

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

FEBRUARY 6, 2018
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Lila Hoover, Elder, Mustang Christian Church

C. ROLL CALL

D. CONSENT AGENDA

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

1. Approval of **01/02/2018** City Council Minutes
2. Approval of **01/30/2018** City Council Special Meeting Minutes.

E. OATH OF OFFICE

1. **Oath of Office** for Ward I Councilmember DeAnna Pratt and Ward VI Councilmember Darrell Noblitt.

At this time, the newly elected Councilmembers will take their seat.

F. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

G. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

CITY COUNCIL AGENDA

FEBRUARY 6, 2018

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H. 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. Claims List for **FY 2018**
- *2. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- 3. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
- 4. Approval of **Resolution No. 18-034** making Changes in the Park and Recreation Donation Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$5,000.
- 5. Approval to Declare Certain Items as **Surplus** and Authorize Disposal of those Items.
- 6. Approval to Renew the Interlocal Governmental Agreement with **Canadian County Sheriff's Office** to Deputize Local Law Enforcement Officers.
- 7. Approval of Annual Agreement with **Area Wide Aging Agency** based out of Redlands Community College to provide Weekly Meal Program for Senior Adults.
- 8. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Christie Gordon, Dispatcher/Jailer.

J. INFORMATION/REPORTS

- 1. City Manager Report
Included in Agenda packet.
- 2. City Council
 - a. Approval of **Proclamation** declaring February 15, 2018, as "Angelman Syndrome Awareness Day".
 - b. City Council Reports

K. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Final Pay Application for Project Labeled Mustang Road Utilities Waterline.
2. **Discussion, Consideration and Possible Action** regarding Approval of Facility User Agreements for City of Mustang Sports Facilities.
3. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1158**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 74 of the Mustang Code of Ordinances by Repealing Article II, Oil and Gas, in its Entirety, and Enacting New Article II Establishing Regulations for Oil and Gas Drilling, Production and Maintenance Operations; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

L. CITY ATTORNEY'S REPORT

1. **Discussion** regarding *Citizens Energy II, LLC vs. The Honorable Paul Hesse and the City of Mustang, Oklahoma*, Case No. 116710, Supreme Court of the State of Oklahoma, and *City of Mustang vs: Citizen Energy II, LLC*, Case No. IN-116733, Supreme Court of the State of Oklahoma ; **and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**

M. ADJOURNMENT

**MUSTANG CITY COUNCIL
JANUARY 2, 2018**

The Mustang City Council met in regular session on Tuesday, January 2, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, December 29, 2017, at 12:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Cameron Whaley, Pastor, Canadian Valley Baptist Church

Pastor Whaley led the assembly in the Pledge and Invocation. He stated he was starting his 10th anniversary with the Church and everything was going well. He introduced Ms. Liene Atvara from Latvia who would be visiting for the month of January stating this was a partnership in terms of missions.

C. ROLL CALL

Councilmembers Present:	Ward 1 - Vacant
	Leete
	Grider
	Jones
	Ward 6 - Vacant
	Adams

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 **12/19/2017** City Council Minutes.
2. Approval of **12/22/2017** City Council Special Meeting Minutes.
3. Approval of **12/28/2017** City Council Emergency Meeting Minutes.
- *4. Claims List for **FY 2018**.
- *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. 18-033** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2017-2018 Fiscal Year Budget by \$13,196.

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

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

G. INFORMATION/REPORTS

1. City Manager Report

City Manager Rooney stated the City Manager's report was available on the City's website. He also stated Christmas trees could be disposed of at the Public Works yard through next Tuesday at no cost and stated a utility bill would need to be provided for proof of residency.

2. City Council Reports

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

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

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

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

Mayor Adams did not have anything to report at this time.

All Councilmembers stated they had received complements on the holiday flags.

H. DISCUSSION ITEMS

None.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding proposed Settlement and Journal Entry of Judgment relating to *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 City Attorney Employment Agreement; and, Proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(1).

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

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

TIME ADJOURNED to Executive Session: **7:06 p.m.**

Mayor Adams called the meeting back in session at **7:31 p.m.**

In reference to Item J-1 –

Informational purposes only, no action taken.

In reference to Item J-2 –

Informational purposes only, no action taken.

K. ADJOURNMENT

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

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

The meeting was adjourned at **7:31 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
JANUARY 30, 2018
SPECIAL MEETING**

The Mustang City Council scheduled a Special Meeting on Tuesday, January 30, 2018, at 6:00 p.m. at the Mustang Municipal Building Council Chambers, 1501 N. Mustang Road, Mustang, Oklahoma. Notice of the meeting was posted as required on Thursday, January 25, 2018, at 3:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Adams called the meeting to order at 6:00 p.m.

B. ROLL CALL

Councilmembers Present: **Leete
Grider
Jones
Hagan
Adams**

Councilmembers Absent: **None**

C. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Appointment of Councilmember to Represent Ward 1.

City Manager Rooney stated one citizen, DeAnna Pratt, had submitted a letter of interest for the Ward 1 Council seat.

MOTION was made by **Mayor Adams**, seconded by **Councilman Jones** to Appoint DeAnna Pratt as Councilmember to represent Ward 1.

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

2. **Discussion, Consideration and Possible Action** regarding Appointment of Councilmember to Represent Ward 6.

City Manager Rooney stated one citizen, Darrell Noblitt, had submitted a letter of interest for the Ward 6 Council seat.

Rooney stated the Oath of Office for Ward 1 and Ward 6 Councilmembers would be held on Tuesday, February 6, 2018.

MOTION was made by **Councilman Jones**, seconded by **Councilwoman Hagan** to Appoint Darrell Noblitt as Councilmember to represent Ward 6.

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

3. **Discussion** regarding Revised Oil Drilling Ordinance.

City Attorney Miller stated he had been working with *Community Development Director Helsel* in revising Chapter 74 of the Mustang Code of Ordinances relating to drilling. He stated the Stillwater drilling ordinance, as well as ordinances in comparable cities such as Fort Worth, Flower Mound and Lewisville, were reviewed. **Miller** stated the draft version in front of them this evening contains the needed revisions and provided a summary of the changes.

City Manager Rooney stated the amended ordinance would also be on the February 6, 2018 City Council agenda. He stated the current 90 day moratorium would expire in the middle of February and if a new ordinance was not passed before then, the current ordinance would go back into effect.

Discussion was held concerning the City's current noise ordinance and this ordinance when relating to oil well noise with it being stated this ordinance would be more specific to oil well noise, but stating the City's noise ordinance would also still be in place.

C. CITY ATTORNEY'S REPORT

1. **Discussion** of *Dietra Bradsher v. City of Mustang, et al.*, Case No. CJ-2017-504, District Court, Canadian County, Oklahoma; **and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**
2. **Discussion, Consideration and Possible Action** on *Citizens Energy II, LLC vs. The Honorable Paul Hesse and the City of Mustang, Oklahoma*, Case No. 116710, Supreme Court of the State of Oklahoma; **and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).**

**MUSTANG CITY COUNCIL
JANUARY 30, 2018
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MOTION was made by **Mayor Adams**, seconded by **Councilman Leete** to adjourn to executive session.

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

TIME ADJOURNED to Executive Session: **6:10 p.m.**

Mayor Adams called the meeting back in session at **6:48 p.m.**

In reference to Item J-1 –

No Action was taken – informational purposes only.

In reference to Item J-2 –

No Action was taken – informational purposes only.

F. ADJOURNMENT

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

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

The meeting was adjourned at **6:48 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
18-0178	01-W0001	WHEATLEY, SEGLER, OSBY & MICITY PROSECUTOR		1/2018	18065	1,014.84
DEPARTMENT TOTAL:						1,014.84
DEPARTMENT: 11 CITY MANAGER						
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	1/2018	99495	675.00
18-0207	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND PRE-EMPLOYMENT	1/2018	1212126164	22.00
18-0206	01-M0001	STAR COMMUNICATION CORPORAT	ADS FOR JOB OPENINGS	1/2018	201801166832	156.80
18-0783	01-M0115	MTM RECOGNITION CORPORATION	SERVICE AWARDS	1/2018	5914018	1,134.16
18-0120	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	1/2018	MT604657	28.00
18-0205	01-M0234	MUSTANG TIMES	ADS FOR JOB OPENINGS	1/2018	201801166833	330.00
18-1168	01-T0800	DATA MANAGEMENT, INC.	ANNUAL SOFTWARE SUPPORT	1/2018	477607	2,203.14
18-0204	01-V0106	VALIR OUTPATIENT CLINICS	MAPRE-EMPLOYMENT DRUG SCREE	1/2018	474855A	25.00
18-0178	01-W0001	WHEATLEY, SEGLER, OSBY & MICITY PROSECUTOR		1/2018	17997	1,273.44
DEPARTMENT TOTAL:						5,847.54
DEPARTMENT: 12 LIBRARY						
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	1/2018	5014804828	48.26
18-0542	01-C0278	COX COMMUNICATIONS, INC.	MO. MODEM SERVICE CHR	1/2018	201801126816	4.99
18-0300	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLE	1/2018	86029035	214.70
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	291.26
18-0711	01-00129	OVERDRIVE, INC	EBOOKS, AUDIO BOOKS	1/2018	02393C017091159	64.76
18-0310	01-01084	OK HISTORICAL SOCIETY	SUBSCRIPTION TO CHRONICLE	1/2018	201801126825	35.00
18-1080	01-X1111	GLYNES LARUE	SERVICE CALL	1/2018	26217	115.00
18-0299	01-Y0034	STAR COMMUNICATION CORPORAT	ONE YEAR SUBSCRIPTION	1/2018	201801126831	35.00
DEPARTMENT TOTAL:						808.97
DEPARTMENT: 13 PARKS AND RECREATION						
18-1136	01-B0265	LINDSEY BUCHANAN	REFUND FOR WINTER BREAK	1/2018	201801126811	90.00
18-0990	01-C0189	TODD D. ABRELL	REPAIRS TO ELLIPTICAL	1/2018	7841	2,441.44
18-0479	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	1/2018	201801126812	92.32
18-0273	01-C1562	RUTH ELAINE COUTS	BELL CHOIR LESSONS	1/2018	201801126818	60.00
18-0233	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	1/2018	NP52241044	562.18
18-1079	01-M0220	MUSTANG PUBLIC SCHOOLS	BUS USAGE FOR FIELD TRIP	1/2018	570	167.87
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERAT	ELECTRIC SERVICE	1/2018	201801126792	3,952.77
18-0139	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2018	201801126790	25.68
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	696.91
18-1057	01-R0129	RED EARTH ENVIRONMENTAL, IN	BLOOD & CLEAN UP WASTE	1/2018	10002	98.00
18-0505	01-V0050	CELLCO PARTNERSHIP	JET PACK & PHONE	1/2018	201801126829	173.43
18-1144	01-Y0040	YUKON TROPHY & AWARDS INC	MEDALS & TROPHIES	1/2018	118154	1,118.50
DEPARTMENT TOTAL:						9,479.10

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-1164	01-C0287	CHIEF ENGINEERING, PLLC	CONSULTING SERVICES	1/2018	1351	1,762.50
18-0709	01-D0088	DEPARTMENT OF CORRECTIONS, INMATE LABOR		1/2018	UNCCC-306 1217	840.00
18-0141	01-00014	OK MUNICIPAL ASSURANCE GROUP	PUBLIC OFFICIAL BOND	1/2018	201801126822	250.00
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	1/2018	201801126792	455.86
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	1/2018	24759	76,593.77
18-0158	01-S0093	SMART TECHNOLOGIES, INC	OPERATING SYSTEM MAINT.	1/2018	717513	3,179.95
18-0152	01-S0156	STREET SIDE LTD. CO., INC.	CHRISTMAS LIGHTS STORAGE	1/2018	1003	3,300.00
18-0159	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	1/2018	791071	2,484.22
DEPARTMENT TOTAL:						88,866.30
DEPARTMENT: 18 TOWN CENTER						
18-0940	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING @ T.C.	1/2018	99494	4,435.00
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	1/2018	201801126814	856.96
18-0257	01-C0189	TODD D. ABRELL	QUARTERLY MAINTENANCE	1/2018	7842	250.00
18-0928	01-C1192	CENTRAL OKLAHOMA WINNELSON PART	FOR WATER HEATER	1/2018	412047 00	302.54
18-0345	01-C2231	CORY'S AUDIO VISUAL SERVICE	REPAIRS TO AV SYSTEM	1/2018	184998	250.00
18-0478	01-L0052	LOCKE SUPPLY CO	LIGHTS & ELECTRICAL SUPPL	1/2018	33285682-00	50.83
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	1/2018	201801126792	6,592.58
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	7.10
18-0868	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	1/2018	423895358	1,281.72
DEPARTMENT TOTAL:						14,026.73
DEPARTMENT: 19 BALL COMPLEX						
18-0236	01-A0131	JAMES HILLIS	PORT A POTTIES	1/2018	20414	147.00
18-0232	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	1/2018	NP52241044A	114.90
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	1/2018	201801126792	437.80
18-0139	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2018	201801126790	1,132.52
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	186.22
DEPARTMENT TOTAL:						2,018.44
DEPARTMENT: 20 AQUATICS						
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	1/2018	201801126792	213.47
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	28.38
DEPARTMENT TOTAL:						241.85

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21		FINANCE				
18-0973	01-M1180	MAIL FINANCE INC.	LEASE PAYMENT	1/2018	201801126821	213.06
18-0133	01-00117	OMCTFOA TREASURER	ANNUAL MEMBERSHIP DUES	1/2018	201801126823	30.00
DEPARTMENT TOTAL:						243.06
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
18-0801	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	1/2018	NP52241044B	322.14
18-0800	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE FEES	1/2018	201801126824	260.00
18-0649	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	1/2018	9798534219	177.20
DEPARTMENT TOTAL:						759.34
DEPARTMENT: 41		POLICE				
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	1/2018	99496	1,295.00
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	1/2018	201801126814	542.80
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	1/2018	199550	331.65
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	1/2018	NP52241011	4,046.57
18-0114	01-L0096	WILLIAM A AND LAURA L RIDLEJAIL &	SHELTER LAUNDRY	1/2018	7627	100.00
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	1/2018	201801126792	2,876.57
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	105.84
18-0790	01-P0087	OM PERFORMANCE, INC.	OFFICER TRAUMA KIT	1/2018	96585-1	184.04
18-1096	01-S1002	STERLING J. BEECROFT, LLC	CHANGE BALLAST & BULBS	1/2018	3448	538.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	1/2018	9798534219C	629.43
DEPARTMENT TOTAL:						10,649.90
DEPARTMENT: 42		ANIMAL CONTROL				
18-0099	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	1/2018	NP52241011	198.08
18-0128	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARY SERVICES	1/2018	201801126820	85.00
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	17.59
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	1/2018	9798534219C	29.28
DEPARTMENT TOTAL:						329.95

