

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Cameron Whaley, Pastor, Canadian Valley Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **01/05/16** City Council Minutes.
2. Approval of **01/11/16** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY'16**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to Collection Agency.
6. Approval of **Resolution No. 16-023** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$17,567.
7. Approval of **Resolution No. 16-024** making changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$12,598.
8. Approval of **Resolution No. 16-025** making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$6,500.
- *9. Approval of **Agreement** to Allow Purchasing of Water by Residential Property Owner Located Outside the City Limits of Mustang.
10. Approval of **OG&E Easement for Electrical Line** for Garden Storage Building in Wild Horse Park.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda Packet
 - a. Capital Project Update and Presentation
2. City Council

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Facility User Agreements for City of Mustang Sports Facilities.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** on a Development Agreement between the City of Mustang and KG SC Holdings, L.L.C., to promote economic development within the City of Mustang; and, **Proposed Executive Session as authorized by 25 Okla. Stat. §307(C)(10).**

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
JANUARY 5, 2016**

The Mustang City Council met in regular session on Tuesday, January 5, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, December 31, 2015, at 9:00 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

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

Pastor Whaley led the assembly in the Pledge and Invocation. He stated it was a privilege to be at the meeting this evening and stated it was his 7th year as Pastor at the Church. He stated the Church had a lot of exciting projects going on such as adopting Mustang Trails Elementary School volunteering to read and help in whatever ways possible as well as mission projects. He stated they try to do what they can to help the citizens and communities in Mustang and Yukon

C. ROLL CALL

Councilmembers Present:	Riley
	Staples
	Grider
	Hagan
	Schweinberg
	Adams

Councilmembers Absent:	Jones
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D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Mayor Adams introduced Jim Stengle with OG&E.

Mr. Stengle thanked everyone for their patience and understanding during the last two ice storms stating Mustang was a great community and City Staff was great to work with in resolving the issues brought on by the storms. He stated for OG&E, this last ice storm brought down approximately 1,200 electric poles and they had around 1,600 linemen in this area trying to restore power.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **12/15/15** City Council Minutes.
- *2. Claims List for **FY'16**
3. Approval to Declare Certain Items as **Surplus** and Authorizing Disposal of those Items.
4. Approval to **Deny Tort Claim** by Preston Paul, Date of Incident October 9, 2015, in the amount of \$4,200.

MOTION was made by **Councilman Riley**, seconded by **Councilman Grider**, to approve Items F-1 thru F-4 of the Consent Agenda.

AYE: Riley, Staples, Grider, Hagan, Schweinberg, Adams

NAY: None

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney thanked everyone for their understanding regarding the delay in the City Manager's report this week stating with the power issues and all, was not able to put it together earlier.

Rooney stated the ice debris removal began Wednesday, December 30, 2015, and as of Monday, 14,449 cubic yards had been gathered. He stated in the last City Council meeting, a Disaster Emergency Proclamation had been approved for the November ice storm stating the Federal Government did declare Mustang a federal disaster area and now are waiting to hear if there will be any federal funds to help with the debris removal expenses.

Rooney also stated the No Knock list was implemented Monday and within 18 hours, over 350 residents had signed up to be included on the list. He stated he had been interviewed by a news station earlier in the day.

Mayor Adams stated it was great to have a website now that the City can utilize for this list stating he remembers just 2 or 3 years ago, the website was not capable of this and thanked Staff for updating it. He also stated if there was anything he could do to help get meetings set up regarding the widening of Mustang Road (south of Hwy 152), to let him know.

2. **City Council**

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

Councilman Riley thanked OG&E for their hard work in getting the power restored. He stated he received a call regarding the holiday trash pick-up schedule stating some residents pay online and do not look at their statement and did not know what day to put out their trash bin. He asked if the holiday trash pick-up schedule could be placed online.

City Manager Rooney stated he would look into it and see where it could be posted.

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

Councilman Grider did not have anything to report at this.

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

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

Mayor Adams thanked the debris pick-up contractors stating they were working on a Sunday from daylight to dark and also thanked the electric companies and power line personnel for their hard work. He asked residents to be patient regarding the tree limb pick-up.

H. **DISCUSSION ITEMS**

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Disaster Emergency Proclamation.

City Manager Rooney stated City Council adopted a Disaster Emergency Proclamation in the December 15, 2015 meeting for the November ice storm and now asking they adopt one for the December ice storm. He stated this was the first step by the Oklahoma Emergency Management agency in requesting FEMA declare Mustang a disaster area and receive funds.

Rooney stated there was not as much debris this time as in November; however, City offices had more operational issues due to the storm occurring on a Sunday and having no power on Monday and Tuesday. He stated FEMA reimbursement for the December storm would be more for generators and that sort of thing. He stated City Staff did an excellent job in trying to keep City services running.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Grider**, to Approve the Disaster Emergency Proclamation.

AYE: Riley, Staples, Grider, Hagan, Schweinberg, Adams

NAY: None

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

AYE: Riley, Staples, Grider, Hagan, Schweinberg, Adams

NAY: None

The meeting was adjourned at **7:13 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
JANUARY 11, 2016
SPECIAL MEETING**

The Mustang City Council met in a Special Meeting on Monday, January 11, 2016, at 6:00 p.m. at Mustang Town Center, 1201 N. Mustang Road, Rooms C& D, Mustang, Oklahoma. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Thursday, January 7, 2016, at 12:15 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:	Riley
	Staples
	Grider
	Jones
	Schweinberg
	Adams

Councilmembers Absent:	Hagan
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C. DISCUSSION ITEMS

1. **Discussion** regarding Facility User Agreements.

City Manager Rooney stated in 2015, the Leisure Services Board and Park Staff began work on updating the Facility User Agreements for groups utilizing the outdoor sports complex stating these agreements give the City the ability to hold user groups accountable as well as protecting the user groups in their ability to utilize the facilities. He stated the agreements for Baseball, Soccer, and Softball were scheduled to be presented at the January 5, 2016 City Council meeting; however, at a previous meeting, the Council requested hearing a citizen concern about a user group at the next work session. **Rooney** stated he has met with the concerned citizen on two different occasions to discuss his concerns and stated he feels the agreements address the majority of the concerns as well as what the City felt should be addressed and Staff plans to place the agreements on the January 19, 2016 meeting for final approval.

Assistant City Manager Battles stated from the City's standpoint, the agreements address items such as, but not limited to, State law, control of water stating the City would have the right to control this, and asking organizations adhere to their bylaws and be held accountable to do so stating the City does not have control of user bylaws, but request they abide by them. He stated the agreements require background checks which have to be approved by the City.

Battles stated there is an appeals process already in the City's ordinances where user groups can go before the Leisure Services Board. He stated the Board was scheduled to have a meeting the day the power was out, and has moved the meeting to January 25th where a policy will be set up to allow the Board to hear an appeal, stating the Board is an appointed volunteer group and is usually a step beyond any Staff remedy. He stated the Board worked on the User Agreements from winter to spring and also worked with the user groups as well stating all three groups were good with the agreements. **Battles** stated another agreement is being developed with Football who plays in the fall at the old baseball park.

Troy Schweinberg asked if the user groups would need to adhere to the agreement starting on the date it is signed which would hold them to it this Spring.

Battles stated yes from the date the Council approves it stating if a citizen does not agree with the City's interpretation on something, it can be brought before the Leisure Services Board. If a user group violates the agreement, the City could give notice and terminate the agreement; however, when possible, the City would give the user group the opportunity to correct the issue stating the number one priority being the children.

Battles stated if a citizen has a concern, to bring the concern to Staff and if not agree with Staff, to bring it to the Leisure Services Board stating if they still are in disagreement, could then be brought to Council. He stated again, the policy will be discussed and developed at the next Leisure Services Board meeting and would be renewed yearly.

Rooney stated the User Agreements would be placed on the next City Council agenda, January 19, 2016.

2. **Discussion** regarding Drainage Channel Maintenance

City Manager Rooney stated in the November Work Session, the City Council directed Staff to review the number of property owners to be notified by the City in the event the City were to move forward with the cleaning of the drainage channels in Shannon Place, Hunters Crossings, Savannah Lakes, Castle Rock, and Twin Brook Addition. He stated a total of 117 property owners would need to be notified with the cost for each certified mailing being \$6.74 for a total of \$788.58. He stated Staff did not go through the process of pulling ownership information for each parcel so there is a possibility that some of the properties identified could be owned by the same individuals, thus reducing the total number of notifications needed.

