

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Randy Martin, Pastor, Mustang Christian 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 **02/02/16** City Council Minutes.
- *2. Claims List for **FY'16**
3. Approval of **Resolution No. 16-028**, a Resolution of the City of Mustang, Oklahoma, Supporting HB 3126 as Introduced.
4. Acceptance of National Recreation and Park Association's Active Living Every Day **Grant**.
5. Acceptance of Three (3) **Permanent Easements** for Public Sewer Line for Hunters Spring Addition.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda Packet
2. City Council
 - a. Approval of **Proclamation** Declaring the Month of March, 2016 as "**Certified Government Financial Manager Month**".
 - b. Reports

H. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project Labeled Mustang Water Tower Improvements.
- *2. **Discussion, Consideration and Possible Action** regarding Awarding Bid for Project Labeled Mustang Water Tower Improvements.
3. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1136**, an Ordinance of the City of Mustang, Oklahoma, (A) Amending Chapter 18, Article II, Section 18-31.A to Adopt the International Building Code, in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; (B) Amending Chapter 18, Article II, Section 18-32.A to Adopt the International Existing Building Code, in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; (C) Amending Article III, Section 18-61 to Adopt the National Electrical Code in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; (D) Amending Article IV Section 18-171 to Adopt the International Mechanical Code in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; (E) Amending Article V, Section 18-221 to Adopt the International Plumbing Code in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; (F) Amending Article VII, Section 18-317 to Adopt the International Fuel Gas Code in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; (G) Amending Chapter 46, Article III, Section 46-61 to Adopt the International Fire Code in the Version as Currently or Hereinafter may be Adopted and Amended by the Oklahoma Uniform Building Code Commission; Providing that Existing Rights are Unimpaired; Ordering Publication; Providing for Repealer; Providing for Severability; and Declaring an Emergency.

CITY COUNCIL AGENDA

FEBRUARY 16, 2016

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4. **Discussion, Consideration and Possible Action** regarding Approval of the Municipal Lease/Purchase of Three (3) Police Vehicles with RCB Bank for a Three Year Term; documents to include, but not limited to, Lease/Purchase Agreement, **Resolution No. 16-029**, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
FEBRUARY 2, 2016**

The Mustang City Council met in regular session on Tuesday, February 2, 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, January 29, 2016, at 2:35 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Councilman Jones, Ward IV)

Councilman Jones led the assembly in the Pledge and Invocation.

C. ROLL CALL

Councilmembers Present:	Riley
	Grider
	Jones
	Hagan
	Schweinberg

Councilmembers Absent:	Staples
	Adams

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **01/19/16** City Council Minutes.
- *2. Claims List for **FY'16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval of **Resolution No. 16-026**, a Resolution of the City Council of the City of Mustang Requesting from the Oklahoma Department of Transportation Permission to Install a Traffic Light at the Corner of East Plantation Terrace and Mustang Road, also known as State Highway 4, for Traffic Control.

5. Approval of Annual Agreement with **Area Wide Aging Agency** based out of Redlands Community College to Provide Weekly Meal Program for Senior Adults.
6. Approval to Declare Whelen Outdoor Warning Devices and Ancillary Equipment as **Surplus**, and Authorizing disposal of Those Items.

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

AYE: Riley, Grider, Jones, Hagan, Schweinberg
NAY: None

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated he did not have anything in addition to his City Manager report and introduced Dr. Sean McDaniel, Superintendent, Mustang Public Schools, to provide a presentation regarding the upcoming school bond election.

Dr. McDaniel provided information regarding the school bond election to be held Tuesday, February 9, 2016 (powerpoint presentation available in the City Clerk's office):

- Proposition #1
 - o Operational Bond - stating this has been in previous school bond elections, but normally is big brick and mortar items stating this item is different and covers the following:
 - Infrastructure for Technology
 - HVAC
 - Land Acquisition
 - Textbooks, instructional materials, equipment, etc. and provided information regarding the six year adoption cycle used for textbooks
 - Repairing/Resurfacing paving, such as the parking lot at the high school
- Proposition #2
 - o Student Transportation Equipment stating as required by law, this has to be a separate vote
 - Buses, including handicap buses

Dr. McDaniel provided information regarding millage and provided comparisons with other school districts and a graph regarding historical sinking fund mill levy. He stated more information was available on the school website as well as videos of different personnel who provided information regarding specific areas affected by the bond.

Dr. McDaniel stated he appreciated the partnership the school district has with the City of Mustang stating not all communities have this and appreciates the support from the City and from the school district to the City.

2. City Council

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

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

Councilman Grider stated he would like to comment on Item #6 of the Consent Agenda regarding Surplus of the Outdoor Warning Devices stating it included giving the equipment to a smaller fire department and he felt it was great that we could help another community and thanked **Chief Hickman**.

Councilman Jones commended everyone on the legislative breakfast held on Tuesday stating Dr. McDaniel and his people did a great job.

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

Vice Mayor Schweinberg did not have anything to report at this time.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-027**, a Resolution of the City of Mustang, Oklahoma, Supporting the Efforts of the Mustang School District.

City Manager Rooney stated Dr. Sean McDaniel gave a presentation earlier regarding the upcoming school bond election stating this is a Resolution supporting the Mustang Public Schools and their efforts and to urge citizens to vote on February 9, 2016.

MOTION was made by **Councilman Jones**, seconded by **Councilman Grider**, to Approve **Resolution No. 16-027**, a Resolution of the City of Mustang, Oklahoma, Supporting the Efforts of the Mustang School District.

AYE: Riley, Grider, Jones, Hagan, Schweinberg
NAY: None

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

AYE: Riley, Grider, Jones, Hagan, Schweinberg
NAY: None

The meeting was adjourned at **7:13 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						
16-1413	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	2/2016	2249	1,144.50
16-0899	01-C1100	C.H. GUERNSEY & COMPANY	CITY PROPERTY SURVEY	2/2016	122193	4,300.00
16-0016	01-W0001	WHEATLEY, SEGLER, OSBY &	MONTHLY RETAINER FEES	2/2016	201602102612	2,284.75
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY &	MILEGAL SERVICES	2/2016	201602112617	11,375.76
DEPARTMENT TOTAL:						19,105.01
DEPARTMENT: 11 CITY MANAGER						
16-0021	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	2/2016	78597	880.00
16-0112	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	2/2016	11762	12.00
16-0771	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	2/2016	MT97004	137.16
16-1091	01-R0156	THE RECOGNITION COMPANY	10 YEAR SERVICE AWARDS	2/2016	2016-35	230.61
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY &	MILEGAL SERVICES	2/2016	201602112617	624.24
DEPARTMENT TOTAL:						1,884.01
DEPARTMENT: 12 LIBRARY						
16-0094	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	2/2016	5013929256	924.09
16-0095	01-B1023	BTAC ACQUISITION CORP.	CHILDRENS MATERIALS	2/2016	5013929255	174.71
16-0523	01-B1023	BTAC ACQUISITION CORP.	CHILDRENS MATERIALS	2/2016	5013974652	141.82
16-0887	01-B1023	BTAC ACQUISITION CORP.	CHILDRENS MATERIALS	2/2016	5013974650	650.69
16-1235	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	2/2016	5013974651	630.88
16-1359	01-D1140	ELIZABETH DUKE	FALL TUITION REIMBURSEMEN	2/2016	201602092586	214.80
16-1284	01-E0082	ENVISIONWARE, INC.	PRINT MANAGEMENT SOFTWARE	2/2016	INV-US-24668	300.00
16-0091	01-M0263	MIDWEST TAPE, LLC	CHILDRENS AUDIO & DVD MAT	2/2016	93412577	109.96
DEPARTMENT TOTAL:						3,146.95
DEPARTMENT: 13 PARKS AND RECREATION						
16-0937	01-B0160	VARSITY BRANDS HOLDING CO.,	BASKETBALLS, BALL CAGE	2/2016	97609707	38.64
16-1419	01-B0213	DONALD R. PARSONS	REPAIRS ON POOL TABLE	2/2016	201602102606	150.00
16-1247	01-C0278	COX COMMUNICATIONS, INC.	CABLE SERVICE	2/2016	201602102607	74.62
16-1354	01-E0084	MOORE ELEVATION, LLC	SUMMER CAMP FIELD TRIP	2/2016	201602092587	100.00
16-1244	01-F0078	DAIOHS USA, INC	COFFEE FOR T.C.	2/2016	133964	33.70
16-1029	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	2/2016	NP46586932	367.03
16-0979	01-F6632	FUN TIME ENTERTAINMENT	BOUNCE HOUSE/SLIDE COMBO	2/2016	2016-0001	175.00
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERAT	ELECTRIC SERVICE	2/2016	201602092590	4,007.11
16-1370	01-00055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092593	27.99
16-1358	01-Y0040	YUKON TROPHY & AWARDS INC	TROPHIES FOR CONTEST	2/2016	216122	42.00
DEPARTMENT TOTAL:						5,016.09