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
18-1023	01-A0110	ALL SEASON BUILDING SUPPLY,BUILDING REPAIR & MAINT.		1/2018	129086	7.74
18-1120	01-A0110	ALL SEASON BUILDING SUPPLY,BUILDING REPAIR & MAINT.		1/2018	130051	13.54
18-0846	01-A0194	AIRGAS, INC.	OXYGEN SUPPLIES	1/2018	9071089132	62.52
18-1147	01-C0060	CRAIG CARRUTH	PER DIEM FOR WORKSHOP	1/2018	201801126817	120.00
18-0183	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	1/2018	L124047	12.00
18-1093	01-F0021	FIRE PROT. PUBLICATIONS	FIRE & EMERGENCY COMPANY	1/2018	95423	140.00
18-1127	01-F0079	FEDERATION OF FIRE CHAPLAINMEMBERSHIP RENEWAL DUES		1/2018	201801126819	100.00
18-0185	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	1/2018	NP52241043	898.50
18-1138	01-00090	STATE OF OKLAHOMA	UNEMPLOYMENT TAX PAYABLE	1/2018	201801126794	147.98
18-0191	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWEL SERVICE	1/2018	825 1245036	41.93
18-0628	01-W0056	ANDREW J WILLRATH	TUITION REIMBURSEMENT	1/2018	201801126830	188.02
DEPARTMENT TOTAL:						1,732.23
DEPARTMENT: 61 STREETS						
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	1/2018	201801126792	1,001.66
18-0139	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2018	201801126790	206.04
DEPARTMENT TOTAL:						1,207.70
FUND TOTAL:						137,225.95

FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1086	01-B1026	B&C APPAREL	STAFF SHIRTS	1/2018	34450	1,378.00
DEPARTMENT TOTAL:						1,378.00
FUND TOTAL:						1,378.00

FUND: 13 - POLICE TECHNOLOGY FEE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 41 POLICE TECHNOLOGY

18-0287	01-T0029	WEST PUBLISHING CORPORATION	CLEAR FOR LAW ENFORCEMENT	1/2018	837477124	200.00
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DEPARTMENT TOTAL: 200.00

FUND TOTAL: 200.00

1/16/2018 2:24 PM

PURCHASE ORDER CLAIM REGISTER

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FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
18-0155	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	1/2018	24760	2,457.00
DEPARTMENT TOTAL:						2,457.00
FUND TOTAL:						2,457.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
18-1090	01-Q0017	Q-STAR TECHNOLOGY, LLC	PARK CAMERAS	1/2018	SI-00021396	14,160.00
DEPARTMENT TOTAL:						14,160.00
DEPARTMENT: 18 TOWN CENTER						
18-0972	01-W0139	WEATHERMAN MECHANICAL, INC	REPLACE HVAC UNITS	1/2018	2268416931	646.95
DEPARTMENT TOTAL:						646.95
DEPARTMENT: 19 BALL COMPLEX						
18-1148	01-U0056	UNLIMITED PLAY, INCORPORATED	DESIGN & FINAL CONSULTATI	1/2018	1061	11,500.00
DEPARTMENT TOTAL:						11,500.00
DEPARTMENT: 61 STREETS						
18-1165	01-P0055	PLUMBCO, INC	ROUGH IN FINAL, MAINT. BL	1/2018	201801126826	10,000.00
DEPARTMENT TOTAL:						10,000.00
FUND TOTAL:						36,306.95

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
18-1171	01-E0063	EXCEL THERAPY SPECIALISTS-OWORKERS	COMP CLAIM	1/2018	201801126798	724.49
18-1181	01-E0063	EXCEL THERAPY SPECIALISTS-OWORKERS	COMP CLAIM	1/2018	201801126797	275.22
18-1179	01-I1030	INTEGRIS CANADIAN VALLEY REWORKERS	COMP CLAIM	1/2018	201801126801	592.47
18-1182	01-I1131	INTEGRIS AMBULATORY CARE COWORKERS	COMP CLAIM	1/2018	201801126799	172.60
18-1180	01-M0265	INDEPENDENT MEDICAL EXAMINAWORKERS	COMP CLAIM	1/2018	201801126800	536.62
18-1169	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	1/2018	201801126803	789.78
18-1178	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	1/2018	201801126802	909.35
18-1166	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWORKERS	COMP CLAIM	1/2018	201801126804	281.30
18-1174	01-00181	OK TAX COMMISSION	MULTIPLE INJURY TRUST FUN	1/2018	201801126805	1,573.08
18-1170	01-01050	OK RADIOLOGY GROUP, PC	WORKERS COMP CLAIM	1/2018	201801126806	101.75
18-1172	01-S0255	SSM HEALTH CARE OF OKLAHOMAWORKERS	COMP CLAIM	1/2018	201801126807	2,665.85
18-1177	01-T0121	TIMOTHY P TYNER	WORKERS COMP CLAIM	1/2018	201801126808	257.04
18-1173	01-V0106	VALIR OUTPATIENT CLINICS MAWORKERS	COMP CLAIM	1/2018	201801126810	323.02
18-1176	01-V0106	VALIR OUTPATIENT CLINICS MAWORKERS	COMP CLAIM	1/2018	201801126809	178.00
DEPARTMENT TOTAL:						9,380.57
FUND TOTAL:						9,380.57

January 2017 PAYROLL

<u>DEPT</u>		
501	CITY ATTORNEY	\$ 20,670.30
511	CITY MANAGER	\$ 42,137.60
512	LIBRARY	\$ 28,167.65
513	PARKS & RECREATION	\$ 77,571.40
518	TOWN CENTER	\$ 18,989.31
519	BALL COMPLEX	\$ 15,068.66
520	AQUATICS	\$ 2,653.34
521	FINANCE	\$ 41,094.60
531	COMMUNITY DEVELOPMENT	\$ 37,943.96
541	POLICE	\$ 240,560.18
542	ANIMAL CONTROL	\$ 3,303.98
543	OHSO GRANT	\$ 832.54
551	FIRE	\$ 161,919.51
TOTAL		\$ 690,913.03

JANUARY 2017 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 1,000.00
512	LIBRARY	\$ 4,000.00
513	PARKS & RECREATION	\$ 6,000.00
515	GENERAL GOVERNMENT	\$ 4,000.00
518	TOWN CENTER	\$ 6,000.00
521	FINANCE	\$ 200.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 2,000.00
551	FIRE	\$ 2,000.00
TOTAL		\$ 25,700.00

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, L	ENGINEERING FEES	1/2018	3368	5,611.47
18-1210	01-C0216	CUSTOM CRAFT AWARDS, LLC	MAYORS AWARD	1/2018	CCA-17-1933	153.50
18-0007	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	2/2018	201801296874	1,600.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	20.00
DEPARTMENT TOTAL:						7,384.97
DEPARTMENT: 11 CITY MANAGER						
18-0053	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	1/2018	100391	675.00
18-0121	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	1/2018	5424	180.45
18-0783	01-M0115	MTM RECOGNITION CORPORATION	SERVICE AWARDS	2/2018	5917885	150.00
18-0116	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	1/2018	14341	500.00
18-0714	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	2/2018	201801296856	290.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	60.00
18-1283	01-U0054	UNITED WAY OF CANADIAN COUN	CORPORATE TABLE	1/2018	201801316891	150.00
18-0715	01-U0220	USAVISION, INC	RETIREE INSURANCE	2/2018	201801296855	70.00
18-0203	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROGR	1/2018	65032	339.98
DEPARTMENT TOTAL:						2,415.43
DEPARTMENT: 12 LIBRARY						
18-0317	01-B1023	BTAC ACQUISITION CORP.	ADULT FICTION	1/2018	5014843196	226.37
18-0612	01-D1140	ELIZABETH DUKE	TUITION REIMBURSEMENT	2/2018	201802016899	239.40
18-1133	01-O0129	OVERDRIVE, INC	CONTRACT RENEWAL	1/2018	h-0045691	3,000.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	10.00
18-1228	01-T0103	TECH LOGIC CORPORATION	STAFF STATION SOFTWARE	1/2018	RC002174A	880.00
18-1227	01-T0142	THE LIBRARY CORPORATION	LS SOFTWARE LICENSE SUPPO	1/2018	2018040087	200.00
18-1101	01-W0121	COX SUBSCRIPTIONS, INC.	PEOPLE MAGAZINE SUBSCRIP	1/2018	3042241	106.43
18-1231	01-W0170	KATHLEEN WILCOXSON	HISTORY OF BIBLICAL WRITI	1/2018	201801316894	300.00
DEPARTMENT TOTAL:						4,962.20
DEPARTMENT: 13 PARKS AND RECREATION						
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	2/2018	201801296854	87.00
18-0523	01-A1192	AT&T	NEW PHONES DEE&ASP CAMP	1/2018	201801296878	1,083.64
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	1/2018	201801316896	41.08
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2018	201802016911	133.72
18-0876	01-P0086	PROTECT MY MINISTRY, LLC	BACKGROUND CHECKS & FEE	1/2018	553224	323.60
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	125.00
18-0505	01-V0050	CELLCO PARTNERSHIP	JET PACK & PHONE	2/2018	9800334978c	173.52
DEPARTMENT TOTAL:						1,967.56

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
18-0002	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	2/2018	201801296854	133.00
18-0075	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	1/2018	201801296879	6,862.62
18-1223	01-D0089	DAVE'S SAFE & LOCK LLC	REPAIR 2 DOORS	1/2018	6242	100.00
18-0094	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	1/2018	201900	35.50
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	1/2018	025-212856	250.00
18-0108	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	1/2018	025-212368	1,854.68
18-0011	01-K0053	KG HOLDINGS, LP	STAGE PAYBACK INCENTIVE	2/2018	201801296857	4,833.33
18-0010	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER PAYBACK INCENT	2/2018	201801296877	5,000.00
18-0144	01-P0151	PB EQUIPMENT MANAGEMENT,	INLEASE ON MAIL MACHINE	2/2018	3305388580	452.73
18-0146	01-P1051	PITNEY BOWES BANK, INC	BULK POSTAGE	1/2018	201801296880	3,973.21
18-0159	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	1/2018	802053	2,604.61
18-0156	01-S0306	SETH B SHAY	PEST CONTROL SERVICE	1/2018	201801296885	600.00
18-1154	01-S1002	STERLING J. BEECROFT, LLC	CHANGE OUT BALLASTS	2/2018	3464	194.00
DEPARTMENT TOTAL:						26,893.68
DEPARTMENT: 16 TRANSFERS						
18-1114	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000.	2/2018	201801296863	7,000.00
18-0041	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	SALES TAX TRANSFER	2/2018	201801296861	470,000.00
18-0045	01-S0205	STREET IMPROVEMENT FUND	TRANS. TO STREET IMPROV.	2/2018	201801296860	15,000.00
DEPARTMENT TOTAL:						492,000.00
DEPARTMENT: 18 TOWN CENTER						
18-0940	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING @ T.C.	2/2018	100390	4,435.00
18-1226	01-C2231	CORY'S AUDIO VISUAL SERVICE	REPAIRS TO A/V	1/2018	185030	250.00
18-0567	01-P0055	PLUMBCO, INC	PLUMBING REPAIRS	1/2018	201801296882	125.00
18-0869	01-P0055	PLUMBCO, INC	PLUMBING REPAIRS	1/2018	201801296883	225.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	25.00
18-0868	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	1/2018	426051835	784.23
DEPARTMENT TOTAL:						5,844.23
DEPARTMENT: 19 BALL COMPLEX						
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2018	201802016898	660.99
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	60.00
18-1220	01-R0180	REMINGTON TUNDER	REF. GAMES - BASKETBALL	1/2018	255	210.00
DEPARTMENT TOTAL:						930.99

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	20.00
18-1082	01-T0130	TEXAS PUBLIC POOL COUNCIL	IAQUATIC MGR & PR ASSISTAN	1/2018	2013-0781A	735.00
DEPARTMENT TOTAL:						755.00
DEPARTMENT: 21 FINANCE						
18-0108	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	1/2018	025-212368	4,988.32
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	45.00
DEPARTMENT TOTAL:						5,033.32
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	75.00
18-0649	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	2/2018	9800334978	68.40
18-1159	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	2/2018	9800334978a	109.01
DEPARTMENT TOTAL:						252.41
DEPARTMENT: 41 POLICE						
18-0882	01-A0039	A.S.C. INC.	VEHICLE PARTS	1/2018	74264	46.59
18-0052	01-A0122	ALLIANCE MAINTENANCE, INC	FACILITY CLEANING	2/2018	100392	1,295.00
18-0835	01-A1213	AVTEC, INC.	VP GATE FOR DISPATCH	2/2018	32117	1,045.49
18-0064	01-C1136	THE CITY OF OKLAHOMA CITY	RADIO USAGE & MAINTENANCE	2/2018	MUSTANG14	5,597.40
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	1/2018	201572	25.95
18-0097	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	2/2018	201908	248.65
18-0126	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	1/2018	75849	531.00
18-0127	01-M0286	JIMANI VENTURES INC.	OIL CHANGES	1/2018	262746	236.94
18-0958	01-00085	OKLAHOMA ASSOCIATION OF	CHIMEMBERSHIP DUES	1/2018	oacp-11905	180.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	745.00
18-1203	01-U3760	U.S. TECHNOLOGIES, INC	INTEGRATING RADIO SYSTEM	1/2018	7316	975.00
18-0176	01-V0028	DIGITALMARKETS, INC	AUDIO LOGGER SUPPORT	2/2018	5093	3,273.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	2/2018	9800334978d	493.42
DEPARTMENT TOTAL:						14,693.44