Discussion was held regarding if the decision was made for the City to move forward with cleaning the drainage channels, it would be brought before City Council and made a matter of record that the cleaning is a one-time cleaning, as well as a certified letter would be sent to the property owners stating the same. **Mayor Adams** stated this would give future Council Members guidance and would not be as it is now where the City did some cleaning, but had no official record regarding the details of it.

Other discussion included plat language regarding the drainage channels as well as obtaining access agreements, where needed, prior to any cleaning being performed. Discussion was held concerning when property changes hands, how the new owner would be notified with **Rooney** stating the letter could be filed at the County and would be attached to the property deed; however, it would be up to the future property owner to read it.

Councilman Schweinberg asked out of the 117 homes, how many would continue to maintain it stating Council would have to be comfortable with it and gave an example where he had talked with a constituent stating he would address their HOA; however, no one has ever gotten back to him. He also stated \$40,000 was a lot of money and would have to come out of City funds somewhere. **Rooney** stated it was not budgeted; therefore, would have to come out of Reserves.

Schweinberg stated he was opposed to cleaning out the drainage channels.

Councilman Grider stated most of the people he has spoken to want the City to take it over and not be just a one-time cleaning. He also stated some of the HOAs have the money in their account to cover the cost for their subdivision.

Councilman Riley stated even if the money comes out of Reserves, it would still need to be replenished somehow which would mean all the residents in Mustang would be paying for it, then would wonder why they are having to pay for someone else's property.

Adams stated the only reason he would be for it would be to make a hard statement that this is a one-time cleaning and to set precedence with it in record so future Councils would know and have guidance on this matter. It was stated a hard statement could be made as well by voting no on the agenda.

Discussion was also held concerning if drainage from other neighborhoods drain into these channels with it being stated it's possible, that all drainage goes somewhere and affects the entire community. It was also stated these were not the only drainage channels needing cleaned, but were the ones on which Staff receives the most complaints. Other discussion included if these five subdivisions were cleaned next year, would the City be cleaning another five next year, and the year after that, and so forth.

Schweinberg asked what the financial impact was from the last two winter storms and the debris removal. **Assistant City Manager Battles** stated after reimbursement from the federal and state government, approximately \$150,000 to \$200,000 stating it takes the State two to three years to reimburse. **Schweinberg** stated this was not a good time to spend \$40,000 for drainage cleaning in his opinion and that perhaps it should be brought to Council for a vote.

Rooney stated another option would be to try and include the cost in the next fiscal year budget and Council could vote on it then.

Adams stated by cleaning the ditches, this would also give Code Enforcement a baseline to go by for future enforcement of the channels.

Councilman Jones asked if cleaning the five subdivision's drainage channels would set a precedent for other subdivisions saying the City now has to clean their drainage channels. **City Attorney Miller** stated it would not have any legal precedence on the others.

Riley asked if there was a way to incorporate a cost sharing with the HOAs or property owners. **Rooney** stated it would be difficult to do, that there would be a lot of factors to consider.

Discussion was held concerning Silver Star Construction's estimates and Steve Shawn's efforts to minimize the cost stating they were very appreciative of him.

Rooney stated this could be reviewed at next year's budget review and preparation and perhaps include it there unless anyone asks him to place it on the agenda before then.

D. EXECUTIVE SESSION

1. **Discussion** of potential economic development opportunities, including the transfer of property and/or the creation of a proposal to entice a business to locate and/or remain in the City of Mustang; and, **Proposed Executive Session as authorized by 25 Okla. Stat. §307(C)(10).**
2. **Discussion** regarding terms of Employment Agreement with City Attorney; and, **Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(1, 2).**

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

AYE: Riley, Staples, Grider, Jones, Schweinberg, Adams
NAY: None

TIME ADJOURNED to Executive Session: **6:31 p.m.**

Mayor Adams called the meeting back in session at 7:10 p.m.

E. UPDATE ON MANAGEMENT RELATED ISSUES

City Manager Rooney provided the following information:

- Police statistical data;
- City Manager and Assistant City Manager will be out of the office Wednesday through Friday in Norman at a City Manager's conference;
- Update on ice storm debris removal and the process being started to receive reimbursement funds from the federal and state governments stating over 50% of debris removal was completed and the City did have businesses on Hwy 152 and Mustang Rd completed;
- Feedback from Robert Crout regarding letter to possibly deny future permits until a gate is installed at one of the subdivisions as was promised a few months ago

Mayor Adams stated he would be attending a meeting with Representative Osborne and Oklahoma Transportation Authority officials regarding the Kilpatrick Turnpike expansion and possible Sara Road widening project with Oklahoma City.

F. ADJOURNMENT

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

AYE: Riley, Staples, Grider, Hagan, Schweinberg, Adams

NAY: None

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

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-1219	01-C0036	CANADIAN COUNTY ASSESSOR	VISUAL INSPECTION BUDGET	1/2016	201601112404	1,968.95
16-1087	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING/WASTE WATER/C	1/2016	201601122442	2,835.94
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY &	MILEGAL SERVICES	1/2016	201601142458	2,963.13
DEPARTMENT TOTAL:						7,768.02
DEPARTMENT: 11 CITY MANAGER						
16-0021	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	1/2016	77726	880.00
16-1181	01-A0164	LAURA ANDERSON	SURGE PROTECTOR, SUPPLIES	1/2016	201601112414	223.30
16-1253	01-A0164	LAURA ANDERSON	EMPLOYEE REIMBURSEMENT	1/2016	201601132447	47.36
16-0035	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	1/2016	ORD 1135	60.00
16-0112	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	1/2016	11711	500.00
16-0771	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	1/2016	MT96845	7.95
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY &	MILEGAL SERVICES	1/2016	201601142458	624.24
16-0391	01-W0108	WORKERS ASSISTANCE PROGRAM	MO. EMPLOYEE ASSISTANCE P	1/2016	55169	229.90
DEPARTMENT TOTAL:						2,572.75
DEPARTMENT: 12 LIBRARY						
16-0092	01-M0263	MIDWEST TAPE, LLC	NONPRINT MATERIALS	1/2016	93556691	350.46
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132452	320.29
16-1108	01-S0093	SMART TECHNOLOGIES INC	TRENDS MICRO SOFTWARE LIC	1/2016	716810	42.00
16-1170	01-S0331	SPRINGDALE PUBLIC LIBRARY	DVD REPLACEMENT	1/2016	201601122438	14.99
16-1173	01-T0111	NEW MEXICO HIGHLANDS UNIVER	DVD REPLACEMENT COST	1/2016	8891	10.00
DEPARTMENT TOTAL:						737.74
DEPARTMENT: 13 PARKS AND RECREATION						
16-1146	01-C0233	C&A ENTERPRISES BY AMY, LLC	STAFF SHIRTS	1/2016	1281	400.00
16-1029	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	1/2016	NP46367600C	366.34
16-0879	01-G0063	LAWRENCE GRECH	BALLOON TWISTING / EVENT	1/2016	897	175.00
16-1242	01-G097	SIMPLEX GRINNELL LP	SPRINKLER INSPECTION	1/2016	78028692	300.00
16-1226	01-J0064	TJ JOHNSON	DRIVER TRAINING	1/2016	201601112400	20.00
16-1228	01-J0065	MELODY JOHNSON	DRIVER TRAINING	1/2016	201601112402	20.00
16-1227	01-M0253	GEORGE MOREY	DRIVER TRAINING	1/2016	201601112401	20.00
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	4,022.33
16-1199	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112429	27.99
16-1276	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601142461	25.71
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	619.74
16-0170	01-P0103	TERESA PENDELL	TABLE CLOTHS FOR EVENT	1/2016	201601142463	24.00
16-0202	01-S0328	SPRINT SOLUTIONS, INC	ASP/CAMP CELL PHONES	1/2016	597274785-092	155.56
16-0677	01-W0135	WARREN POWER & MACHINERY	INLIGHT TOWERS	1/2016	rr11.21814010	375.00
DEPARTMENT TOTAL:						6,551.67