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-1194	01-A0199	ARX DISASTER MANAGEMENT, INDEBRIS MONITORING		2/2016	1A	40,000.00
16-1407	01-A0199	ARX DISASTER MANAGEMENT, INDEBRIS MONITORING		2/2016	1	9,829.63
16-0019	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	2/2016	133963	33.70
16-1400	01-00014	OK MUNICIPAL ASSURANCE GROUP	PROPERTY PREMIUM	2/2016	38727	166.83
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2016	201602092590	636.74
16-1412	01-01177	OK TAX COMMISSION	SALES TAX PAYABLE	2/2016	201602092604	75.84
16-1172	01-P0055	PLUMBSCO, INC	REPAIR WATER LEAK	2/2016	201602092598	150.00
16-1166	01-S0093	SMART TECHNOLOGIES INC	MAINTENANCE AGREEMENT	2/2016	716867	3,179.95
16-1287	01-S0093	SMART TECHNOLOGIES INC	BATTERY BACKUP FOR SERVER	2/2016	716853	735.00
16-0026	01-S0330	STREETS LLC MECHANICAL CONTHVAC MAINTENANCE		2/2016	S44-116	3,269.25
DEPARTMENT TOTAL:						58,076.94
DEPARTMENT: 16 TRANSFERS						
16-1404	01-L0045	LIMITED PURPOSE FUND	SALES TAX TRANSFER	2/2016	201602092577	3,769.10
16-1403	01-M0210	MUSTANG IMPROVEMENT	SALES TAX TRANSFER	2/2016	201602092578	437,691.04
DEPARTMENT TOTAL:						441,460.14
DEPARTMENT: 18 TOWN CENTER						
16-1230	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF T.C.	2/2016	78596	4,435.00
16-1305	01-C0098	COMMERCIAL SERVICES CORPORASERVICE CALL FOR H&A		2/2016	17419	170.00
16-1431	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS USAGE	2/2016	201602112614	882.59
16-0060	01-K0033	KONE, INC	ELEVATOR MAINTENANCE	2/2016	1157125568	250.00
16-1281	01-L0399	LIBERTY FLAGS	FLAGS FOR T.C.	2/2016	76018	37.05
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2016	201602092590	5,899.51
16-0764	01-S1165	INTERLINE BRANDS, INC	SUPPLIES FOR T.C.	2/2016	357367457	820.33
DEPARTMENT TOTAL:						12,494.48
DEPARTMENT: 19 BALL COMPLEX						
16-0749	01-A0131	JAMES HILLIS	PORT A POTTIES @ PARK	2/2016	14933	147.00
16-1352	01-B0160	VARSITY BRANDS HOLDING CO.,	PITCHING RUBBERS, HOME PL	2/2016	97617025	1,695.62
16-0221	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	2/2016	NP46586932A	90.55
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2016	201602092590	386.12
16-1364	01-00055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092592	431.80
16-1318	01-R0158	RC SYSTEMS, INC	TOUCH SCREEN MONITORS	2/2016	16698	1,050.00
16-1357	01-W0098	WORTH INC.	ITEMS FOR RESALE	2/2016	83483313	499.16
DEPARTMENT TOTAL:						4,300.25

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2016	201602092590	134.49
16-0697	01-P0055	PLUMBCO, INC	PLUMBING REPAIRS	2/2016	201602092599	120.00
DEPARTMENT TOTAL:						254.49
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
16-0123	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	2/2016	R443072	26.00
16-0754	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	2/2016	NP46586932B	255.46
16-1373	01-G0082	GENERAL DYNAMICS INFO TECHN	REFUND LICENCE APPLICATION	2/2016	201602092588	40.00
16-0122	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	2/2016	PLANNING COMM.	30.65
16-1009	01-M0001	MUSTANG NEWS CORPORATION	PUBLICATIONS OF LEGALS	2/2016	MU. PLANNING COMM.	71.40
16-0928	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE FEES	2/2016	201602092597	388.00
16-1060	01-V0050	CELLCO PARTNERSHIP	CELL PHONE BILL	2/2016	9759270814	230.77
DEPARTMENT TOTAL:						1,042.28
DEPARTMENT: 41		POLICE				
16-0089	01-A0122	ALLIANCE MAINTENANCE, INC	DEPARTMENTAL CLEANING SER	2/2016	78598	1,295.00
16-0104	01-B0151	AUTO PLACE INC.	VEHICLE REPAIRS & PARTS	2/2016	7607	1,588.42
16-1431	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS USAGE	2/2016	201602112614	605.93
16-0105	01-D0090	DEPT OF PUBLIC SAFETY	OLETS USER FEES	2/2016	04-1609173	350.00
16-0103	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	2/2016	133970	158.70
16-0128	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	2/2016	NP46586892	2,186.68
16-0100	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	2/2016	238372	147.95
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICE	2/2016	201602092590	2,756.57
16-0168	01-S0330	STREETS LLC MECHANICAL CON	TENT & AIR MAINTENANCE	2/2016	S43/43B-116	5,130.00
16-0167	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM & JAIL CLEANING	2/2016	201602092602	391.50
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	2/2016	201602092603	32.17
DEPARTMENT TOTAL:						14,642.92
DEPARTMENT: 42		ANIMAL CONTROL				
16-0128	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	2/2016	NP46586892	64.03
16-0179	01-L0096	WILLIAM A AND LAURA L RIDLE	LAUNDRY SERVICE FOR ACO	2/2016	7518	85.42
16-0570	01-S1002	STERLING J. BEECROFT, LLC	OUTLETS TO THE KENNELS	2/2016	3211	1,297.00
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	2/2016	201602092603	32.17
DEPARTMENT TOTAL:						1,478.62

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
16-1383	01-A0110	ALL SEASON BUILDING SUPPLY,BUILDING REPAIR & MAINT.		2/2016	55998	26.62
16-1349	01-C0017	BRYAN ALBRECHT	SERVICE FOR QUINT REPAIR	2/2016	16-3123	600.00
16-1237	01-C0065	CASCO INDUSTRIES, INCORPORAREPAIR OF 2 BUNKER COATS		2/2016	165069	175.00
16-1322	01-C0065	CASCO INDUSTRIES, INCORPORAOIL FOR SAWS		2/2016	164888	94.00
16-1356	01-C0065	CASCO INDUSTRIES, INCORPORACLASS A FOAM		2/2016	165343	350.00
16-0138	01-C1012	JOHN I. GARCIA	PROFESSIONAL LAWN SPRAYIN	2/2016	44506	135.00
16-1299	01-C1031	CUSTOM IDENTIFICATION PRODUPAS TAGS		2/2016	301182	15.00
16-1189	01-F0094	FLEETCORE TECHNOLOGIES, INCFUEL FOR VEHICLES		2/2016	NP46586931	548.20
16-1323	01-G0086	W.W. GRAINGER, INC.	LOCKING SWITCH/GRINDER	2/2016	9017463192	26.96
16-1339	01-J1061	WILLIAM A. JUSTICE	HEALTHCARE CARDS, HEART S	2/2016	119	390.00
16-1017	01-N0137	NORTHERN SAFETY, CO	REPAIR AIRPACK	2/2016	901778649,784780,7	166.00
16-1380	01-O0025	O'REILLY AUTOMOTIVE STORES,VEHICLE MAINTENANCE & REP		2/2016	0309-101999	53.97
16-1370	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092593	913.07
16-1405	01-O0100	OKLAHOMA FIREFIGHTERS PENSIACTIVE VOLUNTEER DUES		2/2016	201602092589	660.00
16-1278	01-Q0010	QUILL CORPORATION	3 RING BINDERS	2/2016	2536400	202.62
16-0350	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWELS, MOP HEADS	2/2016	825 1073831	41.45
DEPARTMENT TOTAL:						4,397.89
DEPARTMENT: 61 STREETS						
16-1350	01-C0010	CKENERGY ELECTRIC COOPERATIELECTRIC SERVICE		2/2016	201602092584	1,829.59
16-1374	01-O0035	OKLAHOMA ELECTRIC COOPERATIELECTRIC SERVICE		2/2016	201602092590	997.42
16-1370	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092593	12,494.85
16-1375	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092595	62.07
16-1430	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602112613	200.51
DEPARTMENT TOTAL:						15,584.44
FUND TOTAL:						582,884.51