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42 ANIMAL CONTROL						
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	10.00
18-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	2/2018	9800334978d	30.05
DEPARTMENT TOTAL:						40.05
DEPARTMENT: 51 FIRE						
18-1121	01-A0039	A.S.C. INC.	VEHICLE REPAIR & MAINT.	1/2018	076534	14.98
18-1215	01-A0039	A.S.C. INC.	WINDOW MOTOR FOR 601	1/2018	86533	144.84
18-1120	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING REPAIR & MAINT.	1/2018	130772	7.16
18-0846	01-A0194	AIRGAS, INC.	OXYGEN SUPPLIES	1/2018	9071869770	89.98
18-1157	01-B0137	BOUNTREE MEDICAL	EMS SUPPLIES	1/2018	82742563	135.65
18-0857	01-C0065	CASCO INDUSTRIES, INC.	CHIEF CARRUTH HELMET	1/2018	188597	452.50
18-1042	01-C0065	CASCO INDUSTRIES, INC.	PLUG FOR LOW LEVEL STRAIN	1/2018	190088	17.00
18-1198	01-C0182	CITY OF EDMOND	CLASS FOR SOCIAL MEDIA	1/2018	SM018	120.00
18-1066	01-C0231	CONRAD FIRE	HORN PAD FOR STEERING WHE	1/2018	524142	79.03
18-0190	01-C1012	JOHN I. GARCIA	LAWN SPRAYING	1/2018	51262	135.00
18-1039	01-G0195	GUEST SERVICES	MEALS FOR NFA	1/2018	194750	167.86
18-1205	01-J1061	WILLIAM A. JUSTICE	BLS CPR CARDS	1/2018	131	180.00
18-1122	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT.	1/2018	0309-237816	37.17
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2018	201802016911	859.25
18-1279	01-O0215	OKLAHOMA STATE UNIVERSITY	OFFICER II TRAINING	1/2018	201801316893	200.00
18-0446	01-O0227	OVERHEAD DOOR COMPANY OF OK	REPAIR GARAGE DOORS	1/2018	0266140-in	330.00
18-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296876	890.00
18-1232	01-S0287	SOONER TRUCK REPAIR, INC.	REPLACE OIL COOLER, GASKE	1/2018	W3888	7,040.00
18-1116	01-S1015	S&S TEXTILES, INC	NEW ERA BEANIES	1/2018	47453	375.00
18-1142	01-T1087	THOMAS ENERGY SYSTEMS, INC	ANNUAL AIR TEST & MAINT.	1/2018	945240	545.40
18-1216	01-V0007	VICKERS PHOTOGRAPHY, INC.	CHIEF DEPARTMENT PHOTO	1/2018	1-12-2018	165.00
18-0961	01-W0020	WALMART COMMUNITY BRC	CLEANING SUPPLIES	1/2018	201801296888	67.51
18-1124	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	1/2018	201801296887	42.81
DEPARTMENT TOTAL:						12,096.14
DEPARTMENT: 61 STREETS						
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2018	201802016911	14,595.44
DEPARTMENT TOTAL:						14,595.44
FUND TOTAL:						589,864.86

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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						
18-1162	01-P0055	PLUMBCO, INC	REPAIR TO PARK BATHROOM	1/2018	201801296881	175.00
DEPARTMENT TOTAL:						175.00
FUND TOTAL:						175.00

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
18-1249	01-G0030	GENERAL FUND	TRANSFER TO GENERAL FUND	2/2018	201801296850	7,558.49
18-1252	01-G0030	GENERAL FUND	TRANSFER TO GENERAL FUND	2/2018	201801296849	9,300.00
18-1239	01-V2000	PROSPERITY BANK	REPLACEMENT BOOKS	1/2018	201801296851	522.19
18-1257	01-V2000	PROSPERITY BANK	BOOK REQUESTS	1/2018	201801296852	545.68
DEPARTMENT TOTAL:						17,926.36
FUND TOTAL:						17,926.36

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PURCHASE ORDER CLAIM REGISTER

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FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
18-1281	01-S0274	SC MOTORSPORTS & CLASSICS	GOPHER & MOLE ERADICATION	1/2018	201801316897	13,660.00
DEPARTMENT TOTAL:						13,660.00
FUND TOTAL:						13,660.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
18-0101	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-POLICE	2/2018	201801296868	10,400.00
DEPARTMENT TOTAL:						10,400.00
DEPARTMENT: 51		FIRE				
18-0102	01-G0030	GENERAL FUND	TRANSFER 10% P.S.-FIRE	2/2018	201801296867	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: 15 GENERAL GOVERNMENT						
18-1293	01-S1002	STERLING J. BEECROFT, LLC	INSTALLATION OF GENERATOR	2/2018	3465	19,741.00
DEPARTMENT TOTAL:						19,741.00
DEPARTMENT: 19 BALL COMPLEX						
18-1243	01-B1002	BEASLEY TECHNOLOGY	INSTALLATION & SOUND SYST	1/2018	2002440	5,051.00
DEPARTMENT TOTAL:						5,051.00
DEPARTMENT: 41 POLICE						
18-1186	01-K0059	KINGSTON FLOORING LLC	REPLACE CARPET IN ADMIN.	1/2018	2559	3,648.64
DEPARTMENT TOTAL:						3,648.64
DEPARTMENT: 61 STREETS						
18-1165	01-P0055	PLUMBCO, INC	ROUGH IN FINAL, MAINT. BL	1/2018	201801296884	5,600.00
DEPARTMENT TOTAL:						5,600.00
FUND TOTAL:						34,040.64

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PURCHASE ORDER CLAIM REGISTER

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FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
18-1206	01-01060	OKLAHOMA SPORTS & ORTHOPEDIWORKERS COMP CLAIM			1/2018 201801296886	251.87
DEPARTMENT TOTAL:						251.87
FUND TOTAL:						251.87

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** H-2
2. **DATE:** February 6, 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 \$2,586.89 excluding collection agency fees.
7. **STAFF SOURCE:** Janet Watts, Finance Director
8. **FINANCIAL IMPACT:** Bad debt write-off of \$2,586.89
9. **STAFF COMMENTS:** Recommends turning accounts over to collections.
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

02/06/2018

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	TOT AGENCY FEE	TOTAL FEE
07-0173-11	BOGGS, JESSICA	846 W FOREST DR MUSTANG, OK 73064	312 MARGATE DR YUKON, OK 73099	\$ 51.86	#	
START DATE:						
FINAL DATE:						
11-0046-00	CARTER, MARK	347 W FOREST DR MUSTANG, OK 73064	347 W FOREST DR MUSTANG, OK 73064	\$ 336.39	#	
START DATE:						
FINAL DATE:						
23-0276-02	CLAYTON, ALLEN & DANA	800 W CABILLO WAY MUSTANG, OK 73064	924 S MORGAN RD BLANCHARD, OK 73010	\$ 80.00	#	
START DATE:						
FINAL DATE:						
13-0186-00	FLOWERS, AARON	406 W APPLE BRANCH WAY MUSTANG, OK 73064	406 W APPLE BRANCH WAY MUSTANG, OK 73064	\$ 296.92	#	
START DATE:						
FINAL DATE:						
08-0089-07	FLOYD, ALICIA	641 W HILLCREST DR MUSTANG, OK 73064	641 W HILLCREST DR MUSTANG, OK 73064	\$ 149.29	#	
START DATE:						
FINAL DATE:						
05-0053-00	HATCHER, EARL	130 W CHURCHILL WAY MUSTANG, OK 73064	1028 CAMBRIDGE DR YUKON, OK 73099	\$ 73.75	#	
START DATE:						
FINAL DATE:						
23-0275-01	HURSTON, BOBBY	713 N CHEROKEE WAY MUSTANG, OK 73064	723 B CLAREMONT PKWY MARBLE FALL, TX 78654	\$ 97.51	#	
START DATE:						
FINAL DATE:						
11-0147-06	JOHNS, LACEY	401 W HILLCREST DR MUSTANG, OK 73064	737 W ELDER DR MUSTANG, OK 73064	\$ 112.36	#	
START DATE:						
FINAL DATE:						
22-0659-08	KAISLING, KIM & DAVID	408 E RALEIGH TERR MUSTANG, OK 73064	4232 SAINT CROIX DR EDMOND, OK 73025	\$ 22.53	#	
START DATE:						
FINAL DATE:						
21-0204-09	MCFARLIN, JENNIFER	2007 EAST HILL TERR MUSTANG, OK 73064	1123 E 9TH TERR OKMULGEE, OK 74447	\$ 38.07	#	
START DATE:						
FINAL DATE:						
13-0014-07	PETERSON, NATHANIEL	512 N PINE BRANCH WAY MUSTANG, OK 73064	512 N PINE BRANCH WAY MUSTANG, OK 73064	\$ 239.22	#	
START DATE:						
FINAL DATE:						
05-0208-14	PRICE, CHERYL	1184 W WESTCHESTER WAY MUSTANG, OK 73064	1184 W WESTCHESTER WAY MUSTANG, OK 73064	\$ 168.55	#	
START DATE:						
FINAL DATE:						
09-0252-14	RAYNOR, BILLY	714 W PERRY DR MUSTANG, OK 73064	11121 COLECHESTER CT YUKON, OK 73099	\$ 191.19	#	
START DATE:						
FINAL DATE:						
09-0174-18	SMALLWOOD, SHAUNNA	44 W PERRY DR MUSTANG, OK 73064	7901 S COUNCIL RD #195 OKC, OK 73169	\$ 127.32	#	
START DATE:						

FINAL DATE: SMITH, SARA V
08-0064-10
START DATE:
FINAL DATE:
13-0179-03 SPARKS, TISHA
START DATE:
FINAL DATE:
05-0158-05 THOMSON, ALEXIS

704 W JUNIPER DR MUSTANG, OK 73064	203 FIELDSTONE WAY MUSTANG, OK 73064	\$ 190.20	#
452 W MAPLE BRANCH WAY MUSTANG, OK 73064	321 E RICHMOND TERR MUSTANG, OK 73064	\$ 79.22	#
1237-B W HUNTINGTON WAY MUSTANG, OK 73064	1237-B W HUNTINGTON WAY MUSTANG, OK 73064	\$ 332.51	#

ACCOUNTS: 17

TOTALS: \$ 2,586.89 # \$ 905.41 \$ 3,492.30

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** A-3
- 2. MEETING DATE:** February 6, 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 \$1,313.14 excluding collection agency fees.
- 7. FINANCIAL IMPACT:**
Inventory loss of \$1,313.14
- 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 JANUARY, 2017

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0072291	SHAWNA M. MARTIN	MUSTANG, OK 73064	\$94.85	
3	0071717	MONIQUE M. MCCLAIN	EL RENO, OK 73036	\$205.72	
4	0072584	SHABREE TANA PERRY	YUKON, OK 73099	\$59.45	
5	0072504	TARA A. BAKER	YUKON, OK 73099	\$208.62	
6	0072263	TINA M. WESTMORELAND	OKLAHOMA CITY, OK 73169	\$181.66	
7	0036715	APRIL LYNN HUETT	OKLAHOMA CITY, OK 73179	\$70.89	
8	0072531	JAMI LYNN DEHART	UNION CITY, OK 73090	\$85.38	
9	0071633	MEGAN L. DICKENS	YUKON, OK 73099	\$91.92	
10	0068065	PHALEN S. MORGAN	MUSTANG, OK 73064	\$75.87	
11	0072434	KARA NICHOLE EMERSON	YUKON, OK 73099	\$61.98	
12	0072433	KARA NICHOLE EMERSON	YUKON, OK 73099	\$158.86	
13	0072432	KARA NICHOLE EMERSON	YUKON, OK 73099	\$17.94	
14					
15			TOTAL FOR INDIVIDUALS	\$1,313.14	
16					
17			TOTAL FOR ILL	0.00	
18					
19			OVERALL TOTAL	1,313.14	
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. H-4

2. MEETING DATE: February 6, 2018

3. TITLE: Discussion, Consideration and Possible Action to Approve Resolution No. 18-034 for a Budget Supplemental in the Park & Recreation Donation Fund for Fiscal Year 2017-2018.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Parks and Recreation Department received donation(s) from area businesses for programs and activities.

A supplemental appropriation to increase the Park & Recreation Donation Fund in the amount of \$5,000 to be appropriated in fiscal year 2017-2018.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

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

10. ORDINANCE / RESOLUTION NO. 18-034

RESOLUTION NO. 18-034

A RESOLUTION TO MAKE CHANGES IN THE PARK & RECREATION DONATION FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2017-2018 FISCAL YEAR BUDGET BY \$5,000.

WHEREAS, The Parks and Recreation Department received donation(s) from area businesses for programs and activities;

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:	
Other (11-45100)	\$ 5,000
Expenditures:	
Special Events (11-500-5302)	<u>\$ 5,000</u>
Total	<u>\$ 5,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this the **6th day of February 2018**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. 14-5

2. MEETING DATE: February 6, 2018

3. TITLE: Discussion, Consideration and Possible Action Regarding Declaring Certain Items as Surplus and Authorizing Disposal of Those Items

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City periodically eliminates property assets (see attached listing) deemed to be no longer needed by the department(s). A public auction will be held in the month of February 2018 on the www.govdeals.com webpage. The net proceeds of the sale will be deposited to the fund in which the item was original purchased.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

Recommendation for Council approval to declare asset as surplus in accordance with city/state regulations.

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO.

11. Attachment:

Schedule of Surplus Listing - Capital Assets - Governmental Type

CITY OF MUSTANG
SCHEDULE OF SURPLUS - CAPITAL ASSETS
For the year ending June 30, 2018

FA Number	Governmental Assets Description	Expense Account	Cat	Serial #	Need Council Approval To Surplus	Primary Location	Original Cost	Accum Depr		Fully/Partial Deprec	Approval Date	Auction
								Write Off Amount				
01021	DESK CHAIR WITH FIXED ARMS - DISPATCHER	01-541-5971	40	NA	YES	POLICE	1,870.38		0.00	1,870.38	2/6/18	DISPOSE
01022	DESK CHAIR WITH FIXED ARMS - DISPATCHER	01-541-5971	40	NA	YES	POLICE	1,870.38		0.00	1,870.38	2/6/18	DISPOSE
2129	CPU - OPTIPLEX 755	01-512-5914	40	7VLMG1	YES	LIBRARY	1,241.00		0.00	1,241.00	2/6/18	YES
2217	JUNIPER FIREWELL	01-512-5914	40	NA	YES	LIBRARY	2,860.47		0.00	2,860.47	2/6/18	YES
2327	DELL DESKTOP	01-512-5971	40	NA	YES	LIBRARY	1,238.45		0.00	1,238.45	2/6/18	YES
2603	OPTIPLEX WORKSTATION #2	01-512-5605	40	2903766613	YES	LIBRARY	1,097.47		0.00	1,097.47	2/6/18	YES
2604	WORKSTATION	01-512-5971	40	29033626645	YES	LIBRARY	1,097.47		0.00	1,097.47	2/6/18	YES
							11,275.62		0.00	11,275.62		

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-6

2. MEETING DATE: February 6, 2018

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

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Rob Groseclose, Chief of Police

6. BACKGROUND: The City Council approved an initial agreement in the 2009-2010 fiscal year. This is a renewal of that agreement and will remain in effect until terminated by either party.

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

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

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

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

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

7. FINANCIAL IMPACT: \$ 0

8. STAFF'S COMMENTS: Recommend Approval

9. STAFF SOURCE Rob Groseclose, Chief of Police

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION NO./ORDINANCE NO. _____

INTERLOCAL GOVERNMENTAL AGREEMENT

This **Agreement**; is made and entered into by the following agencies as of the date signed, however it will not become effective until approved by the Oklahoma Attorney General's Office, and filed with the Oklahoma Secretary of State's Office.