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-1232	01-A0141	AMERICAN FIDELITY ADMINISTRELEX ACCOUNT		1/2016	201601112420	422.81
16-0019	01-F0078	FIRST CHOICE COFFEE	COFFEE SERVICE	1/2016	131255	33.70
16-0131	01-H0040	BILLY R HOWELL	PEST CONTROL	1/2016	201601112422	600.00
16-0010	01-I0015	TYLER TECHNOLOGIES, INC	WEBSITE FEES, U.B., COURT	1/2016	025-143632	250.00
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	612.80
16-1269	01-01177	OK TAX COMMISSION	SALES TAX PAYABLE	1/2016	201601132453	69.08
16-0024	01-S0085	SILVER STAR CONSTRUCTION	COMAINT. CONT./SIDEWALK CON	1/2016	23620	71,340.03
16-1166	01-S0093	SMART TECHNOLOGIES INC	MAINTENANCE AGREEMENT	1/2016	716824,716832	3,180.75
16-0029	01-S0173	STANDLEY SYSTEMS	COPIER LEASE/USAGE	1/2016	572248	50.95
16-1274	01-S1002	STERLING J. BEECROFT, LLC	INSTALLATION OF GENERATOR	1/2016	4479A	67.00
DEPARTMENT TOTAL:						76,627.12
DEPARTMENT: 16 TRANSFERS						
16-1215	01-L0045	LIMITED PURPOSE FUND	SALES TAX TRANSFER	1/2016	201601112411	929.90
16-1216	01-M0210	MUSTANG IMPROVEMENT	SALES TAX TRANSFER	1/2016	201601112413	410,369.92
16-0211	01-S0205	STREET IMPROVEMENT FUND	MONTHLY TRANSFER	1/2016	201601112406	26,000.00
DEPARTMENT TOTAL:						437,299.82
DEPARTMENT: 18 TOWN CENTER						
16-0053	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF TOWN CENTER	1/2016	78315	98.78
16-0882	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF TOWN CENTER	1/2016	77725	4,435.00
16-1007	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF T.C.	1/2016	201601112421	246.22
16-1275	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS TRANSPORTATION CHG	1/2016	201601142459	520.80
16-1141	01-G0086	GRAINGER INDUSTRIAL SUPPLY	REPLACE BENCH IN RESTROOM	1/2016	9924308753	216.00
16-0060	01-K0033	KONE, INC	ELEVATOR MAINTENANCE	1/2016	949159962	721.17
16-0924	01-M0128	MAC FIRE SYSTEMS, INC	REPAIRS TO FIRE SYSTEM	1/2016	104267	2,146.00
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	6,245.94
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	15.34
16-1222	01-S0070	SHERWIN-WILLIAMS PAINT CO	PAINT & SUPPLIES	1/2016	201601122436	687.33
16-1016	01-S0156	STREETSIDE INC.	CHRISTMAS LIGHTS	1/2016	817	2,100.00
16-0276	01-S1165	INTERLINE BRANDS, INC	LIGHTS, TRASH BAGS, SUPPL	1/2016	346195910	682.02
DEPARTMENT TOTAL:						18,114.60

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
16-0749	01-A0131	JAMES HILLIS	PORT A POTTIES @ PARK	1/2016	14732	147.00
16-1146	01-C0233	C&A ENTERPRISES BY AMY, LLC	STAFF SHIRTS	1/2016	1281	25.00
16-0221	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	1/2016	NP46367600D	240.22
16-0394	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSIONS	1/2016	6426450	90.30
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	382.48
16-1195	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112431	319.18
16-1276	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601142461	742.59
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	355.96
16-1038	01-P1016	P&K JOHN DEERE	REPAIR & REBUILD MOTOR	1/2016	2095644	4,341.85
16-0803	01-S0259	SHOWTIME CONCESSIONS	POPCORN SUPPLIES	1/2016	125212	33.41
DEPARTMENT TOTAL:						6,677.99
DEPARTMENT: 20		AQUATICS				
16-1146	01-C0233	C&A ENTERPRISES BY AMY, LLC	STAFF SHIRTS	1/2016	1281	100.00
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	135.92
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	63.14
16-0282	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS @ AQUATICS/T.C.	1/2016	4487	97.00
DEPARTMENT TOTAL:						396.06
DEPARTMENT: 21		FINANCE				
16-0729	01-F0094	FUELMAN OF OKLAHOMA	FUEL CHARGES	1/2016	np46367600	17.29
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	102.20
16-1165	01-S0093	SMART TECHNOLOGIES INC	DESKTOP COMPUTER	1/2016	716821	1,203.90
DEPARTMENT TOTAL:						1,323.39
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
16-0123	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	1/2016	r439405	13.00
16-0754	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	1/2016	np46367600a	316.34
16-0742	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	1/2016	238198	25.99
16-1265	01-00090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	162.13
16-0928	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE FEES	1/2016	201601112428	408.00
16-1197	01-0065	OK CODE ENFORCEMENT ASSOC	SPRING CODE CONFERENCE	1/2016	201601112427	125.00
16-0121	01-V0050	CELLCO PARTNERSHIP	CELL PHONE BILL	1/2016	9757638306A	230.26
DEPARTMENT TOTAL:						1,280.72

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
16-0089	01-A0122	ALLIANCE MAINTENANCE, INC	DEPARTMENTAL CLEANING SER	1/2016	77727	1,295.00
16-1069	01-A0122	ALLIANCE MAINTENANCE, INC	CALL OUT FOR JAIL CLEANIN	1/2016	78316	75.00
16-0104	01-B0151	AUTO PLACE INC.	VEHICLE REPAIRS & PARTS	1/2016	7431	1,456.54
16-1275	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS TRANSPORTATION CHG	1/2016	201601142459	515.39
16-0105	01-D0090	DEPT OF PUBLIC SAFETY	OLETS USER FEES	1/2016	04-1608534	350.00
16-0103	01-F0078	FIRST CHOICE COFFEE	COFFEE SERVICES	1/2016	131262	96.20
16-0099	01-M0055	SANTIAGO BRENNANS MCDONALDSPRISONER MEALS		1/2016	5061-5099	312.10
16-0100	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	1/2016	237247	167.94
16-1208	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	2,960.61
16-1265	01-O0090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	156.47
16-1154	01-P0068	DAVID W. BURGST	CALL FOR SERVICE CARDS	1/2016	4372	275.00
16-0501	01-U0005	ACCURACY INC	AMMUNITION	1/2016	154582	876.00
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	1/2016	9757887457	769.11
16-0412	01-W0167	DYLAN WILSON	FALL TUITION REIMBURSEMENT	1/2016	201601122440	700.00
DEPARTMENT TOTAL:						10,005.36
DEPARTMENT: 42 ANIMAL CONTROL						
16-0179	01-L0096	WILLIAM A AND LAURA L RIDLELAUNDRY SERVICE FOR ACO		1/2016	7009	298.44
16-0182	01-M0236	MUSTANG VETERINARY HOSP	MO. VETERINARIAN CHARGES	1/2016	201601112424	75.00
16-0100	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	1/2016	237244	25.99
16-1265	01-O0090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	28.33
16-0885	01-S0088	SPECIAL OPS UNIFORMS, INC	UNIFORM PANTS	1/2016	243795	124.98
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	1/2016	9757638306B	32.05
DEPARTMENT TOTAL:						584.79
DEPARTMENT: 51 FIRE						
16-1042	01-A0110	ALL SEASON BUILDING SUPPLY,BUILDING REPAIR & MAINT.		1/2016	52714	34.70
16-1191	01-A0110	ALL SEASON BUILDING SUPPLY,BUILDING SUPPLIES		1/2016	53237	10.89
16-1057	01-B0212	BATTERIES SOONER LLC	BATTERY FOR SUCTION UNIT	1/2016	094-110683-01	288.82
16-1136	01-B0212	BATTERIES SOONER LLC	E-2, E-4 BATTERIES	1/2016	094-110745-01	97.90
16-1125	01-C0050	CARL'S PLUMBING	WATER HEATER REPLACEMENT	1/2016	201601132457	1,360.00
16-1074	01-C0231	CONRAD FIRE	TECH SUPPORT & REPAIR	1/2016	504049	459.63
16-0264	01-E0043	EMSA	EMSA - ALS SUBSIDY	1/2016	201601132456	1,875.00
16-1047	01-F0094	FUELMAN OF OKLAHOMA	FUEL FOR VEHICLES	1/2016	NP46367599	716.10
16-1188	01-O0025	O'REILLY AUTOMOTIVE, INC	VEHICLE REPAIR	1/2016	0309-496494	5.39
16-1199	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112429	930.34
16-1265	01-O0090	OK EMPL SECURITY COMM	4TH QUARTER TAX PAYABLE	1/2016	201601132451	162.92
16-0782	01-O0227	OVERHEAD DOOR COMPANY OF OKREPAIR DOOR #2		1/2016	253231-IN	801.50
16-0961	01-T0002	T & W TIRE	E-4 REAR TIRES	1/2016	5779443	2,692.30
16-0350	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWELS, MOP HEADS	1/2016	825 1066749	41.45
16-0725	01-Y0003	YUKON FIRE DEPT	BLUE CARD CERTIFICATION	1/2016	105	600.00
DEPARTMENT TOTAL:						10,076.94