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
16-0449	01-P0055	PLUMBCO, INC	PLUMBING WORK	2/2016	201602092600	440.00
DEPARTMENT TOTAL:						440.00
FUND TOTAL:						440.00

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
16-1340	01-00109	OK LIBRARY ASSOC.	MEMBERSHIP FOR OLA	2/2016	300001166	93.00
16-0709	01-S0010	SYNCHRONY BANK	BEVERAGES FOR RESALE	2/2016	201602092601	76.14
DEPARTMENT TOTAL:						169.14
FUND TOTAL:						169.14

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
16-1388	01-01277	OK TAX COMMISSION	LEIN RELEASE FEE	2/2016	201602092572	55.00
16-1263	01-W1063	WATCHGUARD VIDEO	REPAIR TO CAR CAMERAS	2/2016	13544	970.00
DEPARTMENT TOTAL:						1,025.00
FUND TOTAL:						1,025.00

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		ADMINISTRATION				
16-1104	01-C2231	CORY'S AUDIO VISUAL SERVICES		2/2016	183821	4,629.75
16-1078	01-R0153	REACH MEDIA NETWORK	DIGITAL SIGNAGE FOR ROOM	2/2016	41580	3,888.00
16-1260	01-T0142	THE LIBRARY CORPORATION	USB CIRC. SCANNER	2/2016	60073	191.00
DEPARTMENT TOTAL:						8,708.75
FUND TOTAL:						8,708.75

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
16-1089	01-M0188	MESHEK & ASSOCIATES	ASSESS DRAINAGE AREA	2/2016	3445	2,096.25
DEPARTMENT TOTAL:						2,096.25
FUND TOTAL:						2,096.25

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-1422	01-E0007	EMERGENCY PHYSICIANS OF MIDWORKERS COMP CLAIM		2/2016	201602102609	207.55
16-1367	01-H0150	HUMAN PERFORMANCE CENTER #7WORKERS COMP CLAIM		2/2016	201602092582	210.46
16-1366	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	2/2016	201602092581	18.48
16-1421	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	2/2016	201602102610	11.61
16-1368	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	2/2016	201602092583	22.67
16-1423	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	2/2016	201602102611	80.67
DEPARTMENT TOTAL:						551.44
FUND TOTAL:						551.44

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-3
2. MEETING DATE: February 16, 2016
3. TITLE: Resolution No. 16-028
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: Staff is a member of the Oklahoma Municipal League's Legislative Committee. At the most recent meeting, the OML Legislative Committee voted unanimously to support HB 3126 which would allow for 9-1-1 reform.

Specifically, HB 3126 increases the fee \$.25, establishes a protocol for the distribution of those fees based on a community's population, and establishes an oversight committee.

HB 3126 is attached for your information and review.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: Resolution No. 16-028

RESOLUTION NO. 16-028
Supporting HB 3126
as Introduced

WHEREAS, enhanced 9-1-1 service provides the location and call-back number for emergency callers, which is essential to delivering the right emergency help to the right place as quickly as possible; and,

WHEREAS, the voters of this jurisdiction have approved fees to be assessed on landline, cell phones (and VoIP phones) in order to fund enhanced 9-1-1 services; and,

WHEREAS, the fee collection for landline telephone service has decreased dramatically due to consumers replacing landline services with wireless service in this area; and,

WHEREAS, the reduction in 9-1-1 fees have caused and will continue to cause difficulty in paying for equipment and services needed to locate callers in the event of an emergency; and,

WHEREAS, the existing law requires 9-1-1 fees first be remitted to the council of governments then distributed to the jurisdictions based on the subscriber's primary place, which makes it difficult to administer and impossible to audit; and,

WHEREAS, a more transparent and easily administered system is needed in order to provide accountability to the citizens, and to enhance collections from all wireless and VoIP companies; and,

WHEREAS, enhanced 9-1-1 services are not uniform across the state, despite the fact that 76 of 77 counties have assessed a wireless fee; and,

WHEREAS, our citizens travel across the state for work, sports and recreational opportunities so that it is necessary to assure that all areas of Oklahoma have high quality enhanced 9-1-1 services;

NOW THEREFORE BE IT RESOLVED that this Council supports HB 3126 as Introduced because it provides the accountability, state coordination and funding necessary for us to deliver high quality enhanced 9-1-1 services to our citizens; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to the House and Senate members of the Oklahoma legislature that represent our jurisdiction, the Speaker of the House of Representatives, the President pro Tem of the Senate, and the Governor.

ADOPTED this 16th day of February, 2016.

Jay Adams, Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA

2nd Session of the 55th Legislature (2016)

HOUSE BILL 3126

By: Cockroft

AS INTRODUCED

An Act relating to 9-1-1 emergency services; creating the Oklahoma 9-1-1 Management Authority Act; providing definitions; creating the Oklahoma 9-1-1 Management Authority; stating purpose of the Authority; establishing membership of the Authority; providing for vacancies; prohibiting compensation; providing for designation of a chair and meeting; making the Authority subject to certain acts; directing the Oklahoma Department of Emergency Management to provide certain support; providing for payments of certain expenses; making membership for certain members continuing; listing powers and duties of the Authority; imposing a telephone fee on certain devices, connections, services and transactions; prohibiting assessment of the fee on landline phone customers; providing for the replacement of certain fees with the telephone fee; requiring deposit of certain amount of the telephone fee in the Oklahoma 9-1-1 Management Authority Revolving Fund; specifying uses of the funds; requiring telephone fees to be paid to the Oklahoma Tax Commission; providing for retention of a certain percentage of the telephone fee for administrative costs; making certain subscribers liable for payment of the telephone fee; allowing certain billing; limiting obligations of certain providers to collect the telephone fee; requiring credit for partial payments; providing for the collection of the telephone fee as part of regular billing; providing for recovery of certain costs; directing certain providers to maintain records for certain period; authorizing annual audits; requiring certain providers to provide an annual census of subscribers; prohibiting the disclosure of certain proprietary information; providing for payment of certain transaction fees to