Chris West, Sheriff of Canadian County, the Canadian County Board of County Commissioners, and the following participating municipal entities, mayors, and police agencies as follows:

- City of Calumet and the Calumet Police Department
- City of El Reno and the El Reno Police Department
- City of Mustang and the Mustang Police Department
- City of Okarche and the Okarche Police Department
- City of Piedmont and the Piedmont Police Department
- City Union City and the Union City Police Department
- City of Yukon and the Yukon Police Department

STATE OF OKLAHOMA
CANADIAN COUNTY
FILED OR RECORDED

JAN 16 2018

SHERRY MURRAY
COUNTY CLERK

180029

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

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

Scope of Agreement; Canadian County Sheriff, Chris West, will individually deputize full-time commissioned municipal police officers who possess a current CLEET certification, while in an on-duty status, and working for the respective law enforcement agencies outlined above. While deputized, each officer will possess all the authority of a commissioned Canadian County Sheriffs' Deputy for the purposes of arrests, investigating and enforcing State Laws in Canadian County, Oklahoma. In accordance with Oklahoma Statute Title 19 12-547D, Liability for the conduct of any municipal police officers deputized under the terms and conditions of this interlocal agreement shall remain the responsibility of their municipal employer.

Relationships of parties; All parties herewith agree; deputized police officers are paid full-time employees of their respective municipal law enforcement agencies, and when acting outside their

municipality they are working under the authority of the Canadian County Sheriff as non-paid reserve deputies, pursuant to and in accordance with Oklahoma Statute 19, Chapter 12, Section 547 establishing no separate legal or administrative entity Title 74, Chapter 31, Section 1001, paragraph C-2.

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

Note: *Asset forfeitures, if any, resulting from assets, property or monies seized, will be divided equally between agencies involved in seizure and in accordance to the District Attorney's Asset Forfeiture Agreements already on file with the Canadian County District Attorney's Office. This agreement will be administered by and at the direction of a joint board, consisting of the Sheriff and each municipal Police Chief entering into this agreement.*

Indemnity; Municipal Agencies entering this agreement agree to indemnify and hold Canadian County, Canadian County Sheriff's Office and Sheriff Chris West individually, harmless for any losses, damages, suits, liabilities and expenses including but not limited to salaries, overtime, insurance and legal expenses uncured by any claim arising from any action taken by their officer/s. All claims, insurance, salaries and benefits will be paid for by the police officers agency.

Term; This agreement shall be effective upon approval of the Oklahoma Attorney General's Office and filed with the Oklahoma Secretary of State's Office. It shall remain in effect until such time either party wishes to terminate it by giving a thirty (30) day written notice of their intent to do so to the other involved party.

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

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

Canadian County Sheriff

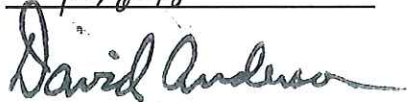
By: 
Chris West

Date: 1-4-18

**Board of County Commissioners
Canadian County, Oklahoma**

By: 
Jack Stewart, Chairman

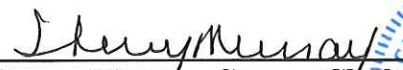
Date: 1-16-18

By: 
David Anderson, Member

Date: 1-16-18

By: 
Marc Hader, Member

Date: 1-16-18

Attest: 
Sherry Murray, County Clerk

Date: 1-16-18

By: 
District Attorney's Office, Tommy Humphries

Date: 1-4-18



Mayor, Town of Mustang, Oklahoma

By: _____
Mayor,

Date: _____

Chief of Police, Mustang, Oklahoma

By: _____
Chief Rob Groseclose

Date: 1-17-2018

Attest: _____
Mustang Town Clerk, Town Seal

NOTE: Please attach copy of minutes or resolution from council meeting accepting or adopting this Interlocal Agreement as per Oklahoma Attorney General's Office, including "date" and "time" of such meeting. This document will be filed with the Oklahoma Attorney General and Oklahoma Secretary of State's office.

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

- 1. ITEM NO.** H-7
- 2. MEETING DATE:** February 6th, 2018
- 3. TITLE:** Approval to sign the annual agreement with Area Wide Aging Agency based out of Redlands Community College to provide weekly meal program for senior adults
- 4. COUNCIL ACTION:** Approve/Deny
- 5. INITIATOR:** Jean Heasley, Assistant Parks and Recreation Director
- 6. BACKGROUND:**

The attached agreement is an annual agreement signed yearly allowing area wide agency to provide lunch meals to our Senior Center. This agreement releases the City of Mustang from any liability of workers who work for the Area Wide Aging agency, and states that the City of Mustang will provide a place for the meals as well as pay the utilities for the site which we currently do.
- 7. FINANCIAL IMPACT:** \$0
- 8. STAFF COMMENTS:** The Parks and Recreation staff recommends the approval of the agreement as it is a great assets to our community.
- 9. STAFF SOURCE:** Jean Heasley, Assistant Parks & Recreation Director

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF MUSTANG AND REDLANDS COMMUNITY COLLEGE
EL RENO, OKLAHOMA

THIS AGREEMENT, made and entered into this 1st day of July, 2018 by and between the City of Mustang, Oklahoma, hereinafter referred to as "THE CITY" and Redlands College, El Reno, Oklahoma, hereinafter referred to as "COMMUNITY COLLEGE", the execution of which being duly authorized by the respective governing body of each such entity by appropriate resolution, WITNESSETH:

WHEREAS, The college currently has an Aging Services of Canadian County Office and as the part of the services which they perform is the Canadian County Rural Elder Meal Program and,

WHEREAS, The College is interested in and has established a congregate meal site in the City of Mustang, to provide a hot noon meal services to individuals 60 years of age and older and their spouses and, provide daily activities Monday through Friday from 9:30 a.m. to 1:30 p.m.

NOW THEREFORE, The City recognizes that there is a public benefit and responsibility to be concerned about the elderly and if it is of a public concern that the elderly receive proper nutrition,

IT IS AGREED AS FOLLOWS:

1. That the term of this agreement shall be from the 1st day of July, 2018, through the 30th day of June, 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 notice to the other party.
2. Statement of Services: The Community College agrees to provide a hot noon meal, and activities to individuals 60 years of age and older and their spouses. The target persons are those individuals capable of attending a congregate site but who have limited mobility. They shall include persons who lack knowledge of skills in meal preparation and who lack incentives to prepare and eat a meal alone. A donation of \$2.00 per meal will be accepted but no one will be denied a meal because of inability to contribute. Monies that are donated will go to Aging Services of Canadian County program. All other expenses, including those of food preparation, except as provided in paragraph 4, will be borne by the Community College.

These services shall be prepared from July 1st, 2018 through June 30th, 2019, for a daily time of 9:30 a.m. to 1:30 p.m.; Monday through Friday each week with the following exclusions: Redlands Community College Christmas Break; Memorial Day; Fourth of July; Labor Day; and Redlands Community College Fall Break. Additionally, the Community College will provide staff to manage the site and oversee all services each day of operation.

3. Indemnification. The Community College hereby agrees to indemnify and hold harmless the City of Mustang from any and all liability or litigation expenses arising from all personal injury, wrongful death or property damage arising in or out of the course of the Community College operating a congregate meal facility.
4. Location and billing. These referenced services shall be provided at the Senior Citizens Center, Mustang, Oklahoma, which site shall be provided by the City of Mustang at no charge to the Community College. The City of Mustang shall pay all the utilities and cost, which consist of electricity, phone, water and waste disposal incurred during the time that the Senior Citizens Center facilities are being used by the Community College.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal of the day and year first above written.

CITY OF MUSTANG, OKLAHOMA

BY _____

MAYOR

(SEAL)
ATTEST:

REDLANDS COMMUNITY COLLEGE
EL RENO, OKLAHOMA

BY _____

PRESIDENT

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-8
2. MEETING DATE: February 6, 2018
3. TITLE: Christie Gordon, Dispatcher/Jailer will retire February 14, 2018 after more than 30 years of service to the City of Mustang.
4. COUNCIL ACTION: Approve or Deny
5. INITIATOR: Human Resources Department
6. BACKGROUND: The Oklahoma Municipal Retirement Fund requires all OkMRF retirement applications to be submitted to the City Council. Ms. Gordon meets the qualifications set forth by the plan to receive her retirement at this time.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: Staff recommends approval.
9. STAFF SOURCE: Laura Anderson, HR Director
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION/ORDINANCE NO.

The City of Mustang

Proclamation

WHEREAS, Angelman Syndrome is a genetic disorder first described by an English pediatrician, Dr. Harry Angelman, in 1965; and

WHEREAS, Angelman Syndrome is a neuro-genetic disorder characterized by intellectual and development delay, sleep disturbance, seizures, jerky movements, frequent laughter or smiling, and usually a happy demeanor; and

WHEREAS, with familiarity of the disorder, more diagnoses are being made of what was not long ago thought to be an extremely rare disorder; and

WHEREAS, over 2,000 individuals have been identified with Angelman Syndrome in the United States, Canada, and other countries in the world, and it is believed that more remain undiagnosed or misdiagnosed; and

WHEREAS, Angelman Syndrome is being researched by numerous professionals in order to more accurately describe its origin, physical signs and symptoms and behavioral characteristics; and

WHEREAS, the Angelman Syndrome Foundation (ASF) and Foundation for Angelman Syndrome Therapeutics (FAST), founded in 1990 and 2008 respectively, are dedicated to educating and supporting parents and professionals dealing with Angelman Syndrome; and

WHEREAS, citizens should be made more aware of Angelman Syndrome so that early diagnosis and intervention becomes a top priority;

NOW, THEREFORE, I, Jay Adams, Mayor of the City of Mustang, do hereby proclaim February 15, 2018, as

"Angelman Syndrome Awareness Day"

in the City of Mustang, Oklahoma, and urge our citizens to learn about services, programs, and opportunities to support people with Angelman Syndrome and their loved ones.

GIVEN under my hand and seal of the City of Mustang, Oklahoma, this 6th day of February, 2018.

Jay Adams, Mayor

ATTEST:

Lisa Martin, City Clerk

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: K-1

2. MEETING DATE: February 6, 2018

3. TITLE: Discussion, Consideration, and Possible Action Approving Change Order #1 and Final Pay Application for Project labeled Mustang Road Utilities Waterline

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

Southwest Water Works was the low bidder on the waterline relocation located on S. Mustang Road. Attached is a requested change order processed through Cowan Engineering. The change order was necessary as some on-site field modifications were required during construction. The original contract amount was for \$486,898 and with the change order will bring the total project cost to \$490,400.

7. FINANCIAL IMPACT: \$3,502 above original contract, final payment of \$174,416.70

8. STAFF'S COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT CHANGE ORDER

Change Order Number: #1 (Final)	Engineer: Cowan Group Engineering
Date: January 10, 2017	Address: 7100 N Classen, Suite 500
Bid Number: MUS-WT17-001	Oklahoma City, OK 73116
	Phone: (405) 463-3369
Project Name: Mustang Road Utilities Waterline	Fax: (405) 463-3381
Relocation of Waterline	
Contractor: Southwest Water Works LLC	Owner (Grantor): Mustang Improvement Authority
Address: 201 NW 132nd Street	Address: 1501 N. Mustang Road
Oklahoma City, OK 73114	Mustang, OK 73064
Phone: (405) 463-5665	Phone: (405) 376-4521
Fax:	Fax:

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
3	6" PVC C-900 PIPE DR-14 (TRENCHING)	LF	\$20.00	208.00	598.00	\$7,800.00
4	6" PVC C-900 PIPE DR-14 (BORE)	LF	\$50.00	216.00	0.00	(\$10,800.00)
5	12" PVC C-900 PIPE DR-14 (TRENCHING)	LF	\$35.00	2705.00	3536.00	\$29,085.00
6	12" PVC C-900 PIPE DR-14 (DIRECTIONAL DRILL)	LF	\$115.00	651.00	0.00	(\$74,865.00)
7	12" PVC C-900 (BORE)	LF	\$70.00	376.00	235.00	(\$9,870.00)
8	20" STEEL CASING BY BORE	LF	\$75.00	373.00	387.00	\$1,050.00
9	12" STEEL CASING BY BORE	LF	\$45.00	188.00	134.00	(\$2,430.00)
10	TRENCHING 0' TO 10'	LF	\$10.00	2886.00	3962.00	\$10,760.00
12	6" X 6" TAPPING SLEEVE AND VALVE WITH BOX	EA	\$2,000.00	1.00	0.00	(\$2,000.00)
13	MECHANICAL JOINT FITTINGS	LB	\$1.00	14788.00	14690.00	(\$98.00)
15	6" GATE VALVE AND BOX	EA	\$2,000.00	16.00	21.00	\$10,000.00
16	4" GATE VALVE AND BOX	EA	\$1,000.00	1.00	0.00	(\$1,000.00)
18	WATER METER AND BOX	EA	\$250.00	47.00	44.00	(\$750.00)
19	WATER SERVICE RECONNECTION (LONG)	EA	\$600.00	20.00	19.00	(\$600.00)
20	WATER SERVICE RECONNECTION (SHORT)	EA	\$400.00	27.00	25.00	(\$800.00)
21	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	\$95.00	48.00	212.00	\$15,580.00
22	REMOVE AND REPLACE ASPHALT PAVEMENT	SY	\$75.00	13.00	117.00	\$7,800.00
27	REMOVE AND REPLACE GRAVEL DRIVE	EA	\$200.00	10.00	4.00	(\$1,200.00)
26	SOLID SLAB SOD	SY	\$1.00	1910.00	0.00	(\$1,910.00)
New Items						
CO 1.1	2-INCH SERVICE AND BOX	EA	\$2,000.00	0.00	1.00	\$2,000.00
CO 1.2	SERVICE LOWERING	EA	\$500.00	0.00	44.00	\$22,000.00
CO 1.3	HYDRANT REMOVAL	EA	\$250.00	0.00	7.00	\$1,750.00
CO 1.4	WET CONNECTION	EA	\$2,000.00	0.00	1.00	\$2,000.00
Net Change Order Amount						\$3,502.00
Original Contract Amount						\$486,898.00
Total of Previous Change Order(s)						\$0.00
Total Contract Amount To Date						\$490,400.00

This Change Order \$3,502.00 Contract Time by 0 Days

Justification:	Base Bid Item revisions were to reconcile actual installation numbers and field change approvals.
	CO 1.1 is to include an unanticipated service connection connection of larger diameter. CO 1.2 is an agreed upon amount to lower services which were deeper than anticipate and shown in typical sheets. CO 1.3 and 1.4 are agreed upon prices to remedy field change approvals not in original bid line items.

RECOMMENDED:

Michael Taylor
Engineer Signature

BY:

1/16/18
Date

ACCEPTED:

Contractor Signature

BY:

Paul Mathews

Printed Name

Manning, Newber
Title

1/15/18
Date

APPROVED:

Owner Signature _____

Mustang Improvement Authority
Owner

BY:

Printed Name

Title

Date _____

Contractor's Application for Payment No.