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112425	1,013.92
16-1199	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112429	12,838.63
16-1205	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112432	62.08
16-1271	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601132455	104.43
DEPARTMENT TOTAL:						14,019.06
FUND TOTAL:						594,036.03

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PURCHASE ORDER CLAIM REGISTER

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FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
16-1203	01-W0170	KATHLEEN WILCOXSON	STUDY OF BIBLICAL WRITING	1/2016	201601122437	300.00
DEPARTMENT TOTAL:						300.00
FUND TOTAL:						300.00

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PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 10 - EMPLOYEE FLEX SPENDING

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16		TRANSFERS				
16-1220	01-G0030	GENERAL FUND	TRFR EMPLOYEE FLEX SPENDI	1/2016	201601112403	1,121.69
DEPARTMENT TOTAL:						1,121.69
FUND TOTAL:						1,121.69

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PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		ADMINISTRATION				
16-0861	01-S1002	STERLING J. BEECROFT, LLC	REWIRE GREAT ROOM	1/2016	4472A	114.00
16-1157	01-S1002	STERLING J. BEECROFT, LLC	ELECTRIC ON GREAT ROOM	1/2016	4472	486.00
DEPARTMENT TOTAL:						600.00
FUND TOTAL:						600.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
16-0722	01-S0202	SHEPPARD & SONS CONS'T.	LABOR FOR BRICK WORK	1/2016	201601112435	3,500.00
DEPARTMENT TOTAL:						3,500.00
DEPARTMENT: 41 POLICE						
16-1184	01-R0147	RCB BANK	3RD YEAR LEASE PAYMENT	1/2016	201601112434	64,486.04
DEPARTMENT TOTAL:						64,486.04
DEPARTMENT: 51 FIRE						
16-1127	01-P0161	PHYSIO CONTROL	LIFE PAK 15	1/2016	116066252	34,928.68
DEPARTMENT TOTAL:						34,928.68
FUND TOTAL:						102,914.72

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-1270	01-B0214	BLUE STAR MEDICAL GROUP,	PLWORKERS COMP CLAIM	1/2016	201601132454	231.93
16-1182	01-E0007	EMERGENCY PHYSICIANS OF MIDWORKERS	COMP CLAIM	1/2016	201601112415	130.73
16-1180	01-H0150	HUMAN PERFORMANCE CENTER #7WORKERS	COMP CLAIM	1/2016	201601112416	1,052.30
16-1255	01-H0150	HUMAN PERFORMANCE CENTER #7WORKERS	COMP CLAIM	1/2016	201601132448	22.67
16-1254	01-J0147	CAROL M. JOHNSON, C.S.R., IWORKERS	COMP CLAIM	1/2016	201601132446	65.00
16-1179	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	1/2016	201601112417	195.01
16-1257	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	1/2016	201601132445	4.49
16-1258	01-M0299	MUSTANG URGENT CARE LLC	WORKERS COMP CLAIM	1/2016	201601132444	49.67
16-1259	01-00181	OK TAX COMMISSION	MITF QUARTERLY ASSESSMENT	1/2016	201601132450	1,002.19
16-1256	01-S0263	YUKON MEDICAL IMAGING, LLC	WORKERS COMP CLAIM	1/2016	201601132449	206.00
16-1183	01-S1313	ST ANTHONY'S HEALTH CENTER	WORKERS COMP CLAIM	1/2016	201601112419	547.27
16-1178	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	1/2016	201601112418	361.87
DEPARTMENT TOTAL:						3,869.13
FUND TOTAL:						3,869.13
GRAND TOTAL:						1,995,564.49

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-4
- 2. DATE** January 19, 2016
- 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 \$3,763.88 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts, Finance Director
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$3,763.88
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

01/19/2016

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
12-0089-03	ALBERT, BRADY	1116 S SNYDER DR	1116 S SNYDER DR	\$ 268.46		
START DATE:	01/16/2015	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/21/2015					
12-0022-05	ALDANA-MARTINEZ	32 ARMSTRONG DR	32 ARMSTRONG DR	\$ 388.12		
START DATE:	12/23/2013	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	11/02/2015					
22-0330-02	ASHINHURST, JEREMY & ANGELA	416 E TWELVE OAKS TERR	1328 CHINMEY HILLS RD	\$ 63.50		
START DATE:	11/01/2013	MUSTANG, OK 73064	YUKON, OK 73099			
FINAL DATE:	10/30/2015					
10-0090-04	BLANCO, JOCELYNE	635 W ELDER DR	430 W PERRY DR	\$ 57.06		
START DATE:	10/14/2013	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	11/10/2015					
22-0291-09	DOYLE, LARONDA & LARRY	1009 N JEFFERSON TERR	305 SAGE BRUSH RD	\$ 71.56		
START DATE:	02/27/2015	MUSTANG, OK 73064	YUKON, OK 73099			
FINAL DATE:	11/04/2015					
10-0086-04	FREY, TIFFANY & JUSTIN	611 W ELDER DR	611 W ELDER DR	\$ 163.79		
START DATE:	11/04/2013	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/19/2015					
13-0176-10	GORDON, KEISHA & ARTHUR	437 W MAPLE BRANCH WAY	11 E 21ST	\$ 162.87		
START DATE:	09/02/2014	MUSTANG, OK 73064	EDMOND, OK 73013			
FINAL DATE:	11/02/2015					
13-0223-11	HAUCH, CHISTOPHER	509 N WILLOW BRANCH WAY	509 N WILLOW BRANCH WAY	\$ 165.40		
START DATE:	12/02/2013	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/20/2015					
23-0124-05	HOOD, DOYLE & LANDREY, RENEE	624 W ALAMO WAY	624 W ALAMO WAY	\$ 24.87		
START DATE:	06/03/2013	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/30/2015					
23-0934-01	KING, JENNIFER	800 W ALAMO WAY	800 W ALAMO WAY	\$ 20.02		
START DATE:	03/29/2015	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/23/2015					
15-0120-10	KINZEY, CARLA	213 S MEADOW LN	1138 S HIGHLAND DR	\$ 127.51		
START DATE:	02/12/2007	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	11/04/2015					
13-0139-04	LANE, GAYLA	338 W MAPLE BRANCH WAY	338 W MAPLE BRANCH WAY	\$ 456.99		
START DATE:	10/24/2003	MUSTANG, OK 73064	PIEDMONT, OK 73078			
FINAL DATE:	10/28/2015					
14-0057-07	LOONEY, BRANDON	927 S LEWIS LN	927 S LEWIS LN	\$ 214.81		
START DATE:	07/21/2015	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/21/2015					
11-0155-04	MCDANIEL, JERRY	636 S FOREST DR	636 S FOREST DR	\$ 270.60		
START DATE:	03/16/2015	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/22/2015					
13-0476-20	MCLEAN, PATTY	329 W CROOKED BRANCH WAY	311 DOGWOOD CT	\$ 17.71		
START DATE:	08/02/2013	MUSTANG, OK 73064	MOORE, OK 73160			
FINAL DATE:	11/02/2015					
18-0065-09	MISNER, AMIRA & CORY	1822 E SH 152	1822 E SH 152	\$ 59.35		
START DATE:	11/07/2014	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	11/13/2015					
01-0104-11	PARSONS, MISTY	908 S CZECH HALL RD	118 ASPEN DR	\$ 150.20		
START DATE:	09/17/2012	MUSTANG, OK 73064	YUKON, OK 73099			
FINAL DATE:	10/28/2015					
18-0095-11	RENFRO, ANTANY	1826 E SH 152	115 UTAH AVE	\$ 134.52		
START DATE:	06/30/2014	MUSTANG, OK 73064	YUKON, OK 73099			
FINAL DATE:	10/29/2015					
09-0213-07	ROBERTS, JESSICA	742 W FORSTER DR	1411 HARWOOD HILL	\$ 94.99		
START DATE:	09/30/2009	MUSTANG, OK 73064	BENNINGTON, VT 05201			
FINAL DATE:	11/02/2015					
03-0005-00	ROLLINS, EARLENE	1737 W CEDAR RIDGE DR	1737 W CEDAR RIDGE DR	\$ 19.28		
START DATE:	07/17/1974	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/19/2015					
04-0380-02	RUSH, NICOLE & PAYNE, MICHAEL	1100 N EDINBURROUGH WAY	1100 N EDINBURROUGH WAY	\$ 260.32		
START DATE:	11/10/2014	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	11/10/2015					
17-0078-11	SHRADER, JOVONA	320 E LINDEN LN	PO BOX 215	\$ 353.23		
START DATE:	09/09/2015	MUSTANG, OK 73064	VELMA, OK 73491			
FINAL DATE:	11/09/2015					
17-0287-02	STAMPS, JUSTIN	539 E LNDEN LN	539 E LINDEN LN	\$ 218.72		
START DATE:	06/18/2013	MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE:	10/21/2015					