1 the Oklahoma Tax Commission in certain manner;
2 providing for retention of certain percentage of the
3 transaction fees for administrative costs; providing
4 for collection of the transaction fee from consumers;
5 making consumers liable for payment of the
6 transaction fee; making the seller liable for
7 remittance of the transaction fee; excluding
8 transaction fee when measuring certain taxes and
9 charges; requiring public agencies to use certain
10 funds for certain 9-1-1 emergency telephone services;
11 requiring deposit of fund into a separate 9-1-1
12 wireless telephone service account; requiring certain
13 public agencies to submit an improvement plan to the
14 Authority; providing for escrow of fees until a plan
15 is submitted; requiring public agencies to conduct
16 annual audits; providing for costs of the annual
17 audit; requiring public agencies to submit certain
18 reports and audits to the Authority; specifying power
19 of the Authority to approve or deny reports;
20 directing public agencies to meet at certain times
21 for certain purposes; making public agencies subject
22 to certain acts; creating the Oklahoma 9-1-1
23 Management Authority Revolving Fund; making the Fund
24 a continuing fund; stating source of monies;
appropriating funds; providing for expenditures for
certain purposes; requiring expenditures to be made
upon warrants; amending 63 O.S. 2011, Section 2819,
which relates to making a false 9-1-1 call; changing
references from nine-one-one to 9-1-1; updating
statutory citation; amending 63 O.S. 2011, Section
2849, which relates to the Regional Emergency Nine-
One-One Services Act; changing references from nine-
one-one to 9-1-1; changing certain dates; deleting
certain adoption requirements; changing definition;
requiring submission of the master plan to the
Authority; stating power of the Authority regarding
the plan; authorizing the Oklahoma Department of
Emergency Management to promulgate rules; repealing
63 O.S. 2011, Section 2821, which relates to the
nature of certain provisions of law; repealing 63
O.S. 2011, Sections 2841, 2842, 2843, 2843.1, 2843.2,
2844 and 2847, which relate to the Nine-One-One
Wireless Emergency Number Act; repealing 63 O.S.
2011, Sections 2851, 2852 and 2853, which relate to
the Nine-One-One Voice over Internet Protocol (VoIP)
Emergency Service Act; providing for codification;

1 providing for noncodification; providing for
2 recodification; and providing effective dates.

3
4 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

5 SECTION 1. NEW LAW A new section of law to be codified
6 in the Oklahoma Statutes as Section 2861 of Title 63, unless there
7 is created a duplication in numbering, reads as follows:

8 This act shall be known and may be cited as the "Oklahoma 9-1-1
9 Management Authority Act".

10 SECTION 2. NEW LAW A new section of law to be codified
11 in the Oklahoma Statutes as Section 2862 of Title 63, unless there
12 is created a duplication in numbering, reads as follows:

13 As used in the Oklahoma 9-1-1 Management Authority Act:

14 1. "Authority" means the Oklahoma 9-1-1 Management Authority
15 created in Section 3 of this act;

16 2. "Governing body" means the board of county commissioners of
17 a county, the city council or other governing body of a
18 municipality, or a combination of such boards, councils or other
19 municipal governing bodies including county or municipal beneficiary
20 public trusts, or other public trusts which shall have an
21 administering board. A governing body made up of two or more
22 governmental entities shall have a board consisting of not less than
23 three members and shall consist of at least one member representing
24 each governmental entity, appointed by the governing body of each

1 participating governmental entity, as set forth in the agreement
2 forming the board. The members of the board shall serve for terms
3 of not more than three (3) years as set forth in the agreement.
4 Members may be appointed to serve more than one term. The names of
5 the members of the governing body board and the appointing authority
6 of each member shall be maintained in the office of the county clerk
7 in the county or counties in which the system operates, along with
8 copies of the agreement forming the board and any amendments to that
9 agreement;

10 3. "Next Generation 9-1-1" or "NG9-1-1" means an:

11 a. IP-based system comprised of hardware, software, data,
12 and operational policies and procedures that:

- 13 (1) provides standardized interfaces from emergency
14 call and message services to support emergency
15 communications,
- 16 (2) processes all types of emergency calls, including
17 voice, text, data and multimedia information,
- 18 (3) acquires and integrates additional emergency call
19 data useful to call routing and handling,
- 20 (4) delivers the emergency calls, messages and data
21 to the appropriate public safety answering point
22 and other appropriate emergency entities,
- 23 (5) supports data or video communications needs for
24 coordinated incident response and management, and

(6) provides broadband service to public safety answering points or other first responder entities, or

b. IP-based system comprised of hardware, software, data and operational policies and procedures that conforms with subsequent amendments made to the definition of Next Generation 9-1-1 services in Public Law 112-96;

4. "9-1-1 emergency telephone service" means any telephone system whereby telephone subscribers may utilize a three-digit number (9-1-1) for reporting an emergency to the appropriate public agency providing law enforcement, fire, medical or other emergency services, including ancillary communications systems and personnel necessary to pass the reported emergency to the appropriate emergency service and which the wireless service provider is required to provide pursuant to the Federal Communications Commission Order 94-102 (961 Federal Register 40348);

5. "9-1-1 wireless telephone fee" means the fee imposed in Section 5 of this act to finance the installation and operation of emergency 9-1-1 services and any necessary equipment;

6. "Place of primary use" means the street address representative of where the use of the mobile telecommunications service of the customer primarily occurs, which shall be the residential street address or the primary business street address of the customer and shall be within the licensed service area of the

1 home service provider in accordance with ORS 68-55001 and the
2 federal Mobile Telecommunications Sourcing Act, P.L. No. 106-252,
3 codified at 4 U.S.C. 116-126;

4 7. "Prepaid wireless telecommunications service" means a
5 telecommunications wireless service that provides the right to
6 utilize mobile wireless service as well as other telecommunications
7 services including the download of digital products delivered
8 electronically, content and ancillary services, which are paid for
9 in advance and sold in predetermined units or dollars of which the
10 number declines with use in a known amount;

11 8. "Proprietary information" means wireless service provider or
12 VoIP service provider, subscriber, market share, cost and review
13 information;

14 9. "Public agency" means any city, town, county, municipal
15 corporation, public district, public trust, substate planning
16 district or public authority located within this state which
17 provides or has authority to provide firefighting, law enforcement,
18 ambulance, emergency medical or other emergency services;

19 10. "Public Safety Answering Point (PSAP)" means an entity
20 responsible for receiving 9-1-1 calls and processing those calls
21 according to specific operational policy;

22 11. "Wireless service provider" means a provider of commercial
23 mobile service under Section 332(d) of the Telecommunications Act of
24 1996, 47 U.S.C., Section 151 et seq., Federal Communications

Commission rules, and the Omnibus Budget Reconciliation Act of 1993, Pub. L. No. 103-66, and includes a provider of wireless two-way communication service, radio-telephone communications related to cellular telephone service, network radio access lines or the equivalent, and personal communication service. The term does not include a provider of:

- a. a service whose users do not have access to 9-1-1 service,
- b. a communication channel used only for data transmission, or
- c. a wireless roaming service or other nonlocal radio access line service;

12. "Wireless telecommunications connection" means the ten-digit access number assigned to a customer regardless of whether more than one such number is aggregated for the purpose of billing a service user; and

13. "Voice over Internet Protocol (VoIP) provider" means a provider of interconnected Voice over Internet Protocol service to end users in the state, including resellers.

SECTION 3. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 2863 of Title 63, unless there is created a duplication in numbering, reads as follows:

A. There is hereby created the Oklahoma 9-1-1 Management Authority which shall be the governing board overseeing the

1 development and regulation of 9-1-1 emergency systems in this state
2 and managing the distribution of all 9-1-1 telephone fees collected
3 pursuant to the provisions of Section 5 this act.

4 B. The Authority shall be composed of the following members:

5 1. The Oklahoma 9-1-1 Coordinator;

6 2. One member representing the Oklahoma Chapter of the
7 Association of Public Safety Communication Officials (APCO) to be
8 appointed by the President Pro Tempore of the Senate;

9 3. One member representing the Oklahoma Chapter of the National
10 Emergency Number Association (NENA) to be appointed by the Governor;

11 4. One member representing the Oklahoma Municipal League (OML)
12 to be appointed by the Speaker of the House of Representatives;

13 5. One member representing the Association of County
14 Commissioners of Oklahoma (ACCO) to be appointed by the Governor;

15 6. One member representing the Oklahoma Association of Regional
16 Councils (OARC) to be appointed by the President Pro Tempore of the
17 Senate;

18 7. The Chief Information Officer for the state, or designee;

19 8. One member representing a substate planning district to be
20 appointed by the Governor;

21 9. Two members each representing a municipal government
22 operating a 9-1-1 system and having a population of less than one
23 hundred thousand (100,000), one to be appointed by the Speaker of
24

1 the House of Representatives, and one to be appointed by the
2 Governor;

3 10. One member representing a municipal government operating a
4 9-1-1 system and having a population of more than one hundred
5 thousand (100,000) but less than four hundred fifty thousand
6 (450,000) to be appointed by the Governor;