3 (Final)

Sheet 1 of 3

To (Owner):	City of Mustang	Application Period:	From (Contractor):	Application Date:	1/15/2018
Project:	Mustang Road Utilities Waterline	Contractor's Project No.:	Southwest Water Works LLC	Via (Engineer):	Cowan Group Engineering
Owner's Contract No.:	MUS-WT17-001	Contractor's Invoice No.:		Engineer's Project No.:	14-216-011

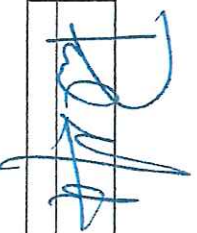
Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1 (Reconciliation)		\$109,825.00	\$106,323.00
TOTALS		\$109,825.00	\$106,323.00
NET CHANGE BY CHANGE ORDERS		\$3,502.00	

1. ORIGINAL CONTRACT PRICE..... \$ \$486,898.00
2. Net change by Change Orders..... \$ \$3,502.00
3. Current Contract Price (Line 1 + 2)..... \$ \$490,400.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ \$490,400.00
5. RETAINAGE:
 - a. 5% X Work Completed..... \$
 - b. 5% X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$490,400.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$315,983.30
8. AMOUNT DUE THIS APPLICATION..... \$ \$174,416.70
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:		Date:	1/15/2018
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Payment of:	\$ 174,416.70	(Line 8 or other - attach explanation of the other amount)
is recommended by:		(Engineer) 1/16/18 (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner) (Date)
Approved by:		Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application Sheet 2 of 3

Owner:	City of Mustang	Contractor:	Southwest Water Works LLC	Application Number	3 (Final)								
For (Contract):	Mustang Road Utilities Waterline	Engineer:	Cowan Group Engineering	Application Date	1/15/2018								
Application Period													
A													
Item		B		C		D		E		F		G	
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / E)	Balance to Finish (G - F)			
1	MOBILIZATION	1	\$15,000.00	\$15,000.00	1	\$15,000.00		\$15,000.00	100.0%				
2	CLEARING AND GRUBBING	1	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%				
3	6" PVC C-900 PIPE DR-14 (TRENCHING)	598	\$20.00	\$11,960.00	598	\$11,960.00		\$11,960.00	100.0%				
4	6" PVC C-900 PIPE DR-14 (BORE)		\$50.00										
5	12" PVC C-900 PIPE DR-14 (TRENCHING)	3,536	\$35.00	\$123,760.00	3536	\$123,760.00		\$123,760.00	100.0%				
6	12" PVC C-900 PIPE DR-14 (DIRECTIONAL DRILL)		\$115.00										
7	12" PVC C-900 (BORE)	235	\$70.00	\$16,450.00	235	\$16,450.00		\$16,450.00	100.0%				
8	20" STEEL CASING BY BORE	387	\$75.00	\$29,025.00	387	\$29,025.00		\$29,025.00	100.0%				
9	12" STEEL CASING BY BORE	134	\$45.00	\$6,030.00	134	\$6,030.00		\$6,030.00	100.0%				
10	TRENCHING 6" TO 10"	3,962	\$10.00	\$39,620.00	3962	\$39,620.00		\$39,620.00	100.0%				
11	12" X 12" TAPPING SLEEVE AND VALVE WITH BOX (MJ)	1	\$4,500.00	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%				
12	6" X 6" TAPPING SLEEVE AND VALVE WITH BOX (MJ)		\$2,000.00										
13	MECHANICAL JOINT FITTINGS	14,690	\$1.00	\$14,690.00	14690	\$14,690.00		\$14,690.00	100.0%				
14	12" GATE VALVE AND BOX	13	\$3,000.00	\$39,000.00	13	\$39,000.00		\$39,000.00	100.0%				
15	6" GATE VALVE AND BOX	21	\$2,000.00	\$42,000.00	21	\$42,000.00		\$42,000.00	100.0%				
16	4" GATE VALVE AND BOX		\$1,000.00										
17	FIRE HYDRANT ASSEMBLY	9	\$4,500.00	\$40,500.00	9	\$40,500.00		\$40,500.00	100.0%				
18	WATER METER AND BOX	44	\$250.00	\$11,000.00	44	\$11,000.00		\$11,000.00	100.0%				
19	WATER SERVICE RECONNECTION (LONG)	19	\$600.00	\$11,400.00	19	\$11,400.00		\$11,400.00	100.0%				
20	WATER SERVICE RECONNECTION (SHORT)	25	\$400.00	\$10,000.00	25	\$10,000.00		\$10,000.00	100.0%				
21	REMOVE AND REPLACE CONCRETE PAVEMENT	212	\$95.00	\$20,140.00	212	\$20,140.00		\$20,140.00	100.0%				
22	REMOVE AND REPLACE ASPHALT PAVEMENT	117	\$75.00	\$8,775.00	117	\$8,775.00		\$8,775.00	100.0%				
23	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	\$8,000.00	\$8,000.00	1	\$8,000.00		\$8,000.00	100.0%				
24	TEMPORARY EROSION AND SEDIMENT CONTROL	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%				
25	DISINFECTION AND TESTING	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%				
26	SOLID SLAB SOD		\$1.00										
27	REMOVE AND REPLACE GRAVEL DRIVE	4	\$200.00	\$800.00	4	\$800.00		\$800.00	100.0%				
CO 1.1	2-INCH SERVICE AND BOX	1	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%				
CO 1.2	SERVICE LOWERING	44	\$500.00	\$22,000.00	44	\$22,000.00		\$22,000.00	100.0%				
CO 1.3	HYDRANT REMOVAL	7	\$250.00	\$1,750.00	7	\$1,750.00		\$1,750.00	100.0%				
CO 1.4	WET CONNECTION	1	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%				
Totals				\$490,400.00		\$490,400.00		\$490,400.00	100.0%				

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** K-2
2. **MEETING DATE:** February 6, 2018
3. **TITLE:** Approval of Facility User Agreements for City of Mustang sports facilities
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:** Facility user agreements for the softball, baseball, and soccer complex were approved at the February 7, 2017 city council meeting. These agreements are set to be renewed on a yearly basis. All agreements are attached.
7. **FINANCIAL IMPACT:**
8. **STAFF'S COMMENTS:** Staff recommends approval of agreements between Mustang Youth Baseball, Mustang Youth Soccer, and Mustang Softball Association.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

Sports Facility Agreement Wild Horse Park Soccer Facility

This Agreement, made and entered into this 6TH day of FEB, 2018, between the City of Mustang (the "City") and the Mustang Youth Soccer Association, a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote soccer activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2018 through January 1, 2019**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said Property for the soccer activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the Property for athletic or recreational programs and facilities, and for no other purpose;

b. Maintain the entire Property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement

c. Construct no permanent construction on the property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review, **written approval prior to commencement of construction and improvement**, and will be subject to CITY Inspection, and all City Municipal Code requirements. It is specifically understood that all permanent fixtures and or permanent type construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by club funds within five

days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the City. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY's request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of 11:00 p.m. **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

5. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and

name the City of Mustang and the Mustang Improvement Authority as additional insureds. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the Mustang Improvement Authority and/or City of Mustang interest therein until the CITY has received 30 days prior notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the property, the insurance as set forth above, and naming the City of Mustang and the Mustang Improvement Authority as additional insureds.

e. Failure of the Club to keep the required insurance policies in force and effect during the term described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

f. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across the property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said Property.

8. The Club will, at its expense, provide the labor necessary to staff the concession and referee the games.

9. The CITY will maintain and mow the grass on the playing fields, club may assist in mowing in the event they deem necessary.

10. The Club shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department. The Club is also responsible for providing paper goods for facilities.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this Agreement exceeded City's rights then this Agreement shall be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking unless a special event permit is obtained through the City of Mustang. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall pay to the CITY a fee of \$5,000 per contract year.

16. Concession privileges for sale of refreshments and goods associated with any athletic and recreational activities operated by the Club on the Property will be the sole responsibility of the Club. All funds generated through the concession sales during Club activities shall be the property of the Club. All sales tax reporting will be sole responsibility of

the Club and follow Federal, State, and Municipal laws. Such concessions will promote the use of Property consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of the February for spring/summer activities, and the fifteenth (15th) day of July for fall/winter activities.** The City Manager's designee shall be notified in a timely manner of amendments to the schedule.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the Property. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of Club will result in cancellation of said Agreement with 45 days

prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the property. On the termination of this agreement for any reason, all improvements on the Property will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH SOCCER

ATTEST:

By _____
President

Secretary or Vice President
Mustang Youth Soccer

Sports Facility Agreement Wild Horse Park Softball Facility

This Agreement, made and entered into this 6TH day of FEB, 2018, between the City of Mustang ("City") and the Mustang Youth Softball Association, a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote softball activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January, 2018 through January 1, 2019**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said property for the softball activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the property for athletic or recreational programs and facilities, and none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent type construction on the property without prior approval of the CITY. It is further understood that all construction plans will require MIA Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type

construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by the City of Mustang within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage

e. **By July 1 and December 1 or upon CITY request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to MIA information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the City Manager or his designee** and all exterior lights except for security lights to be turned out within 15 minutes after the cessation of all such activities on the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to organizations adopted bylaws and can be held accountable to do so or agreement can be terminated following the guidelines set forth in said agreement

5. **All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.**

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), Damage or loss in connection therewith, which may be made or asserted by Club's employees or agents,

subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and named the City of Mustang as additional insured. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the property, the insurance as set forth above, naming the City of Mustang as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the term of this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further

action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said premises.

8. The Club will, at its expense, provide the labor necessary to staff the gate and umpire the games.

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this agreement exceeded the City's rights, then this agreement will be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. **All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property.** The Club shall pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying

gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY. Such concessions will promote the use of premises consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc. Such schedule shall be submitted no later than the fifteenth (15th) day of the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to

assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45 days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the property. On the termination of this agreement for any reason, all improvements on the premises will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG SOFTBALL ASSOCIATION

ATTEST:

By _____
President
Mustang Softball Association

Vice President
Mustang Softball Association

**Sports Facility Agreement
Wild Horse Park Baseball Facility**

This Agreement, made and entered into this 6TH day of FEB, 2018, between the City of Mustang ("City") and the Mustang Youth Baseball Association a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote baseball activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January, 2018 through January 1, 2019**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said property for the baseball activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the property for athletic or recreational programs and facilities, and none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent construction on the property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type construction will

become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by the City of Mustang within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated following guidelines set forth in said agreement.

5. All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or

the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and named the City of Mustang as additional insured. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the premises, the insurance as set forth above, naming the City of Mustang as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall

constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said premises.

8. The Club will, at its expense, provide the labor necessary to staff the gate and umpire the games.

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this agreement exceeded City's rights, then this agreement will become null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. **All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall**

pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY. Such concessions will promote the use of premises consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc. Such schedule shall be submitted no later than the fifteenth (15th) day of the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45 days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the Property. On the termination of this agreement for any reason, all improvements on the premises will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt

on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH BASEBALL

ATTEST:

By _____
President
Mustang Youth Baseball

Vice President
Mustang Youth Baseball

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. K-3

2. MEETING DATE: February 6, 2018

3. TITLE: AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 74 OF THE MUSTANG CODE OF ORDINANCES BY REPEALING ARTICLE II, OIL AND GAS, IN ITS ENTIRETY, AND ENACTING NEW ARTICLE II ESTABLISHING REGULATIONS FOR OIL AND GAS DRILLING, PRODUCTION AND MAINTENANCE OPERATIONS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Approve or Deny Ordinance

5. INITIATOR: Community Development Department

6. Project Description: In light of recent changes to State of Oklahoma regulations regarding oil and gas drilling in municipalities, it is time for the City of Mustang to update their regulations. Recent activity in the city also shows the need to revise our chapter relating to oil and gas drilling.

Staff has worked with counsel to revise the existing regulations to ensure that property owners are protected, while still allowing drilling to take place safely within the city limits.

Staff looked at five categories of protection for the city and its citizens related to oil and gas drilling:

1. Location – this relates to the buffer between drilling activity and existing land uses.
2. Noise – this regulates the amount of noise that can be created during drilling activity.
3. Hours – this relates to the hours trucks can service a drilling site.
4. Screening – this discusses additional screening buffers to protect neighboring land uses.
5. Travel – this relates to the route trucks may take when service a site.

This new ordinance requires a 660-foot separation for the drilling site from existing residential structures. It limits the noise allowance to an ambient noise level of 74 decibels during the day and 72 during the night. It limits the hours trucks may service the site to 7 a.m. to 7 p.m. and allows the City Council to designate a route to minimize damage to streets. It also sets standards for screening of oil and gas drilling sites less than or more than 1000 feet from dwellings.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval of the ordinance and feels that it adds important protections for citizens by placing reasonable restrictions on drilling activity.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. 1158

ORDINANCE NO. 1158

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 74 OF THE MUSTANG CODE OF ORDINANCES BY REPEALING ARTICLE II, OIL AND GAS, IN ITS ENTIRETY, AND ENACTING NEW ARTICLE II ESTABLISHING REGULATIONS FOR OIL AND GAS DRILLING, PRODUCTION AND MAINTENANCE OPERATIONS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

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

Section 1: REPEAL.

Chapter 74, Article II, Oil and Gas, of the Municipal Code of the City of Mustang, Oklahoma, is hereby repealed in its entirety.

Section 2: ENACTMENT.

Chapter 74, Article II, Oil and Gas, of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by adopting the new provisions of Article II set forth below:

**ARTICLE II. - OIL AND GAS
DIVISION 1. - GENERALLY**

Sec. 74-31. - Definitions.

The following words, terms and phrases, without regard to whether the defined terms are capitalized when used, shall have the meanings ascribed to them in this section, unless the context clearly indicates or requires a different meaning. All technical or oil and gas industry words or phrases used in this article and not specifically defined in this section shall have that meaning customarily attributable thereto by prudent operators in the oil and gas industry. Except as otherwise provided, these definitions shall be applicable only to this article.

City means the City of Mustang, Oklahoma.

Commercial disposal well means a well where the owner/operator receives and disposes of produced water or any other deleterious substance from multiple well owners/operators and receives compensation for these services and where the owner/operator's primary business objective is to provide these services. This definition does not include those private wells established for on-site disposal of produced water from wells within a common unit established by the OCC.

Completion operations or completion means that portion of the drilling activities that includes the work that is performed after initial drilling activities and prior to production activities for the purpose of optimizing the production of a well.

Deleterious substance means any chemical, saltwater, oilfield brine, waste oil, waste emulsified oil, basic sediment, mud or injurious substances produced or used in the drilling, development, producing, transportation, refining and processing of oil, gas or condensate.

Drilling means the process by which the earth is bored to create a pathway to formations containing hydrocarbons to allow for their production to the surface.

Drilling activities means those activities commonly performed at the drilling and production site necessary or incidental to getting hydrocarbons to market, including completion, re-drilling, re-completion or re-working operations, but not including production activities or establishment of a commercial disposal well as defined in this article.