ACCOUNTS: 23

TOTALS: \$ 3,763.88 \$ 1,317.36 \$ 5,081.24

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-5
2. **MEETING DATE:** January 19, 2016
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 \$1,376.56 collection agency fees.
7. **FINANCIAL IMPACT:**
Inventory loss of \$1,376.56
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Desiree Webber, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for September & October 2015

<u>Name/Responsible Party</u>	<u>City, State, Zip</u>	<u>Book Balance</u>
Amanda M. Bimalarajah	Mustang, OK 73064	\$ 101.50
Randy Taylor Cossey	Oklahoma City, OK 73169	\$ 151.82
Marisa A. Hernandez	Yukon, OK 73099	\$ 114.77
Dewayne L. Spradlin	Amber, OK 73004	\$ 56.58
Nicole L. Thompson	Mustang, OK 73064	\$ 110.34
Haley Kathleen Best	Mustang, OK 73064	\$ 53.99
John David Chaney	Yukon, OK 73099	\$ 76.85
Chance E. Charton	Tuttle, OK 73089	\$ 178.86
Mellissa A. Gillespie	Mustang, OK 73064	\$ 55.71
	Total for Individuals	\$ 900.42
Andrea Melissa Stuart	Yukon, OK 73099	\$ 78.84
Lilianna Stuart	Yukon, OK 73099	\$ 41.90
Jasmine Bryan	Yukon, OK 73099	\$ 23.64
Sierra R. Hartley	Mustang, OK 73064	\$ 65.93
Shelby H. Wright	Mustang, OK 73064	\$ 87.88
George C. Levi	Mustang, OK 73064	\$ 66.97
Heather L. Levi	Mustang, OK 73064	\$ 84.99
	Total for Family	\$ 450.15
Angel R. Clark	Oklahoma City, OK 73169	\$ 25.99
	Total for I.L.L.	\$ 25.99
	Grand Total	\$ 1,376.56

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-6

2. MEETING DATE: January 19, 2016

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-023 for a Budget Supplemental in the Library Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$17,567 from the Canadian County Educational Facilities Authority for fiscal year 2016. The monies will be used to provide library services for educational and informational needs of persons within the City of Mustang and Canadian County.

A supplemental appropriation to increase the Library Fund in the amount of \$17,567 to be appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Desiree Webber, Library Director

10. ORDINANCE /RESOLUTION NO. 16-023

RESOLUTION NO. 16-023

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$17,567.

WHEREAS, The Library Department received \$17,567 from the Canadian County Educational Facilities Authority for fiscal year 2016. The monies will be used to provide library services for educational and informational needs of persons within the City of Mustang and Canadian County;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
State Aid Grants (07-45112)	\$17,567
Expenditures:	
State Aid (07-507-5630)	<u>\$17,567</u>
Total	<u>\$17,567</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **19th** day of **January 2016**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-7
2. **MEETING DATE:** January 19, 2016
3. **TITLE:**
Discussion, Consideration and Possible Action to Approve Resolution No. 16-024 for a Budget Supplemental in the Library Fund for the Fiscal Year 2015-2016.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**
The Library Department received \$12,598 from Oklahoma State Aid – Department of Libraries for fiscal year 2016 State Aid Grant (90%). The grant monies will be used to fund part of the salary for the Youth Services Assistant, and purchase library processing supplies/educational programs.

A supplemental appropriation to increase the Library Fund in the amount of \$12,598 to be appropriated in fiscal year 2016.
7. **FINANCIAL IMPACT:**
8. **STAFF COMMENTS:**
9. **STAFF SOURCE:** Desiree Webber, Library Director
10. **ORDINANCE /RESOLUTION NO. 16-024**

RESOLUTION NO. 16-024

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$12,598.

WHEREAS, The Library Department received \$12,598 from Oklahoma State Aid – Department of Libraries for fiscal year 2016 State Aid Grant (90%). The grant monies will be used to fund part of the salary for the Youth Services Assistant, and purchase library processing supplies/educational programs;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
State Aid Grants (07-45112)	\$12,598
Expenditures:	
State Aid Expense (07-507-5630)	<u>\$12,598</u>
Total	<u>\$12,598</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **19th** day of **January 2019**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. **ITEM NO.** F-8
2. **MEETING DATE:** January 19, 2016
3. **TITLE:** Approval of **Resolution 16-025** supplementing the General Fund Budget for donations from sponsor to parks and recreation for programming.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Jean Heasley, Assistant Parks & Recreation Director
6. **BACKGROUND:**
The Parks Department has offered businesses the opportunity to sponsor events. The sponsorships will go to pay for supplies, entertainment, and activities at various special events.
7. **FINANCIAL IMPACT:** \$6,500.00
8. **STAFF COMMENTS:** Staff recommends approval
9. **STAFF SOURCE:** Jean Heasley, Parks and Recreation Assistant Director

RESOLUTION NO. 16-025

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$6,500

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

WHEREAS, the City Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Donation Revenue (01-45100)	\$6,500.00
Expenditures:	
Park programming (01-513-5302)	<u>\$6,500.00</u>
Total	<u>\$6,500.00</u>

This is to certify that the above and foregoing Resolution was duly **ADOPTED** and **APPROVED** by the Mayor and City Council this 19th of January 2016.

ATTEST:

City Clerk

Mayor

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-9

2. MEETING DATE: JANUARY 19, 2016

3. TITLE: AGREEMENT TO ALLOW PURCHASING OF WATER BY RESIDENTIAL PROPERTY OWNER LOCATED OUTSIDE THE CITY LIMITS OF MUSTANG.

4. COUNCIL ACTION: Discussion, consideration and possible action to approve or deny request.

5. INITIATOR: Community Development

COMMENTS & FACTS: Chuck Nicola is constructing a home at 5901 Twin Fawn Trails, in Fawn Trails Subdivision just north of the City of Mustang.

When this part of the addition was developed, the water line was tied in to Mustang's City Water system and the two existing homes on the street are tied into Mustang's water system. There was an understanding when the line was tied into Mustang's system that the houses in just this part of Fawn Trails would be utilizing Mustang water.

Attached is an email from Vanessa Cook in the Oklahoma City Utilities Department confirming approval of the water service agreement with the City of Mustang. Also attached is the agreement that allows the connection. The customer will be billed at 1.5 times the normal water rate. They will not utilize any other City of Mustang services.

If approved, the applicant will purchase a water meter from the City of Mustang and Severn Trent will install it. We will include it in our meter-reading schedule and they will pay a water bill to Mustang monthly.