7 11. One member representing a municipal government operating a
8 9-1-1 system and having a population of more than four hundred fifty
9 thousand (450,000) to be appointed by the Speaker of the House of
10 Representatives;

11 12. One member representing an organization created by an
12 interlocal agreement for the purpose of sharing public safety
13 answering-point duties and whose members are municipal governments
14 with a population of less than four hundred fifty thousand (450,000)
15 to be appointed by the Governor;

16 13. One member representing an organization created by an
17 interlocal agreement for the purpose of sharing public safety
18 answering-point duties and whose members are municipal governments
19 with a population of more than four hundred fifty thousand (450,000)
20 to be appointed by the President Pro Tempore of the Senate;

21 14. One member who is a 9-1-1 Coordinator for a county with a
22 population of less than twenty thousand (20,000) to be appointed by
23 the Speaker of the House of Representatives;
24

1 15. One member who is a 9-1-1 Coordinator for a county with a
2 population of more than twenty thousand (20,000) to be appointed by
3 the President Pro Tempore of the Senate;

4 16. One member who is a 9-1-1 Coordinator for a county to
5 appointed by the Governor;

6 17. One member representing a local exchange telecommunications
7 service provider which serves less than fifty thousand (50,000)
8 access lines in the state or a telephone cooperative to be appointed
9 by the President Pro Tempore of the Senate;

10 18. One member representing a local exchange telecommunications
11 service provider which services more than fifty thousand (50,000)
12 access lines in the state to be appointed by the Speaker of the
13 House of Representatives;

14 19. One member representing a Tier I wireless carrier, as
15 defined by the Federal Communications Commission, to be appointed by
16 the Speaker of the House of Representatives;

17 20. One member representing a Tier II wireless carrier, as
18 defined by the Federal Communications Commission, to be appointed by
19 the Speaker of the House of Representatives;

20 21. One member representing a Tier III wireless carrier, as
21 defined by the Federal Communications Commission, to be appointed by
22 the President Pro Tempore of the Senate;

23 22. One member representing the telephone industry to be
24 appointed by the President Pro Tempore of the Senate; and

1 23. The Oklahoma Secretary of Safety and Security or designee.

2 C. Members shall serve at the pleasure of their appointing
3 authority and vacancies shall be filled by the original appointing
4 authority.

5 D. Members shall receive no compensation for serving on the
6 Authority.

7 E. At its first meeting annually the Authority shall designate
8 a chair from its members. Meetings shall be held at the call of the
9 chair.

10 F. The Authority shall be subject to the Oklahoma Open Records
11 Act and the Oklahoma Open Meeting Act.

12 G. The Oklahoma Department of Emergency Management shall
13 provide legal, administrative, fiscal and staff support for the
14 Authority. Expenses related to the provision of such services may
15 be paid from funds available in the Oklahoma 9-1-1 Management
16 Authority Revolving Fund created in Section 9 of this act, upon
17 approval by a majority of the members of the Authority.

18 H. Members serving on the Statewide Nine-One-One Advisory Board
19 appointed pursuant to Section 2847 of Title 63 of the Oklahoma
20 Statutes on the effective date of this act shall continue serving as
21 members of the Oklahoma 9-1-1 Management Authority.

22 SECTION 4. NEW LAW A new section of law to be codified
23 in the Oklahoma Statutes as Section 2864 of Title 63, unless there
24 is created a duplication in numbering, reads as follows:

1 The powers and duties of the Oklahoma 9-1-1 Management Authority
2 created in Section 3 of this act shall be to:

3 1. Approve or disapprove the selection of the Oklahoma 9-1-1
4 Coordinator by majority vote of the members. The Authority shall
5 direct the Oklahoma 9-1-1 Coordinator to administer grants approved
6 by the Authority pursuant to this section and perform other duties
7 as it deems necessary to accomplish the requirements of the Oklahoma
8 9-1-1 Management Authority Act;

9 2. Prepare grant solicitations for funding for the purposes of
10 assisting public agencies with funding for consolidation of
11 facilities or services, deployment of Phase II technology or
12 successor technology, development of next-generation 9-1-1 regional
13 emergency service networks, and for other purposes it deems
14 appropriate and necessary;

15 3. Work in conjunction with the Oklahoma Department of
16 Emergency Management to create an annual budget for the Authority,
17 which shall be approved by majority vote of the members;

18 4. Direct the Oklahoma Tax Commission to escrow all or any
19 portion of funds collected pursuant to the Oklahoma 9-1-1
20 Management Authority Act attributable to a public agency, if the
21 public agency fails to:

22 a. submit or comply with master plans to deliver Phase II
23 9-1-1 services as required by this act and approved by
24 the Authority,

- 1 b. meet standards of the National Emergency Number
2 Association (NENA) or comply with an improvement plan
3 to meet such standards as directed by the Authority,
4 c. submit annual reports or audits as required by this
5 act, or
6 d. comply with the requirements of this act or procedures
7 established by the Authority;

8 5. Establish and submit to the Tax Commission annual population
9 figures, for the purpose of distributing fees collected pursuant to
10 Section 5 of this act, to be derived by dividing the population of
11 each public agency by the total population of the state using data
12 from the latest available Federal Decennial Census estimates as of
13 July 1 of each year;

14 6. Assist any public agency the Authority determines is
15 performing below standards of the National Emergency Number
16 Association (NENA) according to the improvement plan required by the
17 Oklahoma 9-1-1 Management Authority Act. The Authority shall
18 establish a time period for the public agency to come into
19 compliance after which the Authority may escrow funds as authorized
20 in this section. Improvement plans may include consideration and
21 recommendations for consolidation with other public agencies, and
22 sharing equipment and technology with other jurisdictions;

1 7. Require an annual report from public agencies regarding
2 operations and financing of the Public Safety Answering Point (PSAP)
3 and approve, modify or reject such reports;

4 8. Conduct and review audits and financial records of the
5 wireless service providers and review public agencies' audits and
6 financial records regarding the collection, remittance and
7 expenditures of 9-1-1 wireless telephone fees as required by the
8 Oklahoma 9-1-1 Management Authority Act;

9 9. Develop a plan to deploy Next Generation 9-1-1 services
10 statewide. The Authority may fund feasibility and implementation
11 studies it deems necessary to create the plan;

12 10. Facilitate information-sharing among public agencies;

13 11. Create and maintain best practices databases for PSAP
14 operations;

15 12. Encourage equipment- and technology-sharing among all
16 jurisdictions;

17 13. Develop training program standards for 9-1-1 call takers;

18 14. Mediate disputes between public agencies and other entities
19 involved in providing 9-1-1 emergency telephone services;

20 15. Provide a clearinghouse of contact information for
21 communications service companies and PSAPs operating in this state;

22 16. Make nonbinding recommendations for consolidation upon the
23 request of public agencies; and
24

1 17. Take any steps necessary to carry out the duties required
2 by the Oklahoma 9-1-1 Management Authority Act.

3 SECTION 5. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 2865 of Title 63, unless there
5 is created a duplication in numbering, reads as follows:

6 A. Beginning January 1, 2017, there is imposed a monthly 9-1-1
7 telephone fee of seventy-five cents (\$0.75) on each:

8 1. Wireless telephone connection and other communication device
9 or service connection with the ability to dial 9-1-1 for emergency
10 calls;

11 2. Services that are enabled by Voice over Internet Protocol
12 (VoIP) or Internet Protocol (IP) with the ability to dial 9-1-1 for
13 emergency calls; and

14 3. Prepaid wireless retail transaction occurring in this state.

15 B. The fees authorized by subsection A of this section shall
16 not be assessed on landline phone customers.

17 C. The seventy-five-cent monthly fees imposed in subsection A
18 of this section shall replace any 9-1-1 wireless telephone fees
19 previously adopted by any county pursuant to Section 2843.1 of Title
20 63 of the Oklahoma Statutes, or 9-1-1 VoIP emergency service fees
21 adopted by a governing body pursuant to Section 2853 of Title 63 of
22 the Oklahoma Statutes, or fees on prepaid wireless retail
23 transactions pursuant to Section 2843.2 of Title 63 of the Oklahoma
24

1 Statutes. Fees collected and transferred pursuant to those sections
2 shall remain in effect through December 31, 2016.