Drilling and production site means the area dedicated to all gas well drilling or production activities, or both, including the drilling and production area, all structures, dehydrators, parking areas, security cameras, lighting, tanks, tank battery (or any other tank grouping area), drilling rigs, separators, compressors as associated with gathering lines, perimeter walls, utilities, and all other features or objects contemplated for use during and after gas well drilling or production activities, as designated on the conditional use permit site plan. Excluded from this definition are gathering and transmission lines and compressor stations and commercial disposal wells as defined in this article.

EPA means the United States Environmental Protection Agency or successor agency.

Gas means gas or natural gas, as such terms are used in the rules, regulations, or forms of the Oklahoma Corporation Commission. Typically, a naturally-occurring gaseous substance primarily composed of methane and other light, gaseous hydrocarbons.

Gas production means the phase that occurs after successful exploration, drilling and development involving operations including, but not limited to, gas wells, tanks, dehydrators, separators, mud pits, ponds, tank batteries or associated mechanical equipment, and during which hydrocarbons are extracted from the gas field, but does not include the operation of a commercial disposal well as defined in this article.

Gas well means any well drilled for the production of gas or classified as a gas well under Oklahoma Statutes or Oklahoma Corporation Commission Regulations.

Hazardous materials management plan means the hazardous materials management plan and hazardous materials inventory statements required by the Fire Code.

OCC means "Oklahoma Corporation Commission" or successor agency.

ODEQ means "Oklahoma Department of Environmental Quality" or successor agency.

Oil means oil or crude oil as such terms are used in the rules, regulations, or forms of the Oklahoma Corporation Commission.

Oil and gas inspector or inspector means an inspector designated by the city that is responsible for primary enforcement of this article.

Oil production means the phase that occurs after successful exploration, drilling and development involving operations including, but not limited to, oil wells, tanks, dehydrators,

separators, mud pits, ponds, tank batteries or associated mechanical equipment, and during which hydrocarbons are extracted from the oil field, but does not include the operation of a commercial disposal well as defined in this article.

Operator means the person(s) in charge and in control of drilling, maintaining, operating, pumping, or controlling any well or pipeline including without limitation, a unit operator.

Pit means a temporary or permanent containment for circulated fluids and drilling products or waste.

Plugging and abandonment means "plugging" as defined by the Oklahoma Corporation Commission and includes the plugging of the well, abandoned, orphaned or otherwise, and restoration of the drilling and production site as required by this article.

Pollution means the contamination or other alteration of the physical, chemical or biological properties of any natural waters of the city, or such discharge of any liquid, gaseous or solid substance into any water of the city as will or is likely to create a nuisance or render such waters harmful or detrimental or injurious to public health, safety or welfare, to domestic, commercial, industrial, agricultural, recreational or other beneficial uses, or to livestock, animals or aquatic life.

Producing well means a well that has been completed and is presently capable of yielding oil or gas.

Production activities or production means the extraction of hydrocarbons from a well after drilling and completion, but does not include the operation of a commercial disposal well as defined in this article.

Production site means that area of the drilling and production site utilized for production activities after well completion.

Protected use means any dwelling, church, public park, public library, medical facility, pre-kindergarten, kindergarten or elementary, middle or high school, public pool, senior center, or public recreation center.

Separation boundary means the location of the property line of the nearest protected use, nearest lot line of a previously platted residential subdivision, or closest property line of an adjoining use that is not defined as a protected use, as measured from the drilling and production site.

Tank means a natural or man-made container, covered or uncovered, in which to store, contain or mix liquids or hydrocarbons used or produced in conjunction with the drilling, stimulation or production operations of an oil or gas well.

Well, unless specifically qualified, means any hole or bore drilled to any depth for the purpose of producing oil, gas or liquefied petroleum matter or for the injection or disposal of any of such materials.

Sec. 74-32. - Findings, purpose, intent and authority.

- (a) Findings. The regulations contained in this article are supported by the following findings of fact:
- (1) Oil and gas drilling and production is an important component of the Mustang area economy.
 - (2) Oil and gas well drilling and production activities create conditions that potentially threaten the health, safety and general welfare of persons residing or working on property in proximity to such operations.
 - (3) Oil and gas well drilling and production activities, in the absence of local regulatory controls, may generate noxious aerial emissions, introduce contaminants into groundwater, emit high noise or light levels, produce large volumes of dust, congest local streets, present fire or chemical spill hazards and produce other deleterious effects, all of which fall disproportionately on adjacent land uses, and which can result individually or cumulatively in injury to persons or damage to property and inhibit the quiet peace and enjoyment of the surface uses of real property in the vicinity of such operations.
 - (4) The proliferation of oil and gas well pad sites within the city creates conflicts between such development and other existing and future surface uses of real property within the city. To assure the compatibility of residential, commercial, industrial and agricultural uses with oil and gas well development, it is necessary for the city to regulate the location of oil and gas well operations relative to other surface uses of real property within the city consistent with the right of mineral owners to reasonably access subsurface resources.
 - (5) The city recognizes that the State of Oklahoma regulates oil and gas well drilling and production activities. The regulations in this article are intended to supplement such standards and additionally implement compatible local measures that assure the health, safety and general welfare of the city's residents and businesses.
- (b) Purpose and intent. In order to protect the public health, peace, safety and welfare of the city and its residents, this article is created to establish reasonable and uniform limitations, safeguards and controls for the drilling and operation of wells and production of oil, gas and other hydrocarbon substances within the corporate limits of the city, and to provide that this land use may be conducted in harmony with other uses within the city. The provisions set forth in this article shall be considered as minimum requirements and shall not relieve any person from any duty imposed by law to use reasonable care and take reasonable precautions for the safeguarding of people and the protection of and noninterference with property rights.
- (c) Authority . This article is adopted pursuant to authority vested under the constitution and laws of the State of Oklahoma and the Mustang City Charter. Each authorization identified in this article shall be construed as an exercise of the city's police, nuisance, and zoning powers pursuant to the Charter and Oklahoma Statutes.

Sec. 74-33. - Applicability of article to existing operations.

This article shall not apply to any producing oil or gas well located within the boundaries of the city on the effective date of this article. Such wells shall remain subject to the requirements of any ordinance that was in effect at the time of drilling.

Sec. 74-34. - Violations; penalties.

It shall be unlawful and an offense for any person to violate or neglect to comply with any provision of this article, irrespective of whether or not the verbiage of each section of this article contains the specific language that such violation or neglect is unlawful and is an offense. Any person who shall violate any of the provisions of this article, or any of the provisions of a drilling and operating permit issued pursuant to this article, or any condition of the bond filed by the permittee pursuant to this article, or who shall neglect to comply with the terms of this article, shall be punished as provided in section 1-8. Each violation of each separate provision of this article, or of the permit, or of the bond, shall be considered a separate offense, and each day's violation of each separate provision thereof shall be considered a separate offense. In addition to such penalties, it is further provided that the city council, at any regular or special session or meeting thereof, may, provided ten days' notice has been given to the permittee that revocation is to be considered at such meeting, revoke or suspend any permit issued under this article and under which drilling or producing operations are being conducted if the permittee thereof has violated any provisions of the permit or the bond or this article.

Secs. 74-35—74-50. - Reserved.

DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

Subdivision I. - In General

Sec. 74-51. - Oil and gas inspector.

- (a) The city manager shall appoint a qualified person whose duty it shall be to enforce the provisions of this article.
- (b) The oil and gas inspector shall have the authority to issue such orders or directives as are required to carry out the intent and purpose of this article and its particular provisions. Failure to abide by any such order or directive shall be a violation of this article.
- (c) The oil and gas inspector shall have the authority to go upon and inspect any premises covered by the terms of this article to ascertain whether this article and the applicable laws, rules, regulations, standards or directives of the state are being complied with. Failure to permit access to the appointed inspector shall be deemed a violation of this article.
- (d) The oil and gas inspector shall have the authority to request and receive any records specified in this article relating to the status or condition of any well or project or the appurtenances thereof within the city. Failure to provide any such requested material shall be deemed a violation of this article.

Sec. 74-52. - Annual inspection of wells required; reports to city manager.

All oil and gas wells shall be inspected annually, or within 60 days of completion, whichever is first. The oil and gas inspector shall annually prepare a report to the city manager on the condition of each drill site for compliance with this article and other applicable laws.

Sec. 74-53. - Annual inspection fee.

There is levied an annual police regulation and inspection fee upon each well operated or maintained for the purpose of producing petroleum and/or natural gas therefrom within the corporate limits of the city in the amount set forth in section 42-74 to cover the expenses of enforcing the provisions contained in this article. This annual license fee is in addition to the permit fee required in section 74-73, and shall be paid to the city treasurer before the issuance of any permit for the drilling or putting down of any oil or gas well, and shall be paid before January 10 of each year.

Sec. 74-54. - Order to cease operations.

- (a) If the city manager or his designee finds that, in his judgment, a hazard to life or natural resources exists, he shall order immediate rectification of the cause. If the permittee takes no immediate measure to reduce the hazard, or the situation is so perilous as to constitute an imminent threat to safety, then in either of these events he may order the prompt cessation of activity, and if necessary the clearance of the premises.
- (b) The appointed inspector shall apply to the city manager for a hearing upon such order, which hearing shall be held not longer than 24 hours after the issuance of the order by the inspector. The city manager shall determine if proper cause existed, and, if not, shall order the permittee's activity to resume without delay. If the city manager determines that proper cause did exist for the order to cease activity to be issued, then he shall make whatever ruling is proper to ensure rectification of the cause of the peril. Such ruling and compliance with it by the permittee shall not be construed to absolve the permittee of any liability for any violation of this article or for any damage or injury caused thereby.

Sec. 74-55. - Appeals.

Any permittee under this article aggrieved by any order, directive or ruling issued by the appointed inspector, or by any ruling by the city manager, may appeal the order, directive or ruling to the city council, which shall hear the matter at its next scheduled meeting. The lodging of such appeal shall not stay the enforcement of any of the provisions of this article. The council, upon hearing the matter, may issue whatever ruling or order is appropriate, provided that such ruling or order is in keeping with the spirit and purpose of this article.

Secs. 74-56—74-70. - Reserved.

Subdivision II. - Permit

Sec. 74-71. – Permits required; application; conditional use permit; additional submittals.

- (a) It is unlawful and an offense for any person, either for himself or acting as agent, employee or servant of any other person, to open any well or to permit to flow therefrom any petroleum or natural gas, or to engage in any work or to erect any structures, tanks, machinery, pipelines or other appurtenances incident to the

production of petroleum or natural gas, or to operate, maintain or permit to exist any equipment, structures or appurtenances incident to such production or to use or maintain any property or premises for such production within the city, unless a drilling permit for the drilling and operation of the well has been first obtained as provided by the terms of this subdivision, and a conditional use permit has been obtained as provided by Sections 122-212 and 122-57 of the Code.

- (b) Before any permit for the drilling of any petroleum or gas well is issued, in addition to the application requirements for a conditional use permit as set forth in section 122-57, a written application, signed by the applicant or an authorized designee, shall be filed with the city, and shall provide the following information:
- (1) The location, by metes and bounds description, and dimensions of the drilling and production site.
 - (2) A plat, drawn to scale, showing the correct dimensions and location of the proposed well, together with tanks, pits, pipelines, embankments, fences, drilling and production site ingress and egress points, measured distance from the well site to buildings and structures, temporary and permanent fencing and landscaping, and other details of the proposed use of the property necessary and incidental to the drilling of the well.
 - (3) A map or aerial photo showing the location of the proposed drill site, access roads, traffic routes to the site, all affected floodways and floodplains, the location of any protected use within 960 feet of the drilling and production site, the location of any permanent structure not defined as a protected use within 700 feet of the drilling and production site, distances between the proposed drilling and production site and adjoining property lines, and the location of existing and proposed underground pipelines .
 - (4) A statement regarding the provision of water to the drill site during the drilling of the well.
 - (5) A drilling prognosis to specify the amount, weight and size of conductor pipe and surface pipe.
 - (6) A written plan for the disposal and/or removal of deleterious substances produced.
 - (7) A copy of the intent to drill as approved by the state corporation commission.
 - (8) The name, address and emergency phone number of the operator and driller.
 - (9) The name, address and phone number of the surface owner of the proposed drill site.
 - (10) The name and address of an official company service agent who resides within the State of Oklahoma.
 - (11) A description of how all on-site standards set forth in this article will be achieved. All conditions set forth in any prior conditional use permit approved for the drilling and production site shall be included in the application submittal.
 - (12) The applicant shall also submit the following plans with the application for a conditional use permit:
 - (i) Drilling/completion and production mitigation plans prepared in accordance with section 74-106;
 - (ii) A site reclamation plan prepared in accordance with section 74-106;
 - (iii) An erosion and sediment control plan prepared in accordance with Chapter 50 of the Code;

- (iv) Certified copy of all permits required by the Oklahoma Corporation Commission (OCC) and Oklahoma Department of Environmental Quality (ODEQ); and
 - (v) Certificates of insurance coverage and security as required by sections 74-75 and 74-76.
- (c) Before an oil or gas drilling application is accepted, the applicant must pay an application and processing fee in the sum set forth in section 42-74, which shall be nonrefundable, and which shall be in addition to the fees provided for in sections 74-73 and 74-53.
- (d) The applicant shall submit a certified list of the names and addresses, with legal descriptions, of all property owners of record within 300 feet of the exterior boundaries of the proposed drill site.

Sec. 74-72. - Public hearing.

- (a) Required. Before a permit for the drilling of an oil or gas well shall become effective, a public hearing shall be held in relation thereto before the planning commission, at which parties of interest and citizens shall have an opportunity to be heard.
- (b) Notice. The clerk of the planning commission shall cause notice of the public hearing to be mailed to any property owners on the certified list provided pursuant to section 74-71 at least ten days before hearing before the planning commission. Notice of the public hearing before the planning commission shall be published in a paper of general circulation at least 15 days prior to the hearing. The notice shall contain the following information:
 - (1) The date, time and place of the hearing.
 - (2) Legal description and approximate address of the drill site.
- (c) Authority of planning commission. The planning commission shall have the following jurisdiction and authority:
 - (1) Receive applications and make recommendations to the city council as to the manner in which a particular application will affect the land usage of the city, taking into consideration the health, general welfare and safety of the inhabitants of the city.
 - (2) Review and make recommendations to the city council on approved permits when changes or deviations from the approved permit are requested.
- (d) Permits to be approved by council. No permit for the drilling of an oil or gas well shall be issued without approval by the city council, after a hearing by the planning commission.
- (e) The burden of proof on all matters considered in the hearing shall be upon the applicant/operator.
- (f) The city council may require an increase in the distance the well is set back from any protected use, or require any change in operation, plan, design, layout or any change in the on-site and technical regulations in this article, including fencing, screening, lighting, delivery times, noise levels, or any other matters reasonably required by public interest.

Sec. 74-73. - Amount of fee.

Upon approval by the city council, the fee for the drilling or putting down of each well for the purpose of producing oil and/or gas shall be as set forth in section 42-74. Before the issuance of any permit for the drilling or putting down of any such oil and/or gas well, such sum shall be paid to the city treasurer.

