018116	500.00
DEPARTMENT TOTAL:						1,155.75
DEPARTMENT: 72 WATER						
18-1104	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		6/2018	3613a	625.00
DEPARTMENT TOTAL:						625.00
DEPARTMENT: 75 SEWER						
18-0391	01-C0108	COWAN GROUP ENGINEERING, LLWWTP EXPANSION & MODIFICA		6/2018	3614	3,610.35
18-1958	01-W0161	WYNN CONSTRUCTION CO., INC WASTEWATER TREATMENT PLAN		6/2018	TWO	20,916.60
DEPARTMENT TOTAL:						24,526.95
FUND TOTAL:						26,307.70
GRAND TOTAL:						61,819.34

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 72 WATER						
19-0063	01-D0032	COMMUNICATIONS LEASING CORP	ANNUAL MAINT. CHARGE ON H	7/2018	SRV1806309	5,326.50
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2018	201807127994	642.25
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	7/2018	201807127991	7,117.47
DEPARTMENT TOTAL:						13,086.22
DEPARTMENT: 75 SEWER						
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	7/2018	201807128008	28.44
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	7/2018	201807127994	73.66
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	7/2018	201807127991	895.37
DEPARTMENT TOTAL:						997.47
FUND TOTAL:						14,083.69

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
19-0488	01-K0064	ARETHA KELLY	REIMBURSEMENT FOR PLUMBIN	7/2018	201807248048	85.00
DEPARTMENT TOTAL:						85.00
FUND TOTAL:						85.00
GRAND TOTAL:						485.00

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
19-0518	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	7/2018	17-706-11	285,651.94
19-0002	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	8/2018	201807318064	21,939.67
19-0003	01-B0024	BANCFIRST	2016 NOTE PAYMENT	8/2018	201807318063	98,350.80
19-0004	01-B0024	BANCFIRST	2017 NOTE PAYMENT	8/2018	201807318066	78,555.60
19-0005	01-B0024	BANCFIRST	2013 NOTE PAYMENT	8/2018	201807318067	59,184.17
19-0006	01-B0024	BANCFIRST	2014B NOTE PAYMENT	8/2018	201807318068	36,016.25
19-0472	01-C0108	COWAN GROUP ENGINEERING, LLC	89TH STREET IMPROVEMENTS	7/2018	3616A	655.75
19-0019	01-C0281	MIA - 4TH PENNY EXCESS 90%	PENNY EXTENSION 90% EXCES	8/2018	201807318080	40,000.00
19-0216	01-E0110	ELECTRICAL EXPRESS LLC	SOCCER FIELD LIGHTING INS	7/2018	5004	75,000.00
19-0008	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	8/2018	201807318073	245,000.00
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	8/2018	025-230959A	192.00
19-0012	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	7/2018	025-220504A	367.04
19-0015	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	8/2018	201807318076	125,000.00
19-0018	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	TRANSFER CIP FEE	8/2018	201808028127	32,000.00
19-0026	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION 10% P.S.	8/2018	201807318081	25,000.00
19-0166	01-R0078	RED PRAIRIE DESIGN GROUP, P	SERVICES FOR MUSTANG ANIM	8/2018	201808018117	500.00
19-0028	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	8/2018	201807318071	8,335.00
19-0030	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	8/2018	201807318083	15,000.00
DEPARTMENT TOTAL:						1,146,748.22
DEPARTMENT: 72 WATER						
19-0057	01-C0108	COWAN GROUP ENGINEERING, LLC	ENGINEERING FEES	7/2018	3615A	625.00
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC	COM ELECTRIC SERVICES	7/2018	201808028130	65.54
DEPARTMENT TOTAL:						690.54
DEPARTMENT: 75 SEWER						
19-0471	01-C0108	COWAN GROUP ENGINEERING, LLC	WWTP EXPANSION & MODIFICA	7/2018	3614A	3,610.35
19-0215	01-W0161	WYNN CONSTRUCTION CO., INC	WASTEWATER TREATMENT PLAN	7/2018	TWO-A	130,728.00
DEPARTMENT TOTAL:						134,338.35
DEPARTMENT: 78 SANITATION						
19-0093	01-O0121	OKLAHOMA ENVIRONMENTAL MANA	SANITATION SERVICES	7/2018	9759	86,810.00
DEPARTMENT TOTAL:						86,810.00
FUND TOTAL:						1,368,587.11

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70 ADMINISTRATION						
19-0460	01-Y0109	ALVIS J. YORK SR.	REMOVAL & REPAIR OF DE PU	7/2018	21143	31,550.00
DEPARTMENT TOTAL:						31,550.00
FUND TOTAL:						31,550.00
GRAND TOTAL:						2,099,315.02