3 D. From each seventy-five-cent fee assessed and collected
4 pursuant to subsection A of this section, five cents (\$0.05) shall
5 be deposited into the Oklahoma 9-1-1 Management Authority Revolving
6 Fund created pursuant to Section 9 of this act. Funds accumulating
7 in this revolving fund shall be used to fund the salary of the
8 Oklahoma 9-1-1 Coordinator and any administrative staff, operations
9 of the Authority and any costs associated with the administration of
10 the Oklahoma 9-1-1 Management Authority Act within the Oklahoma
11 Department of Emergency Management, and for grants approved by the
12 Authority for purposes as authorized in this act.

13 SECTION 6. NEW LAW A new section of law to be codified
14 in the Oklahoma Statutes as Section 2866 of Title 63, unless there
15 is created a duplication in numbering, reads as follows:

16 A. 9-1-1 telephone fees authorized and collected by wireless
17 service providers and Voice over Internet Protocol (VoIP) providers,
18 pursuant to paragraphs 1 and 2 of subsection A of Section 5 of this
19 act from each of their end users residing in this state shall be
20 paid to the Oklahoma Tax Commission not later than thirty (30) days
21 after the last day of the month during which the fees were
22 collected.

23 B. From the total fees collected pursuant to paragraphs 1 and 2
24 of subsection A of Section 5 of this act, one percent (1%) shall be

1 retained by the wireless service provider or VoIP provider, and one
2 percent (1%) shall be retained by the Tax Commission as
3 reimbursement for the direct cost of administering the collection
4 and remittance of the fees.

5 C. Every billed service subscriber shall be liable for any 9-1-
6 1 wireless telephone fee imposed pursuant to the Oklahoma 9-1-1
7 Management Authority Act until the fee has been paid to the wireless
8 service provider.

9 D. Fees imposed pursuant to the Oklahoma 9-1-1 Management
10 Authority Act which are required to be collected by the wireless
11 service provider or VoIP provider may be added to and shall be
12 stated separately in any billings to the service subscriber.

13 E. The wireless service provider or VoIP provider shall have no
14 obligation to take any legal action to enforce the collection of any
15 9-1-1 wireless telephone fee imposed pursuant to the provisions of
16 the Oklahoma 9-1-1 Management Authority Act. Should any service
17 subscriber tender a payment insufficient to satisfy all charges,
18 tariffs, fees and taxes for wireless telephone or VoIP service, the
19 amount tendered shall be credited to the 9-1-1 wireless telephone
20 fee in the same manner as other taxes and fees.

21 F. Any 9-1-1 fee imposed pursuant to the provisions of the
22 Oklahoma 9-1-1 Management Authority Act shall be collected insofar
23 as practicable at the same time as, and along with, the charges for
24

1 wireless telephone or VoIP service in accordance with the regular
2 billing practice of the provider.

3 G. Nothing in the Oklahoma 9-1-1 Management Authority Act shall
4 be construed to limit the ability of a wireless service provider or
5 VoIP provider from recovering its costs associated with designing,
6 developing, deploying and maintaining enhanced 9-1-1 service
7 directly from the service subscribers of the provider, whether the
8 costs are itemized on the bill of the service subscriber as a
9 surcharge or by any other lawful means.

10 H. The wireless service provider or VoIP provider shall
11 maintain records of the amount of 9-1-1 telephone fees collected in
12 accordance with the provisions of the Oklahoma 9-1-1 Management
13 Authority Act for a period of three (3) years from the time the fee
14 is collected. The State Auditor and Inspector, the Oklahoma 9-1-1
15 Management Authority or any affected public agency may require an
16 annual audit of the books and records of the wireless service
17 provider or VoIP provider concerning the collection and remittance
18 of fees authorized by this act. Auditors shall have access to all
19 information used by the wireless service provider or VoIP provider
20 to calculate and remit the 9-1-1 telephone fee. Audit expenses
21 shall be reimbursable pursuant to procedures established by the
22 Oklahoma 9-1-1 Management Authority if the audit is approved by the
23 Authority.
24

1 I. The wireless service provider or VoIP provider shall provide
2 to the Oklahoma 9-1-1 Management Authority an annual census showing
3 the primary place of use of its subscribers located by county and
4 either a municipality or unincorporated area. The census shall
5 contain all subscribers as of December 31 of each year, and shall be
6 provided to the Authority no later than February 1 of each year.

7 J. All proprietary information provided by a wireless service
8 provider or VoIP provider to the Authority shall not be subject to
9 disclosure to the public or any other party.

10 SECTION 7. NEW LAW A new section of law to be codified
11 in the Oklahoma Statutes as Section 2867 of Title 63, unless there
12 is created a duplication in numbering, reads as follows:

13 A. Prepaid 9-1-1 wireless transaction fees authorized and
14 collected pursuant to paragraph 3 of subsection A of Section 5 of
15 this act from retailers shall be paid to the Oklahoma Tax Commission
16 under procedures established by the Tax Commission that
17 substantially coincide with the registration and payment procedures
18 that apply under the Oklahoma Sales Tax Code and as directed by the
19 Oklahoma 9-1-1 Management Authority. The audit and appeal
20 procedures, including limitations period, applicable to the Oklahoma
21 Sales Tax Code shall apply to prepaid 9-1-1 wireless telephone fees.

22 B. From the total fees collected pursuant to paragraph 3 of
23 subsection A of Section 5 of this act, three percent (3%) shall be
24 retained by the seller and one percent (1%) shall be retained by the

1 Tax Commission as reimbursement for the direct cost of administering
2 the collection and remittance of such fees.

3 C. The prepaid 9-1-1 wireless transaction fee shall be
4 collected by the retailer from the consumer for each retail
5 transaction occurring in this state. The amount of the prepaid 9-1-
6 1 wireless fee shall either be separately stated on the invoice,
7 receipt or similar document that is provided to the consumer by the
8 seller, or otherwise disclosed to the consumer.

9 D. The prepaid 9-1-1 wireless telephone fee is the liability of
10 the consumer and not of the seller or of any provider, except that
11 the seller shall be liable to remit all prepaid 9-1-1 wireless
12 telephone fees that the seller collects as provided in this section,
13 including all charges that the seller is deemed to collect where the
14 amount of the fee has not been separately stated on an invoice,
15 receipt or other similar document.

16 E. If the amount of the prepaid 9-1-1 wireless telephone fee is
17 separately stated on the invoice, receipt or similar document, the
18 prepaid 9-1-1 wireless telephone fee shall not be included in the
19 base for measuring any tax, fee, surcharge or other charge that is
20 imposed by the state, any political subdivision of this state or any
21 intergovernmental agency.

22 SECTION 8. NEW LAW A new section of law to be codified
23 in the Oklahoma Statutes as Section 2868 of Title 63, unless there
24 is created a duplication in numbering, reads as follows:

1 A. Public agencies recognized by the Oklahoma 9-1-1 Management
2 Authority and authorized to receive funds collected pursuant to the
3 provisions of this act shall use the funds only for services related
4 to 9-1-1 emergency telephone services, including automatic number
5 identification and automatic location information services unless
6 otherwise authorized and directed to do so by the Authority.

7 B. Money remitted to public agencies pursuant to the Oklahoma
8 9-1-1 Management Authority Act and any money otherwise collected by
9 any lawful means for purposes of providing 9-1-1 wireless telephone
10 services shall be deposited in a separate 9-1-1 wireless telephone
11 service account established by a public agency or its governing body
12 to carry out the requirements of this act. Monies remaining in such
13 accounts at the end of a fiscal year shall carryover to subsequent
14 years.

15 C. If the Oklahoma 9-1-1 Management Authority determines that
16 the public agency has failed to deploy Phase II service or has
17 failed to deliver service consistent with National Emergency Number
18 Association (NENA) standards, the public agency shall submit an
19 improvement plan within the time prescribed by the Authority. The
20 Authority may order the Oklahoma Tax Commission to escrow fees
21 attributable to public agencies who have not submitted plans or
22 complied with improvement plans.