Sec. 74-74. - Time limit for payment of fee; expiration of permit.

The permit fee provided for in section 74-73 shall be paid not later than 90 days after approval by the city council of the drilling application, or prior to commencement of any drilling operation, whichever event occurs first. If the permit fee is not paid within such time, the permit shall not be issued, and approval shall be automatically cancelled and a new drilling application shall be required. The city council may extend the time for payment beyond 90 days for good cause shown. The drilling permit shall be valid for one year from the date of issuance, and if drilling is not commenced within that time the permit shall be rescinded and a new application required.

Sec. 74-75. - Bond or other surety.

Before an oil or gas drilling permit may be issued by the city council, the permittee shall file with the city, subject to the approval of the city council, one of the following guarantees, conditioned that the permittee shall comply with the terms and conditions of this article in the operation of the well for either natural or artificial production or injection; and conditioned that the permittee will promptly pay fines, penalties and other assessments imposed upon the permittee by reason of breach of any of these terms, provisions and conditions, and that the permittee will promptly restore to their former condition the streets, sidewalks and other public property of the city which may be disturbed or damaged in the permittee's operation, and that the permittee will promptly clear all premises of all litter, trash, waste and other substances, and will, after abandonment, grade, level and restore the property to the same surface condition, as practicable as is possible, as existed prior to commencing operations; and further that the permittee shall indemnify and hold harmless the city from any and all liability attributable to granting the permit. Said bond, deposit or letter of credit shall become effective on or before the date the same is filed with the city and remain in full force and effect for at least 12 months subsequent to the expiration of the Conditional Use Permit or well abandonment, whichever occurs later. The bond or letter of credit submitted shall cover all wells drilled or operated by operator within the city. The guarantee shall be in one of the following forms, and shall remain in full force and effect, and be maintained in such amount, for the life of the well:

- (a) The applicant shall provide a bond in the principal sum of \$25,000.00. The bond shall be executed by a reliable insurance company authorized to do business in the state, with the applicant as principal, running to the city for the benefit of the city and all persons concerned.
- (b) The applicant shall deposit cash or other instrument readily convertible into cash at face value, either with the city or in escrow with a bank or savings and loan institution, in the amount of \$25,000.00. In the case of any escrow account, the applicant shall file with the city council an agreement between the financial institution and himself guaranteeing the following:

- (1) That the funds of the escrow account shall be held in trust until released by the city council and may not be used or pledged by the applicant as security in any other matter during that period; and
 - (2) That in the case of a failure on the part of the applicant to comply with the provisions of this article as stated in this article, the financial institution shall immediately move the funds in the account so as to be available to the city to use in the correction of violations of this article.
- (c) The applicant shall provide an irrevocable letter of credit from a bank or other reputable institution, certifying the following:
- (1) That the creditor does guarantee funds of not less than \$25,000.00 for a term not less than one year;
 - (2) That, in the case of failure on the part of the applicant to comply with the provisions stated in this article, the creditor shall pay to the city immediately and without further action such funds as are necessary to finance the correction of the violations, up to the stated limit of credit; and
 - (3) That this letter of credit may not be withdrawn or reduced in amount until approved by the city council.

Sec. 74-76. - Insurance.

In addition to the bond required in section 74-75, the applicant for a permit under this subdivision shall file with the city, subject to the approval of the city council, the following certificates of insurance, to remain in full force and effect for the life of the well, except as provided in this section:

- (a) Composite extra expense coverage.
- (1) The applicant shall obtain composite operator's extra expense coverage providing a minimum of \$2,000,000.00 applicable to:
 - (i) Control of the well.
 - (ii) Cleanup and containment.
 - (iii) Seepage, pollution and contamination.
 - (2) It is further conditioned that this coverage will insure 100 percent of the interest in the wells required to be covered under this section. The insurance shall remain in force for the life of the well, and until such time as it is plugged and abandoned in accordance with state corporation commission rules and regulations governing such matters. The city shall be named as an additional insured on such insurance policy, and the permittee shall indemnify and hold harmless the city from any and all liability, including loss of use, resulting from the pollution of city water.
- (b) General liability insurance.
- (1) In addition to the bond and insurance otherwise required in this article, the applicant shall carry a policy of comprehensive general liability insurance naming the city as an additional insured, issued by an insurer authorized to do business within the state. The policy shall include coverage for independent contractors, contractual liability, broad form property damage, underground resources property damage, and blowout and cratering property damage. No exclusion shall be applicable limiting coverage for operations within the city limits. The policy shall

provide the following minimum coverage, including the items set forth in this subsection:

- (i) Bodily injury: \$2,000,000.00 per occurrence.
 - (ii) Property damage: \$1,000,000.00.
- (2) The permittee shall file with the city clerk certificates of the insurance as stated in this subsection at the time of application for approval by the city council.
- (3) If, after completion of a producing well, the permittee has complied with all of the provisions of this article, such as removing derricks, clearing premises and the like, he may apply to the city council to have the insurance policy reduced as follows:
- (i) Bodily injury: \$1,000,000.00.
 - (ii) Property damage: \$500,000.00.

Sec. 74-77 Transfer of Conditional Use Permit.

A conditional use permit for oil or gas drilling or production may be transferred by the operator with the written consent of the city if the transfer is in writing signed by both parties, if the transferee agrees to be bound by the terms and conditions of the transferred permit, if all information previously provided to the city as part of the application for the transferred permit is updated to reflect any changes, and if the transferee provides the insurance and security required by section 74-75 and 74-76. The insurance and security provided by the transferor shall be released if a copy of the written transfer is provided to the city and all other requirements provided in this subsection are satisfied. The transfer shall not relieve the transferor from any liability to the city arising out of any activities conducted prior to the transfer.

Sec. 74-78. – Operator's agent.

Every operator of any well shall designate an agent, who is a resident of the State of Oklahoma, upon whom all orders and notices provided in this article may be served in person or by registered or certified mail. Every operator so designating such agent shall within ten days notify the Development Director in writing of any change in such agent or such mailing address unless operations within the city are discontinued.

Secs. 74-79—74-100. - Reserved.

DIVISION 3. - DRILLING RESTRICTIONS

Sec. 74-101. - Number of wells per permit area.

- (a) It is unlawful and an offense for any person to drill or put down one or more oil or gas wells upon any one permit area unless a permit therefor shall have been first approved by the city council for each individual well.
- (b) No permit shall be issued for any subsequent well to be placed on a previously approved drilling and production site unless approved by the city council according to the procedures set forth in section 74-71, except that no ownership list shall be required or application fee paid.
- (c) No public notice shall be required for additional wells on an approved drilling and production site.

Sec. 74-102. - Compliance with applicable regulations.

It is unlawful and an offense for any person to drill or put down any petroleum or natural gas well or to erect, maintain, operate or permit to exist any such well, structures, equipment, pipelines, machinery, tanks or other appurtenances in violation of any of the ordinances of the city or the laws of the state, or in violation of any of the regulations, rules or orders of the corporation commission of the state.

Sec. 74-103. - Wells prohibited in certain locations.

In order to preserve and safeguard the life, property, public peace, safety and general welfare of the city and the citizens thereof, there are established certain non-drilling territories in which no well shall be drilled or put down for the production of petroleum and/or natural gas, which territories are particularly described as follows:

- (a) No well shall be drilled or put down for the production of oil and/or gas or injection of produced fluids at any point less than a distance of 660 feet from the separation boundary of any protected use or any lot located within a previously platted residential subdivision.
- (b) No oil or gas wells shall be permitted to be drilled in any city park or publicly held property.
- (c) No well shall be drilled or put down for the production of oil and/or gas or injection of produced fluids at any point less than a distance of 400 from the nearest outside wall of any structure other than those defined as a protected use.
- (d) All drilling and completion operations proposed within a FEMA One Hundred Year Designated Floodplain shall comply with the adopted Flood Hazard Regulations and shall be fully flood proofed.

Sec. 74-104. - Disposal wells.

Commercial disposal well drilling and operation may be conducted in areas zoned "I-2" or "I-3" provided the operator of such well has obtained a conditional use permit from the city council, after notice and hearing, as required by this article.

Sec. 74-105. - Environmental requirements and performance standards.

Any drilling of oil and gas wells or production shall be subject to the following requirements:

- (a) All oil operations, drilling and production operations shall be conducted in such a manner as to eliminate, as far as practicable, dust, noise, vibration or noxious odors, and shall be in accordance with the best accepted practices incident to exploration for, drilling for and production of oil, gas and other hydrocarbon substances. Proven technological improvements in exploration, drilling and production methods shall be adopted as they become from time to time available, if capable of reducing factors of nuisance and annoyance.
- (b) All engines shall be equipped with adequate mufflers. Exhaust from any internal combustion engine or compressor, stationary or mounted on wheels, used in connection with the drilling of any well or for use on any production equipment shall

not be discharged into the open air unless equipped with a "hospital" grade muffler or equivalent control device constructed of noncombustible materials sufficient to suppress noise and disruptive vibrations and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.

- (c) The motive power for all well pumping equipment shall be electricity. No diesel-powered equipment shall be used.

Sec. 74-106. Mitigation and restoration plans.

- (a) Drilling/completion mitigation plan. The drilling/completion mitigation plan shall describe all temporary measures and controls to be established by the operator to minimize the effects of noise, dust, odors, chemicals, and other negative impacts of oil and gas drilling on adjoining properties emanating from the drilling and production site during the drilling and completion of the well.

The drilling/completion mitigation plan shall include a noise abatement study which shall articulate how compliance with section 74-107 shall be accomplished during drilling and production operations. The study shall:

- (1) Identify operation noise impacts;
- (2) Provide documentation establishing the ambient noise level prior to construction of any wellhead, compressor or compression facility, said ambient level being based upon a continuous 72-hour period that includes one 24-hour period over a Saturday or Sunday; and
- (3) Detail how the impacts will be mitigated, based upon consideration of specific area characteristics, including but not limited to the following:
 - i. Nature and proximity of adjacent development, location and type;
 - ii. Seasonal and prevailing weather patterns, including wind directions;
 - iii. Vegetative cover on or adjacent to the site; and
 - iv. Topography.

The drilling/completion mitigation plan may be submitted in the form of a site diagram, provided sufficient description of the mitigation and control measures are provided, including references to applicable OCC Regulations and/or this article.

No conditional use permit shall be issued until a drilling/completion mitigation plan is approved by the planning commission and no drilling activities shall commence until said plan is fully implemented by the operator at the drilling and production site.

- (b) Production mitigation plan. The production mitigation plan shall describe the location, by metes and bounds description, and dimensions of the production site. Said plan shall additionally describe all permanent measures and controls to be established by the operator to minimize the effects of noise, dust, odors, chemicals, and other negative impacts of oil and gas production on adjoining properties emanating from the production site during the production life of the well. The plan may be submitted in the form of a site diagram, provided sufficient description of the mitigation and control measures are provided, including references to applicable OCC Regulations and/or this article.

The production mitigation plan shall be filed with the application for a conditional use permit. It shall be fully implemented by the operator within 30 days of completion. The plan may be amended upon application of the operator and approval by the planning commission after notice and hearing in accordance with section 74-72.

- (c) Site reclamation plan. The site reclamation plan shall describe both closure and post-closure measures and controls, including plugging or abandonment, specifically setting forth how the final site closure will be achieved, a detailed description of the closure methods, and any subsequent activities necessary to minimize the need for drilling and production site care after closure.

Sec. 74-107. Standards for oil and gas well drilling and completion.

- (a) The ambient noise level shall be 69 dB. No operation conducted on the drilling and production site shall create any noise which causes an exterior noise level when measured at the separation boundary for a protected use that:

- (1) Exceeds the ambient noise level by more than five decibels during daytime hours and more than three decibels during nighttime hours;
 - (2) Creates pure tones where one-third octave band sound-pressure level in the band with the tone exceeds the arithmetic average of the sound-pressure levels of two contiguous one-third octave bands by five dB for center frequencies of 500 Hertz and above, and by eight dB for center frequencies between 160 and 400 Hertz, and by 15 dB for center frequencies less than or equal to 125 Hertz;
- or

- (3) Creates low-frequency outdoor noise levels that exceed the following dB levels:

16 Hz octave band	69 dB
31.5 Hz octave band	69 dB
64 Hz octave band	69 dB

- (4) Adjustments to the noise standards as set forth above may be permitted intermittently in accordance with the following:

Permitted Increase (dBA)	Duration of Increase (minutes)*
10	5
15	1
20	Less than 1

* Cumulative minutes during any one hour.

- (5) The exterior noise level generated by operations at the drilling and production site shall be continuously monitored for compliance. The cost of such monitoring shall be borne by the operator. If a complaint is received by either the operator or the city from the occupant of any protected use, the operator shall, within 24 hours of notice of the complaint, continuously monitor for a 72-hour period the exterior noise level generated by operations at the drilling and production site at the nearest property line of the source of the complaint.
- (6) Acoustical blankets, sound walls, mufflers, landscaping or other alternative methods may be used to ensure compliance. All soundproofing shall comply with accepted industry standards and applicable fire codes.

- (7) The sound level meter used in conducting noise evaluations shall meet the American National Standard Institute's Standard for sound meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.
- (8) A citation may be immediately issued for failure to comply with the provisions of this subsection. However, if the operator is in compliance with the approved drilling/completion mitigation plan, and a violation still occurs, the operator will be given 24 hours from notice of noncompliance to correct the violation from an identified source before a citation is issued. Additional extensions of the 24-hour grace period may be granted in the event that the source of the violation cannot be identified after reasonable diligence by the operator.
- (b) Exhaust from any internal combustion engine or compressor, stationary or mounted on wheels, used in connection with the drilling of any well or for use on any production equipment shall not be discharged into the open air unless equipped with a "hospital" grade muffler or equivalent control device constructed of noncombustible materials sufficient to suppress noise and disruptive vibrations and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.
- (c) The operator shall minimize the escape of toxic, noxious or offensive odors, fumes, and emissions from the drilling and production site during drilling and completion operations. Gas emissions shall be shielded from the direction of any protected use located adjacent to the drilling and production site. Air quality at the separation boundary of an adjoining protected use shall meet applicable EPA or ODEQ standards during such operations. The oil and gas inspector may require the installation of air quality monitoring devices at the separation boundary upon receipt of a complaint or whenever conditions warrant such action. The cost of monitoring may be assessed against the operator.
- (d) The operator shall minimize the escape of dust from the drilling and production site during drilling and completion operations. Clean water shall be applied to the drilling and production Site and all unpaved points of access to said site to prevent dust migration to adjoining properties, as necessary. The operator may utilize a chip seal or equivalent best management practice approved by the city in lieu of watering for dust mitigation.
- (e) All electric lines to drilling and production facilities shall be located in a manner compatible to those already installed in the surrounding area.
- (f) No operator shall excavate or construct any lines for the conveyance of fuel, water, or minerals on, under, or through the streets or alleys or other land of the city without an easement or right-of-way agreement from the city.
- (g) The operator shall utilize secondary containment measures in accordance with OCC Regulations. In the absence of such regulations, outside storage areas shall be equipped with a secondary containment system designed to fully contain a spill quantity equal to the aggregate rated capacity of all tanks and vessels located on the drilling and production site. Secondary containment shall be designed to include the volume of a 24-hour rainfall as determined by a 25-year storm and provision shall be made to drain accumulations of ground water and rainfall.
- (h) The city council may in a conditional use permit designate specific routes to and from the drilling and production site for trucks and other vehicles used in conjunction with drilling and completion operations to minimize excessive wear and tear or damage to city streets.