STAFF RECOMMENDATION:

7. FINANCIAL IMPACT: Water will be purchased at 1.5 times the rate charged to Mustang residents.

8. STAFF COMMENTS: Staff recommends approval.

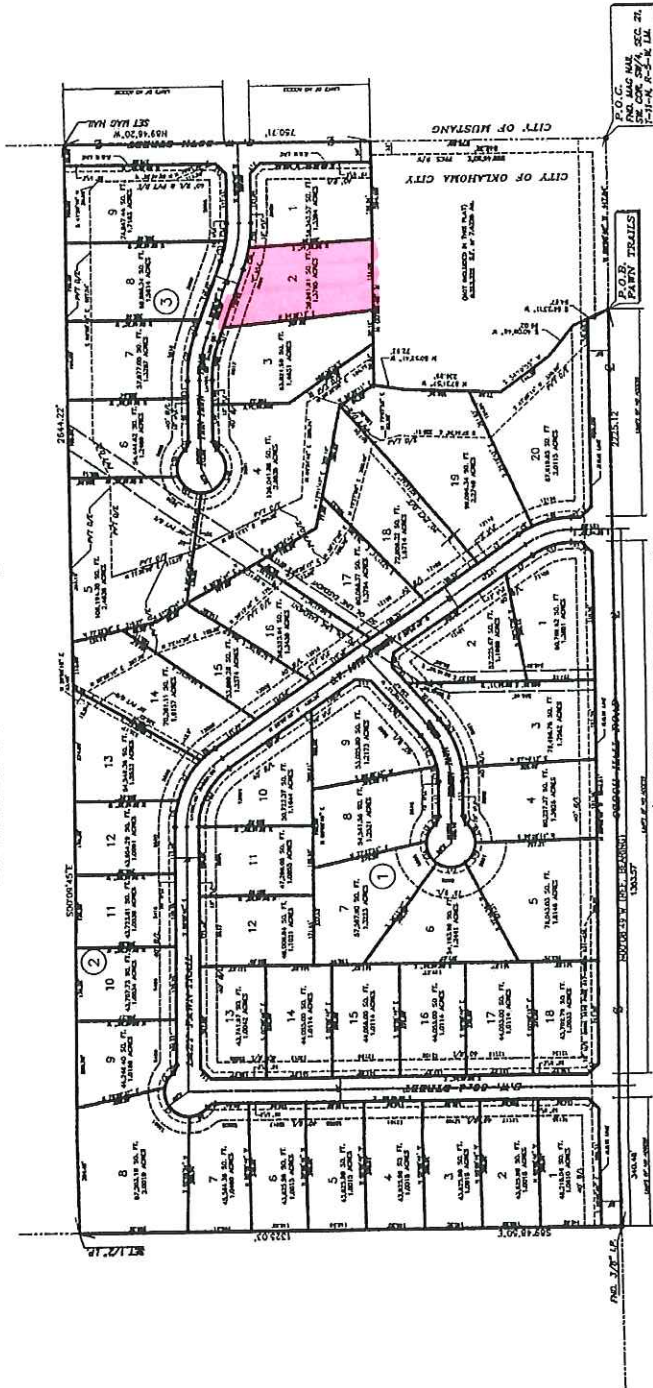
9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

Replat of Fawn Trails

AN ADDITION TO THE CITY OF OKLAHOMA CITY
A PART OF THE SW/4 OF SECTION 21, T11N, R5W, I.M.
CANADIAN COUNTY, OKLAHOMA



SCALE 1"=200'

LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-One (21), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, being more particularly described as follows:

COMMENCING at the Southwest Corner of said SW/4;
THENCE North 00°08'49" West along the West line of said SW/4 a distance of 417.84 feet to the point of BEGINNING; THENCE North 00°08'49" West along the West line of said SW/4 a distance of 2225.12 feet; THENCE South 89°48'50" East a distance of 1325.03 feet; THENCE South 00°09'45" East a distance of 2644.22 feet; THENCE North 89°48'50" West along the South line of said SW/4 a distance of 7500.71 feet; THENCE North 00°08'49" West a distance of 723.92 feet; THENCE South 89°48'50" East a distance of 235.89 feet; THENCE South 00°09'45" West a distance of 144.30 feet; THENCE South 89°48'50" West a distance of 95.02 feet; THENCE South 66°23'11" West a distance of 94.67 feet to the POINT OF BEGINNING.

Said tract containing 3,180.572 square feet or 73.0159 acres, more or less.

CERTIFICATE OF DEPARTMENT OF ENVIRONMENTAL QUALITY

I CERTIFY THAT I HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL DEVELOPMENT WHICH IS ON FILE AT THE OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE USE OF INDIVIDUAL WATER SYSTEMS AND INDIVIDUAL SEWER SYSTEMS.

NOTE: ONCE THE PLAT HAS BEEN APPROVED BY THIS DEPARTMENT, NO MAJOR SOIL MODIFICATIONS MAY OCCUR IN THE AREAS DESIGNATED FOR SEPTIC SYSTEM WASTE WATER DISPOSAL.

2-13-2007
DATE

ENVIRONMENTAL SPECIALIST
OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
#6240

State of Oklahoma }
County of Oklahoma }

Before me the undersigned, a Notary Public in and for said County and State on this day of 2007, personally appeared Jeffrey Henry to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires

July 7, 2009
Commission No. 05006174

Notary Public
Sandra P. Day

CITY PLANNING COMMISSION APPROVAL

I, John M. Dugan, Planning Director for the City of Oklahoma City, Oklahoma, do hereby certify that the City of Oklahoma City, Oklahoma, has adopted the plat of Fawn Trails, an addition to the City of Oklahoma City, Oklahoma, on this 23rd day of February, 2007.

[Signature]
PLANNING DIRECTOR

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Oklahoma City, Oklahoma, that the dedications shown on the plat of Fawn Trails, an addition to the City of Oklahoma City, Oklahoma, be hereby accepted.

ADOPTED by the Council of the City of Oklahoma City, Oklahoma this 26th day of March, 2007.

APPROVED by the Mayor of the City of Oklahoma City, Oklahoma this 26th day of March, 2007.

[Signature]
City Clerk

CITY CLERK'S CERTIFICATE

I, Frances Kersa, City Clerk of the City of Oklahoma City, Oklahoma, hereby certify that I have examined the records of said City of Oklahoma City, and find that all dedications for said land and back there is no special or unusual procedure now pending against the land within the plat of Fawn Trails, an addition to the City of Oklahoma City, Oklahoma, on this 30th day of March, 2007.

[Signature]
City Clerk

COUNTY TREASURER'S CERTIFICATE

I, David T. Rediff, do hereby certify that I am the duly elected and qualified acting County Treasurer of the County of Oklahoma, and that the tax records show that all taxes are paid for the year 2006, and prior years on the land shown on the plat of Fawn Trails, an addition to the City of Oklahoma City, Oklahoma, and that the required statutory security has been deposited in the Office of the County Treasurer, quarterly payment of current year taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on the 26th day of March, 2007.

[Signature]
County Treasurer

SURVEYOR'S CERTIFICATE

I, James M. Powers, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the plat of Fawn Trails represents a survey made under my supervision and that the same conform to the requirements of the Oklahoma Statutes for the practice of Land Surveying as adopted by the Oklahoma State Board of Land Surveyors, and that the same conform to the requirements of Title II Section 41-108 of the Oklahoma State Statutes.

[Signature]
James M. Powers
P.L.S. # 1484

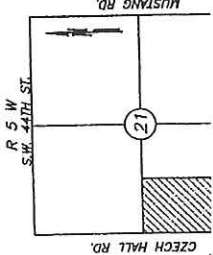
State of Oklahoma }
County of Oklahoma }

Before me the undersigned, a Notary Public in and for said County and State on this day of 2007, personally appeared James M. Powers to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires

July 7, 2009
Commission No. 05006174

[Signature]
Notary Public



RED PLAIN
SURVEYING COMPANY



CHUCK @ NICOLABANKING.COM

Chuck Nicola

From: vanessa.cook@okc.gov
Sent: Wednesday, December 23, 2015 11:47 AM
To: Chuck Nicola
Cc: nathan.madenwald@okc.gov; rheanna.hare@okc.gov; kristoffer.devolder@okc.gov
Subject: Water Service Agreement: 5901 Twin Fawn Trails, Mustang, OK 73064-Confirmation of Approval
Attachments: 5901 Twin Fawn Trails (Lot 2 Block 3 Replat Fawn Trails) Water Service Agreement.pdf;
5901 Twin Fawn Trails (Lot 2 Block 3 Replat Fawn Trails) Map.pdf

Mr. Charles Nicola,

This e-mail is to confirm approval from The Oklahoma City Utilities Department-Engineering Division regarding the submitted Water Service Agreement (See attachment) document proposing water service to serve Mr. Charles & Clarice Nicola at 5901 Twin Fawn Trails, Mustang, OK 73064 – said property being Lot 2, Block 3 of the a Re-plat Fawn Trails Addition;

Since there was a little confusion regarding the steps, these are the following steps that are required once confirmation is received from The City Of Oklahoma City Utilities Department-Engineering Division:

1. Submit the confirmation e-mail from The City of Oklahoma City & the proposed water service agreement document to The City of Mustang Community Development Department to be added to the agenda for the approval by City Council.
2. Once Approved by City Council, THEN ALL WATER METER PERMITS CAN BE PURCHASED.
3. An account must be set up with utility billing at the time the water meter permit is purchased; a \$75 dollar deposit is required with necessary paperwork.
http://www.cityofmustang.org/sites/default/files/fileattachments/utilities/page/2017/new_utility_contract.pdf
 - a. MUSTANG WILL SET THE WATER METER ONCE A WATER METER CAN IS IN THE GROUND AND CALLED IN TO BE SET.
 - b. BY CONTRACT THIS MAY TAKE UP TO TWO WEEKS
4. No payments are required to The City of Oklahoma City for Water Service) but we do require copies of all the receipts from The City of Mustang to be submitted to The City of Oklahoma City Utilities Dept.-5th Floor & the Development Services Dept.-8th Floor.
5. You will need to set-up an account for Oklahoma City services for trash, EMSA, drainage, etc.
6. The City of Oklahoma City Utilities Dept.-5th Floor will need to be notified when a Final Certificate of Occupancy has been obtained.