23 D. A public agency shall be required to have conducted
24 separately or as a part of the annual audit required by law of the

1 municipality or county, an annual audit of any accounts established
2 or used for the operation of a 9-1-1 wireless telephone system. The
3 audit may be conducted by the State Auditor and Inspector at the
4 discretion of the public agency. The cost of the audit of the 9-1-1
5 wireless telephone system may be paid from and be considered a part
6 of the operating expenses of the 9-1-1 wireless telephone system.
7 Proprietary information of the wireless service providers shall be
8 confidential. Audit information pertaining to revenue collected or
9 disbursed may be released only in aggregate form so that no
10 provider-specific information may be extrapolated.

11 E. Public agencies shall be required to annually submit to the
12 Authority:

13 1. A report, on a form to be prescribed by the Authority,
14 covering the operation and financing of the public safety answering
15 point which shall include all sources of funding available to the
16 public agency for the 9-1-1 wireless telephone system; and

17 2. A copy of the most recent annual audit showing all expenses
18 of the public agency relating to the 9-1-1 wireless telephone
19 system.

20 F. The Authority shall have the power to review, approve,
21 submit for further information or deny approval of the annual report
22 of each public agency required pursuant to subsection E of this
23 section. Failure by a public agency to submit the report annually
24 or denial of a report may cause the Authority to order the Tax

1 Commission to escrow the 9-1-1 wireless telephone fees due to the
2 public agency until the public agency complies with the requirements
3 of the Oklahoma 9-1-1 Management Authority Act and the procedures
4 established by the Authority.

5 G. The governing body of the public agency shall meet at least
6 quarterly to oversee the operations of the 9-1-1 wireless telephone
7 system, review expenditures and annually set and approve an
8 operating budget, and take any other action as necessary for the
9 operation and management of the system.

10 H. Records and meetings of the public agency shall be subject
11 to the Oklahoma Open Records Act and the Oklahoma Open Meeting Act.

12 SECTION 9. NEW LAW A new section of law to be codified
13 in the Oklahoma Statutes as Section 2869 of Title 63, unless there
14 is created a duplication in numbering, reads as follows:

15 There is hereby created in the State Treasury a revolving fund
16 for the Oklahoma Department of Emergency Management to be designated
17 the "Oklahoma 9-1-1 Management Authority Revolving Fund". The fund
18 shall be a continuing fund, not subject to fiscal year limitations,
19 and shall consist of all monies received by the Oklahoma Tax
20 Commission from fees assessed on wireless phone customers designated
21 for support of 9-1-1 emergency services. All monies accruing to the
22 credit of the fund are hereby appropriated and may be budgeted and
23 expended by the Oklahoma Department of Emergency Management upon
24 approval by the Oklahoma 9-1-1 Management Authority for the purpose

1 of supporting the administration of the Authority and providing
2 grants to public agencies providing 9-1-1 services. Expenditures
3 from the fund shall be made upon warrants issued by the State
4 Treasurer against claims filed as prescribed by law with the
5 Director of the Office of Management and Enterprise Services for
6 approval and payment.

7 SECTION 10. AMENDATORY 63 O.S. 2011, Section 2819, is
8 amended to read as follows:

9 Section 2819. No person shall call the number ~~nine-one-one~~
10 ~~(911)~~ 9-1-1 for the purpose of making a knowingly false alarm or
11 complaint or reporting knowingly false information which could
12 result in the dispatch of emergency services from any public agency
13 as defined in Section ~~2813 of this title or Section 3~~ 2 of this act.
14 Nor shall any person call ~~nine-one-one~~ 9-1-1 for nonemergency or
15 personal use. Any person violating the provisions of this section,
16 upon conviction, shall be guilty of a misdemeanor punishable by a
17 fine of not to exceed Five Hundred Dollars (\$500.00) and by an
18 assessment for the resulting costs of any dispatching of emergency
19 personnel and equipment for each such offense.

20 SECTION 11. AMENDATORY 63 O.S. 2011, Section 2849, is
21 amended to read as follows:

22 Section 2849. A. This act shall be known and may be cited as
23 the "Regional Emergency ~~Nine-One-One~~ 9-1-1 Services Act".
24

1 B. It is the purpose of the Regional Emergency ~~Nine-One-One~~ 9-
2 1-1 Services Act to encourage formation of emergency communication
3 districts in order to provide efficient delivery of emergency ~~nine-~~
4 ~~one-one~~ ~~(911)~~ 9-1-1 service throughout the state.

5 C. This act shall not apply to any ~~nine-one-one~~ ~~(911)~~ 9-1-1
6 system or public agency participating in a ~~nine-one-one~~ ~~(911)~~ 9-1-1
7 system that was established prior to January 1, ~~2009~~ 2017, and that
8 had adopted ~~and begun implementation of a process to provide Phase I~~
9 ~~and Phase II~~ ~~nine-one-one~~ ~~(911)~~ 9-1-1 service by that date.

10 D. For the purposes of this section:

11 1. "District" means an emergency communication district;

12 2. "Emergency communication district" means a district formed
13 pursuant to this act to deliver emergency ~~nine-one-one~~ ~~(911)~~ 9-1-1
14 services on a regional basis;

15 3. "~~Nine-one-one~~ 9-1-1 system" means an entity that processes
16 emergency ~~nine-one-one~~ ~~(911)~~ 9-1-1 calls through a public safety
17 answering point;

18 4. "Participating public agency" means a public agency that is
19 included in a district;

20 5. "Principal municipality" means the municipality with the
21 largest population in a district; and

22 6. "Public agency" means ~~a municipality or county that~~ any
23 city, town, county, municipal corporation, public district, public
24 trust, substate planning district or public authority located within

1 this state which provides or has authority to provide ~~fire-fighting~~
2 firefighting, law enforcement, ambulance, emergency medical or other
3 emergency services; ~~provided, it does not mean any entity excluded~~
4 ~~from this act by the provisions of subsection C of this section.~~

5 E. On or before December 31, ~~2012~~ 2017, all public agencies in
6 this state shall form regional emergency communication districts for
7 the purpose of creating an area-wide emergency ~~nine-one-one (911)~~ 9-
8 1-1 system for their respective jurisdictions. The territory of the
9 district shall be coextensive with the territory of the regional
10 substate planning district unless a different territory is approved
11 by the Oklahoma 9-1-1 Management Authority. If a public agency is
12 situated in more than one such territory, it shall become part of
13 the district in which it is principally located. If, due to the
14 effect of subsection C of this section, the majority of the
15 participating public agencies located in the territory of a proposed
16 district determine that it would be in the best interests of their
17 citizens, they may request inclusion in an adjacent district.

18 F. The public agencies to be included in each district may form
19 the district by entering into local cooperative agreements which
20 shall establish a governance structure and provide for the joint
21 implementation, funding, operation, and management of the district.

22 G. If the public agencies in a region are unable to develop a
23 local cooperative agreement by December 31, ~~2012~~ 2017, they shall be
24 included in an emergency communication district that is governed by

1 a board of directors consisting of an appointee by each public
2 agency that was authorized by its voters to fund a ~~nine-one-one~~
3 ~~(911)~~ 9-1-1 system prior to the formation of the district, one
4 appointee elected by a majority of the remaining public agencies in
5 the district, and an additional appointee by the principal
6 municipality in the district who shall serve as chair of the board.

7 H. Unless otherwise provided by agreement, any participating
8 public agency that had been authorized by its voters to fund a ~~nine-~~
9 ~~one-one~~ ~~(911)~~ 9-1-1 system prior to the formation of the district
10 shall retain control of the property, operation, and funding of its
11 system; provided, however, the district may contract with such
12 participating public agency to include the agency's system in the
13 district's master implementation plan. To the extent practicable,
14 the district shall not duplicate the equipment or answering point
15 services already provided by a participating public agency. A user
16 of one or more communication services subject to the payment of fees
17 or taxes for an emergency ~~nine-one-one~~ ~~(911)~~ 9-1-1 system shall not
18 be charged for more than one such fee or tax for each service.