Sec. 74-108 Standards for oil and gas well production.

- (a) All production operations proposed within the FEMA One Hundred Year Designated Floodplain shall comply with the adopted flood hazard regulations and shall be fully flood proofed.
- (b) The production site shall be of sufficient size and dimension to permit the entry and safe movement of emergency and fire vehicles.
- (c) The Production Site shall be screened with an opaque permanent fencing sufficient to secure the area where production activities are conducted and to protect adjoining uses from the deleterious effects of noise, light, dust, and other nuisances associated with production activities, consistent with the standards set forth in this Code. The presumptive minimum height of such fencing shall be eight feet. Provided, however, the minimum height may be reduced if trees or similar vegetation are planted in the separation area between the production site and any adjoining protected use.
- (d) The ambient noise level shall be 69 dB. No operation conducted on the production site shall create any noise which causes an exterior noise level when measured at the separation boundary for a protected use that:
 - (1) Exceeds the ambient noise level by more than five decibels during daytime hours and more than three decibels during nighttime hours;
 - (2) Creates pure tones where one-third octave band sound-pressure level in the band with the tone exceeds the arithmetic average of the sound-pressure levels of two contiguous one-third octave bands by five dB for center frequencies of 500 Hertz and above, and by eight dB for center frequencies between 160 and 400 Hertz, and by 15 dB for center frequencies less than or equal to 125 Hertz; or
 - (3) Creates low-frequency outdoor noise levels that exceed the following dB levels:

16 Hz octave band	69 dB
31.5 Hz octave band	69 dB
64 Hz octave band	69 dB
 - (4) Adjustments to the noise standards as set forth above may be permitted intermittently in accordance with the following:

Permitted Increase (dBA)	Duration of Increase (minutes)*
10	5
15	1
20	Less than 1

* Cumulative minutes during any one hour
- (5) The exterior noise level generated by operations at the production site may be monitored by the city for compliance. If a complaint is received by either the operator or the city from the occupant of any protected use, the operator shall, within 24 hours of notice of the complaint, continuously monitor for a 72-hour period the exterior noise level generated by operations at the production site at the nearest property line of the source of the complaint.
- (6) Landscaping, sound walls, and other alternative permanent methods may be utilized to mitigate noise emanating from the production site. All soundproofing shall comply with accepted industry standards and applicable fire codes.

- (7) The sound level meter used in conducting noise evaluations shall meet the American National Standard Institute's Standard for sound meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.
- (8) A citation may be immediately issued for failure to comply with the provisions of this subsection. However, if the operator is in compliance with the approved production mitigation plan, and a violation still occurs, the operator will be given 24 hours from notice of noncompliance to correct the violation from an identified source before a citation is issued. Additional extensions of the 24-hour grace period may be granted in the event that the source of the violation cannot be identified after reasonable diligence by the operator.
- (e) Motive power for all production operations shall be by utility-provided electricity. All electric lines to drilling and production facilities shall be located in a manner compatible to those already installed in the surrounding area.
- (f) The operator shall minimize the escape of toxic, noxious, or offensive odors, fumes, and emissions from the production site during production operations. Gas emissions shall be shielded from the direction of any protected use located adjacent to the production site. Air quality at the separation boundary of an adjoining protected use shall meet applicable EPA or ODEQ standards during production operations. The oil and gas inspector may require the installation of air quality monitoring devices at the separation boundary upon receipt of a complaint or whenever conditions warrant such action. The cost of monitoring may be assessed against the operator.
- (g) The operator shall minimize the escape of dust from the production site during production operations. Clean water shall be applied to the production site and all unpaved points of access to said site to prevent dust migration to adjoining properties, as necessary. The operator may utilize a chip seal or equivalent best management practice approved by the city in lieu of watering for dust mitigation.
- (h) The operator shall utilize secondary containment measures in accordance with OCC Regulations. In the absence of such regulations, the operator shall construct a secondary containment system at the production site designed to fully contain a spill quantity equal to 150 percent the aggregate rated capacity of all tanks and vessels located on the production site. Secondary containment shall be designed to include the volume of a 24-hour rainfall as determined by a 25-year storm and provision shall be made to drain accumulations of ground water and rainfall.
- (i) The production site shall remain free of all weeds, rubbish, brush, trash or debris at all times.
- (j) The operator shall remove or cause to be removed all contamination and associated waste materials after any spill, leak or discharge. Clean-up operations shall begin immediately.
- (k) The operator shall close the production site in a manner that minimizes the need for care after closure. To achieve this requirement, the site shall be reclaimed to the condition identified on the site reclamation plan, as nearly as practicable.

Sec. 74-109. – Work Hours

Site development, other than drilling, shall be conducted only between 7:00 a.m. to 7:00 p.m. Truck deliveries of equipment and materials associated with drilling and/or production, well servicing, site preparation and other related work conducted on the well site shall be limited to

between the hours of 7:00 a.m. to 7:00 p.m. except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production. All formation fracture stimulation operations shall be conducted during daylight hours as defined by this article. "Flowback" operations to recover fluids used during fracture stimulation shall be exempt from work hour restrictions, but are subject to compliance with noise restrictions contained in this article. All workover operations shall be restricted to daytime hours.

Secs. 74-109—74-130. - Reserved.

DIVISION 4. - WELL OPERATION

Sec. 74-131. - Deposit or drainage of deleterious substances.

No person shall deposit, drain or divert into or upon any public highway, street or alley, drainage ditch, storm drain, sewer, gutter, paving, creek, river, lake or lagoon any oil or oil liquid with petroleum content or any mud, rotary mud, sand, water or saltwater, or in any manner permit, by seepage, overflow, deliberate release or otherwise, the escape of any of such substances from any property owned, leased or controlled by such person.

Sec. 74-132. - Fencing and/or screening around well sites.

If a well site is situated less than 1,000 feet from any dwelling, the well, together with all related equipment and storage facilities, shall be completely enclosed by fencing and/or screening sufficient to obscure visibility of the well site. This fence and/or screening shall consist of a sturdy opaque fence and/or dense decorative planting not less than eight feet in height.

If a well site is more than 1,000 feet from any dwelling, the well shall be enclosed, together with all related equipment and storage facilities, by either a sight-proof wooden stockade fence at least six feet in height or a woven wire fence of not less than nine-gauge chainlink wire mesh of not more than two inches, at least six feet high, with an additional angular extension outwardly secured by three strands of barbed wire. Such fence shall be constructed within 90 days of completion of the drill site or erection of storage tanks, whichever occurs first. A key to the lock of any fence shall be filed with the city manager or his designee.

Any well site in the city that is not in conformity with this requirement shall be given until January 31, 2005 to be brought into compliance. If at any time after the well site is developed, a dwelling is built within 600 feet of said site, the site shall be brought into compliance with this section.

Sec. – 74-133. Lights.

No person shall permit any lights located on any site to be directed in such a manner so that they shine directly on roads, adjacent property or property in the general vicinity of the site. To the extent practicable, and taking into account safety considerations, site lighting shall be directed downward and internally so as to avoid glare on public roads and adjacent dwellings and buildings within 300 feet.

Secs. 74-134—74-160. - Reserved.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

Section 4. EMERGENCY

It being immediately necessary for the preservation of the public health, peace and safety of the City of Mustang and the inhabitants thereof, 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 with the Emergency Clause voted upon separately and passed and approved this _____ day of February, 2018.

Mayor

ATTEST:

City Clerk

APPROVED as to form this _____ day of February, 2018.

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 **01/02/2018** City Council Minutes
- *2. Claims List for **FY 2018**
- *3. 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 Approval of Change Order #1 and Final Pay Application for Project Labeled Mustang Road Utilities Waterline.

G. ADJOURNMENT

*Items Considered Concurrently on the City Council Agenda.

**MUSTANG IMPROVEMENT AUTHORITY
JANUARY 2, 2018**

The Mustang Improvement Authority met in regular session on Tuesday, January 2, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, December 29, 2017, at 12:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **7:31 p.m.**

B. ROLL CALL

Trustees Present: **Ward I - Vacant**
 Leete
 Grider
 Jones
 Ward VI - Vacant
 Adams

Trustees Absent: **Hagan**

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **12/19/2017** MIA Minutes
- *2. Claims List for **FY 2018**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

MOTION was made by **Trustee Grider**, seconded by **Trustee Leete**, to approve Items D-1 through D-3 of the Consent Agenda.

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

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

AYE: **Leete, Grider, Jones, Adams**

NAY: **None**

Meeting was adjourned at **7:31 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-0699	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	1/2018	17-706-4	79,643.25
18-0902	01-E1106	EST ENGINEERING	ENGINEERING SERVICES	1/2018	40843	7,105.25
18-0106	01-I0015	TYLER TECHNOLOGIES, INC	INSITE TRANSACTION FEES	1/2018	025-211164	7,791.25
18-0463	01-R0078	RED PRAIRIE DESIGN GROUP,	PDESIGN & CONSTRUCTION MGM	1/2018	201801126827	4,162.12
18-0399	01-S0206	STOLZ TELECOM, LLC	VEHICLE UPFITS, TABLETS &	1/2018	2783	42,152.40
DEPARTMENT TOTAL:						140,854.27
DEPARTMENT: 72 WATER						
18-0072	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	1/2018	201801126813	48,835.74
18-1145	01-E0104	E&E LAWN CARE, INC	DRAINAGE @ ROCKWELL STATI	1/2018	203	5,900.00
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	1/2018	26616	84,946.66
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	1/2018	201801126793	10,483.92
18-0139	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2018	201801126791	3,062.19
DEPARTMENT TOTAL:						153,228.51
DEPARTMENT: 75 SEWER						
18-0081	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICES	1/2018	201801126815	542.80
18-1046	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	1/2018	26616	47,782.50
18-0136	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICE	1/2018	201801126793	894.00
18-0139	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2018	201801126791	2,094.42
DEPARTMENT TOTAL:						51,313.72
FUND TOTAL:						345,396.50

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
18-1167	01-H0136	HAYNES EQUIPMENT COMPANY, LVALVE FOR WWTP		1/2018	8118816-IN	4,702.10
DEPARTMENT TOTAL:						4,702.10
FUND TOTAL:						4,702.10
GRAND TOTAL:						537,047.07

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
18-0699	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	1/2018	17-706-5	162,626.64
18-0003	01-B0024	BANCFIRST	2013 NOTE PAYMENT	2/2018	201801296872	58,943.09
18-0004	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	2/2018	201801296869	21,939.67
18-0037	01-B0024	BANCFIRST	2014B NOTE PAYMENT	2/2018	201801296873	36,264.76
18-0336	01-B0024	BANCFIRST	2017 NOTE PAYMENT	2/2018	201801296871	78,059.10
18-0594	01-B0024	BANCFIRST	2016 NOTE PAYMENT	2/2018	201801296870	98,314.75
18-0390	01-C0108	COWAN GROUP ENGINEERING, LL	89TH STREET IMPROVEMENTS	1/2018	3370	6,568.50
18-1104	01-C0108	COWAN GROUP ENGINEERING, LL	ENGINEERING FEES	1/2018	3368a	5,910.06
18-0048	01-C0281	MIA- 4TH PENNY EXCESS	PENNY EXTENSION - 90% EXC	2/2018	201801296866	35,000.00
18-0806	01-C1191	CEC CORPORATION	CONSTRUCTION MATERIALS TE	1/2018	1701220316.000-03	810.00
18-0085	01-D0005	STATE OF OKLAHOMA	INDUSTRIAL & ANNUAL STORM	1/2018	55300570	748.11
18-0046	01-G0030	GENERAL FUND	TRANS. OPERATING FUNDS	2/2018	201801296859	245,000.00
18-0008	01-I0015	TYLER TECHNOLOGIES, INC	UB, COURT, ONLINE COMPONE	1/2018	025-212856a	192.00
18-0108	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	1/2018	025-212368a	3,114.92
18-0039	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	2/2018	201801296864	105,000.00
18-0042	01-M0210	MUSTANG IMPROVEMENT AUTHORIT	TRANSFER CIP FEE	2/2018	201802016914	42,000.00
18-0047	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION	2/2018	201801296865	25,000.00
18-0463	01-R0078	RED PRAIRIE DESIGN GROUP, P	DESIGN & CONSTRUCTION MGM	1/2018	201801306890	3,452.50
18-0017	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	2/2018	201801296875	8,333.34
18-1285	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2018	201801316892	50,000.00
18-0044	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	2/2018	201801296862	15,000.00
DEPARTMENT TOTAL:						1,002,277.44
DEPARTMENT: 72 WATER						
18-1282	01-E0104	E&E LAWN CARE, INC	SOD & INSTALLATION	2/2018	204	1,900.00
18-1060	01-I0047	INLAND MACHINE & WELDING	COREBUILD 74TH BOOSTER STAT	1/2018	58666	3,118.69
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2018	201802016912	22,636.86
DEPARTMENT TOTAL:						27,655.55
DEPARTMENT: 75 SEWER						
18-0391	01-C0108	COWAN GROUP ENGINEERING, LL	WWTP EXPANSION & MODIFICA	1/2018	3369	6,200.00
18-0139	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2018	201802016912	292.32
DEPARTMENT TOTAL:						6,492.32

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PURCHASE ORDER CLAIM REGISTER

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FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 78		SANITATION				
18-0130	01-00121	OKLAHOMA ENVIRONMENTAL MANA		1/2018	4532	85,351.79
		SANITATION SERVICES				
DEPARTMENT TOTAL:						85,351.79
FUND TOTAL:						1,121,777.10

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PURCHASE ORDER CLAIM REGISTER

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FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70 ADMINISTRATION						
18-1060	01-I0047	INLAND MACHINE & WELDING COREBUILD 74TH BOOSTER STAT	1/2018	58666		881.31
18-1267	01-I0047	INLAND MACHINE & WELDING COSHAFT REPLACEMENT & MATER	1/2018	58666A		5,900.00
18-1256	01-T1028	TRI-STATE INDUSTRIAL GROUP,COUNTY LINE CHLORINE ROOM	1/2018	65076		2,450.00
DEPARTMENT TOTAL:						9,231.31
FUND TOTAL:						9,231.31
GRAND TOTAL:						1,807,727.14