Vanessa Cook

Engineer Assistant I
Utilities Department -Engineering Division
420 W. Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Ph: 405-297-1986 Fax: 405-297-2021
Vanessa.cook@okc.gov

Disclaimer: Neither the City nor any of its trusts nor any of their employees, officers, or agents warrant or represent that the information or data on this document is accurate or appropriate for use or re-use for any purpose. The user of this document assumes the sole duty and full responsibility for the verification of the information and data contained therein. Any use of or reliance upon this document or the information or data contained therein is solely, totally, and exclusively at the users own risk.

AGREEMENT

This Agreement made and entered into by and among the City of Mustang and the Mustang Improvement Authority (Collectively referred to as "City") and CHARLES & CLARICE NICOLA (hereinafter referred to as Customer).

WITNESSETH

WHEREAS, City owns, operates, and maintains a water system providing water for City; and

WHEREAS, customer desires to purchase water from City, for personal use at the property located at 5901 TWIN FAWN TRAIL, MUSTANG, OK

WHEREAS, the capacities of the City water system, at the time of execution of this Agreement, are adequate to meet the needs of City and its inhabitants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is agreed between the parties as follows:

1. City agrees to sell, and customer agrees to purchase water from the City for personal use at the property located at

5901 TWIN FAWN TRAIL, MUSTANG, OK

2. Customer agrees to pay all expenses for individual water lines and other appurtenances, \$100 connection fee to the City line, and additionally, to pay City for any other costs of connection to the City system normally incurred by any residential water customer of the City, including, but not limited to, deposits.

3. Customer agrees to meet and comply with all ordinances, requirements and specifications related to water service imposed by City, including, without limitation, installation, water lines, appurtenances, meter, connections, or other related matters, as would be required if customer were an inhabitant of City and as otherwise provided herein. Additionally, Customer agrees to install a back flow valve as directed by City prior to commencement of services.

4. Customer agrees to pay a rate of 1 ½ (one and one-half) times the rates charged city residential customers for water purchased by City, which rate shall automatically change appropriately if the City residential rates change.

5. Notwithstanding any other provision in this Agreement, the City expressly reserves the right to terminate and abrogate this Agreement at any time the governing body of the City of Mustang shall declare by resolution that the water being furnished pursuant to this contract is required by the City of Mustang for its own use and the use of its inhabitants. Upon the approval of the Agreement may be terminated without further action in 10 days from the date of the resolution.

AGREEMENT

PAGE 2

6. It is mutually understood and agreed by the parties that Customer accepts such treated water as it is at the time it is extracted or received from the City, provided that the water is of the quality and quantity distributed to other customers of City. Any determination by Customer that said water is not of such quality or quantity for its needs shall not give rise to any claim, action, or cause of action against City. It is further provided that if the water is of insufficient quantity to meet Customer's reasonable needs or is of inadequate quality for a period of seven consecutive days, then the Customer can terminate this Agreement upon seven (7) days written notice. It is further understood and agreed by the parties hereto that neither the City nor the Authority shall be held liable for any damage to Customer's pipeline or facilities that may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, loss of power, cessation of pumping, or any other operation or failure of the City system. In the event of service interruption, City shall act reasonably in an effort to timely restore service.
7. It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant Customer any property right of any nature or kind in the provisions of water service, sources, treatment facilities, distribution system, waters or water rights, or the City water system. Customer expressly covenants and agrees to make no claim of any nature or kind under this Agreement upon such property, facilities, water or water rights of City.
8. The primary term of this Agreement shall be from the effective date of this Agreement to the end of the _____ - _____ fiscal year; provided, however, that its provisions will be extended from fiscal year to fiscal year unless either party gives thirty (30) days written notice that it will not renew, unless otherwise terminated as provided herein.
9. All other provisions herein notwithstanding, any party may terminate this Agreement, for non-payment or upon violation by other party or parties of any material provision of this Agreement, or for any reason, by giving thirty (3) days prior written notice of its intention to do so. This Agreement shall automatically terminate at the end of such thirty-day period unless such violation is corrected, provided that any other remedy or remedies available under the law for such violation shall not be limited to this provision or the exercise of rights conferred by this provision.
10. This Agreement is not assignable except upon the prior written consent of all parties hereto. This provision is expressly applicable in the event Customer sells, leases, or otherwise conveys the property described herein, in which case, this Agreement will automatically terminate at the time of this conveyance, unless the parties have previously agreed to such assignment. It is further expressly provided that nothing in this Agreement shall be construed to prevent City from entering into a separate or new agreement with the successor to the property if so determined by the governing body.
11. This Agreement shall be executed induplicate, each copy of which shall be an original.

12. The effective date of this Agreement shall be upon execution hereof by the last party hereto. Water service shall thereafter commence within five working days after approval by the City that all City requirements have been met.
13. This Agreement may not be amended except by express written agreement of all parties hereto.
14. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural shall include the singular, except where a contrary intention plainly appears. When any word in the Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.
15. Should the City either by resolution of its Council or its City Manager, determine that water use rationing or suspension must be observed by the customers in the vicinity of Customer due to water delivery or pressure problems, or by all customers of the City water system for whatever reason, the City Manager of the City may request that Customer similarly adopt water use rationing or suspension. Failure of Customer to promptly and similarly respond may result, at the discretion of the City Manager, in the summary reduction or suspension of water sale, and delivery hereunder.
16. The City is excused from non-performance and shall not be liable for any delay in delivery of for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of the City, including, but not limited to, acts of third parties, fires, civil disobedience, riots, rebellions, accidents, explosions, floods, storms, acts of God, and similar occurrences. The City is expressly exempt from any liability involving fire protection or the provision of sufficient quantities of water for fire protection purposes and nothing in this Agreement shall be construed as a guarantee or assurance of any sort that the water provided would be sufficient for fire protection purposes.
17. Customer and City shall faithfully abide by the applicable ordinances, laws, rules and regulations of the City of Mustang, the State of Oklahoma, Oklahoma State Department of Health, and the United States of America, and all amendments thereto, as terms of this Agreement regardless of jurisdictional limits.
18. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provision agreed upon by said parties and no agent or any party t this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

AGREEMENT
PAGE 4

19. It is expressly agreed and stated that this Agreement is solely between the executing parties and that there are no third party beneficiaries nor rights or warranties expressly, implicitly or otherwise created or established in favor of third parties.

ADOPTED by the Council and SIGNED by the Mayor of the City of Mustang, Oklahoma this _____ day of _____, and 20 ____.

CITY OF MUSTANG

MAYOR

ATTEST: (Seal)

CITY CLERK

CUSTOMER

APPROVED by the Mustang Improvement Authority this _____ day of _____,
20 ____.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED as to form this _____ day of _____, 20 ____.

CITY ATTORNEY
CITY OF MUSTANG

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-10

2. MEETING DATE: January 19, 2016

3. TITLE: Approval of OG&E Easement for Electrical Line for Garden Storage Building in Wild Horse Park

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Approve Easement

5. INITIATOR: Community Development Department

COMMENTS & FACTS: OG&E is requesting a ten-foot easement to provide electrical service to the garden storage building in Wild Horse Park. There is already an existing pedestal to serve the structure.

This is a 10-foot wide easement as shown on the attached sketch.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: City staff recommends approval of the easement.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
ATTN: DANNIE WEST, R/W AGENT
PO BOX 321, M/C WW52
OKLAHOMA CITY, OK 73101-0321
Work Order #7364808

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF MUSTANG, an Oklahoma municipal corporation, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in CANADIAN County, State of Oklahoma, and is described as follows:

A part of the NE/4, Section 28, T11N, R5W, I.M., being a part of a tract described in a deed recorded in Book 1840, Page 86 at the County Clerk, more particularly a strip of land 10 feet wide, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any additional soil excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of January, 2016.

THE CITY OF MUSTANG,
an Oklahoma municipal corporation

By: _____
Jay Adams, Mayor

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CANADIAN, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of January, 2016, personally appeared Jay Adams, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

Notary Public

OG&E EASEMENT

EXHIBIT "A"

An Easement in part of the Northeast Quarter (NE1/4) of Section Twenty-eight (28), Township Eleven (11) North, Range Five (5) West of the Indian Meridian Canadian County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on December 14, 2015, using an Arbitrary Bearing of N00°03'06"E between existing monuments at the Southeast and Northeast Corners of said NE1/4 as a Basis of Bearing and as shown on attached Easement Sketch, said easement being Ten (10) feet in width, Five (5) feet each side of a centerline described as:

Commencing at the Southeast corner of said NE1/4;

Thence N00°03'06"E, on the East line of said NE1/4, for a distance of 622.75 feet;

Thence N89°56'54"W for a distance of 33.00 feet to the **Point of Beginning**;

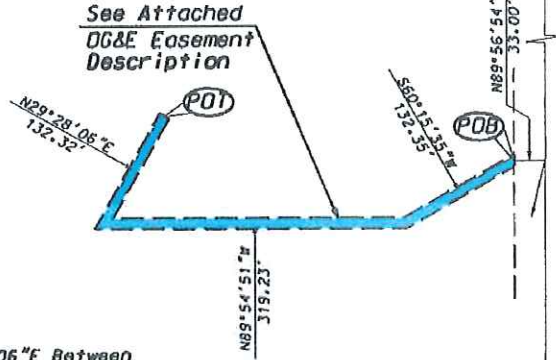
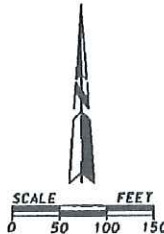
Thence S60°15'35"W, on said centerline, for a distance of 132.35 feet;

Thence N89°54'51"W, on said centerline, for a distance of 319.23 feet;

Thence N29°28'06"E, on said centerline, for a distance of 132.32 feet to the **Point of Termination**.

EASEMENT SKETCH

EXHIBIT "B"



Note: Bearings Are Based On $N00^{\circ}03'06''E$ Between Existing Monuments at the Southeast and Northeast Corners of the NE1/4 of Section 28, T11N, R5W, I.M.

(•) - Indicates Existing Monument as Noted.
(DCCR) - Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department of Libraries, Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.



Timothy G. Pollard
Timothy G. Pollard, PLS 1474
Dated: December 14, 2015

SE Corner
NE1/4 Sec. 28
Exist 3/8" IP
DCCR by PLS 1785

OKLAHOMA GAS AND ELECTRIC COMPANY			
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CAR2380 EXP 06-30-17 405-366-0001	DG&E EASEMENT SKETCH W0# 7364808 PART OF NE1/4 OF SEC. 28, T11N, R5W, I.M. CANADIAN COUNTY, OKLAHOMA	REVISIONS:	
DRAWN BY: T. POLLARD	DATE: Dec. 14, 2015	FILE #: 28-11n5w.ASC	DATE: Dec. 10, 2015
APPROVED BY: D. WEEKS	DATE: Dec. 14, 2015	DRWG #: 28-11n5w.DGN	DATE: Dec. 14, 2015
		SCALE: 1" = 150'	
		SHEET 1 OF 1	

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** H-1
2. **MEETING DATE:** January 19, 2016
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:** The Leisure Services Board worked on new facility user agreements in 2015. These agreements provide the facility user groups a basic set of rules to follow when operating at a City facility. The agreements also provide the financial obligation for each user group to the City of Mustang. Agreements will last the calendar year and will need to be renewed each year in January.
7. **FINANCIAL IMPACT:**
8. **STAFF'S COMMENTS:** Staff recommends approval of agreements between Mustang Youth Baseball, Mustang Youth Soccer, and Mustang Softball Association. Agreements will ensure user groups are operating correctly as well as providing stability for the groups in utilizing City facilities.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

Sports Facility Agreement Wild Horse Park Baseball Facility

This Agreement, made and entered into this ____ day of _____, 2016, 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, 2016 through January 1, 2017**, 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

Sports Facility Agreement Wild Horse Park Softball Facility

This Agreement, made and entered into this ____ day of _____, 2016, 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 2016 through January 1, 2017**, 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 Soccer Facility

This Agreement, made and entered into this _____ day of _____, 2016, 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, 2016 through January 1, 2017**, 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. 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
Mustang Youth Soccer

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 **01/05/16** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of **Agreement** to Allow Purchasing of Water by Residential Property Owner Located Outside the City Limits of Mustang.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
JANUARY 5, 2016**

The Mustang Improvement Authority met in regular session on Tuesday, January 5, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, December 31, 2015, at 9:00 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Adams called the meeting to order at **7:13 p.m.**

B. ROLL CALL

Trustees Present: Riley
Staples
Grider
Hagan
Schweinberg
Adams

Trustees Absent: Jones

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **12/15/15** MIA Minutes
- *2. Claims List for **FY '16**

MOTION was made by **Trustee Grider**, seconded by **Trustee Staples**, to approve Items D-1 thru D-2 of the Consent Agenda.

AYE: Riley, Staples, Grider, Hagan, Schweinberg, Adams

NAY: None

E. INFORMATION/REPORTS

1. **Trustee Manager**

City Manager Rooney stated the next Work Session is Monday, January 11, 2016, at 6:00 p.m. stating the location will either be at Town Center or the Police Station and would communicate to everyone tomorrow which one.

2. **Trustees**

None.

F. DISCUSSION ITEMS

None

G. ADJOURNMENT

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

AYE: Riley, Staples, Grider, Hagan, Schweinberg, Adams

NAY: None

Meeting was adjourned at **7:15 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
16-0794	01-B0024	BANCFIRST	2014 A BOND PAYMENT	1/2016	201601112408	183,953.75
16-1068	01-B0024	BANCFIRST	2014 B CAP. INT. PAYMENT	1/2016	201601112407	17,930.42
16-1218	01-B0120	BOND FUND	4TH PENNY TRANSFER	1/2016	201601112405	21,397.88
16-0030	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	1/2016	201601112409	230,000.00
16-0010	01-I0015	TYLER TECHNOLOGIES, INC	WEBSITE FEES, U.B., COURT	1/2016	025-143632-	192.00
16-1003	01-I0015	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE FEES	1/2016	025-143148	348.42
16-1217	01-L0045	LIMITED PURPOSE FUND	3RD PENNY TRANSFER	1/2016	201601112412	70,146.63
16-1162	01-M0166	MUNICIPAL FINANCE SERVICES,	CONTINUING DISCLOSURE	1/2016	201601112423	2,500.00
16-0209	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEES	1/2016	201601112410	13,000.00
DEPARTMENT TOTAL:						539,469.10
DEPARTMENT: 72 WATER						
16-1087	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING/WASTE WATER/C	1/2016	201601122441	4,032.00
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112426	9,206.78
16-1199	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112430	12,495.31
16-1238	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601122439	335.18
16-1276	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601142462	1,377.50
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	1/2016	0116-OP-133412	90,274.90
DEPARTMENT TOTAL:						117,721.67
DEPARTMENT: 75 SEWER						
16-1087	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING/WASTE WATER/C	1/2016	201601122443	3,019.00
16-1275	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS TRANSPORTATION CHG	1/2016	201601142460	439.63
16-1208	01-00035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	1/2016	201601112426	976.00
16-1199	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112430	257.16
16-1205	01-00055	OG&E COMPANY	ELECTRIC SERVICE	1/2016	201601112433	44.48
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	1/2016	0116-OP-133412	50,779.63
DEPARTMENT TOTAL:						55,515.90
DEPARTMENT: 78 SANITATION						
16-1273	01-S0085	SILVER STAR CONSTRUCTION	COSTORM DEBRIS REMOVAL	1/2016	23616	580,016.25
DEPARTMENT TOTAL:						580,016.25
FUND TOTAL:						1,292,722.92