19 I. An emergency communication district shall have power to make
20 all contracts to carry out the purposes of ~~this act~~ the Regional
21 Emergency 9-1-1 Services Act, purchase and convey real property,
22 impose service fees authorized for public agencies for the provision
23 of ~~nine-one-one~~ ~~(911)~~ 9-1-1 service, appoint a manager of the
24

1 district, and adopt rules and policies for the operation of the
2 district.

3 J. Within one (1) year after the effective date of the
4 formation of the district, the board of directors shall prepare
5 submit its master plan to deliver Phase II emergency ~~nine-one-one~~
6 ~~(911) 9-1-1~~ service throughout its territory. ~~It shall periodically~~
7 ~~review and update its~~ to the Oklahoma 9-1-1 Management Authority for
8 approval. The Authority shall have the power to prescribe the terms
9 of the plan and to approve or disapprove the master plan.
10 Additionally, the Authority shall have the power to request the Tax
11 Commission escrow the wireless fees attributable to the public
12 agencies which have not submitted a master plan or which have not
13 complied with the terms of the master plan.

14 K. An emergency communication district shall operate on a
15 fiscal year beginning July 1. It shall adopt an annual budget and
16 cause to be prepared an independent financial audit annually. As
17 soon as practicable after the end of the fiscal year, the district
18 shall deliver to each participating public agency an annual report
19 showing in detail the operations of the district.

20 SECTION 12. NEW LAW A new section of law not to be
21 codified in the Oklahoma Statutes reads as follows:

22 The Oklahoma Department of Emergency Management may promulgate
23 any rules necessary to implement the provisions of the Oklahoma 9-1-
24 1 Management Authority Act.

1 SECTION 13. RECODIFICATION 63 O.S. 2011, Sections 2819
2 and 2849, as amended by Sections 10 and 11 of this act, shall be
3 recodified as Sections 2870 and 2871 of Title 63 of the Oklahoma
4 Statutes, unless there is created a duplication in numbering.

5 SECTION 14. REPEALER 63 O.S. 2011, Sections 2821, 2841,
6 2842, 2843, 2843.1, 2843.2, 2844, 2847, 2851, 2852 and 2853, are
7 hereby repealed.

8 SECTION 15. Sections 1 through 13 of this act shall become
9 effective November 1, 2016.

10 SECTION 16. Section 14 of this act shall become effective
11 January 1, 2017.

12
13 55-2-7714 KB 01/17/16
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City of Mustang
City Council
Agenda Item Commentary

1. **ITEM NO.** F-4
2. **MEETING DATE:** February 16, 2016
3. **TITLE:** Acceptance of National Recreation and Park Association's Active Living Every Day Grant.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Jean Heasley, Assistant Parks & Recreation Director
6. **BACKGROUND:**

The Parks and Recreation department has been selected as one of four grantees to receive the Active Living Every Day (ALED) Grant. We will receive a grant in the amount of \$8,000 to implement the ALED program.
7. **FINANCIAL IMPACT:** \$8,000.00
8. **STAFF COMMENTS:** Staff recommends approval
9. **STAFF SOURCE:** Jean Heasley, Assistant Parks and Recreation Director



National Recreation and Park Association

February 4, 2016

City of Mustang Parks and Recreation
1201 N. Mustang Road
Mustang, OK 73064
Attn: Ashley Wisner

The National Recreation and Park Association (NRPA) is pleased to inform you that the City of Mustang Parks and Recreation has been selected as one of 4 grantees to receive the Active Living Every Day (ALED) grant opportunity. You will receive a grant in the amount of \$8,000, disbursed in 2 payments. The first payment of \$4,000 will be received once this agreement has been signed and returned to NRPA. The final payment of \$4,000 will be sent upon notification to NRPA for the successful completion of the first ALED class session.

The grant period will commence upon execution of this agreement and end November 30, 2016.

This grant opportunity is the result of a partnership between NRPA, the National Association of Chronic Disease Directors (NACDD) and the Centers for Disease Control and Prevention (CDC) to pilot the ALED program in a local park and recreation setting.

Over the course of the grant period City of Mustang Parks and Recreation is expected to:

- Implement the ALED program at your local park and recreation agency engaging a total of at least 60 participants (recommended class size is up to 20 participants)
- Train at least two instructors in ALED through the online training course
- Allocate a portion of grant funds toward purchasing participant materials
- Implement a physical activity component in conjunction with each ALED session (e.g, host a walking club immediately following the ALED class, give ALED participants a pass to attend an existing class at your facility)
- Participate in conference calls, as requested
- Submit quarterly reports to include (a template will be furnished by NRPA):
 - Number of unique participants per class
 - Number of total participants
 - Collect participant data such as total minutes of physical activity and other quantitative data
 - Program description – dates, times, and frequency of the class
 - Instructor Information

Termination for Cause: Either party shall have the right to terminate this MOU for cause if the other party (i) materially breaches its obligations and agreements hereunder, or (ii) commits and/or demonstrates gross neglect in the conduct of its duties hereunder. In addition, NRPA retains the right to terminate this MOU, upon written notice, if it determines that continued affiliation with your agency is inconsistent with its mission and/or adversely affects its reputation. In order to terminate this MOU for cause, and as a condition to exercising such right to terminate for cause, a party shall give the other party thirty (30) days' prior written notice of such intention to terminate, specifying in detail the grounds or reasons for such termination for cause. Following any notice of termination for cause, the



National Recreation and Park Association

receiving party shall be permitted a reasonable opportunity to cure such claimed cause to the reasonable satisfaction of the other party.

Please acknowledge your agreement to the terms above by signing below. Upon receipt of this signed form, a check will be issued for your grant funds.

Name of Agency

Primary Point of Contact

Signature

Email for Primary Contact

Printed Name

Telephone for Primary Contact

EIN Number

Once signed, please scan and send to Colleen Pittard, Partnership Manager at cpittard@nrpa.org. Please do not hesitate to contact Colleen directly at 703.858.4741 should you have any questions.

Sincerely,

Rebecca Wickline

Rebecca Wickline
Vice President, Business Development

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: February 16, 2016

3. TITLE: Acceptance of Three Permanent Easements for Public Sewer Line for Hunters Springs Addition

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

5. INITIATOR: Community Development Department

COMMENTS & FACTS: When extending the public sewer line from Hunter's Hill 3 to Hunter's Springs Addition, the developers made an agreement with two homeowners and the Clear Springs Free Will Baptist Church to extend the sewer line along the fronts of their properties allowing them to tap into city sewer service for the first time.

The attached easements are provided to allow these three users to tie into this public sewer line. A licensed plumber will pull a permit to connect each house to the line, and a \$200 sewer connection fee will be paid for each connection.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: City staff recommends acceptance of the easements.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

PERMANENT EASEMENT

THIS EASEMENT is made this 21st day of January, 2018, by and between Clear Springs Free Will Baptist Church, Inc., hereinafter referred to as "Grantor", and the CITY OF MUSTANG, OKLAHOMA, a municipal corporation, hereinafter referred to as "Grantee".

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to said Grantor in hand paid, the receipt of which is hereby acknowledged, do by these presents grant and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement over and across the following described real estate and interests in real estate in Canadian County, State of Oklahoma (the "Property"), to-wit:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same for the purpose of constructing, installing, operating and maintaining a sewer system, manhole and other public utilities and appurtenances thereto, including, but not limited to, right of ingress and egress for such installation, construction and maintenance of said sewer line and manhole, or for such other purposes hereinabove set out, the easement granted herein being for the non-exclusive use and benefit of Grantee, public trusts of which Grantee is beneficiary, Grantee's agents, representatives, successors and assigns. Grantor hereby covenants that he is lawfully seized of an indefeasible estate in fee in the easement herein conveyed; that said Grantor has good right to convey the easement granted herein; that Grantor has the requisite power and authority to grant the easement herein conveyed and that said Grantor will warrant and defend the title to the Property unto said Grantee and unto its successors and assigns forever. Grantor, on its behalf and on behalf of his successors and assigns, covenants that any improvements or work performed in or on the Easement Area shall comply with Mustang ordinances, as in effect and amended from time to time.

This easement shall confer on the Grantee the right to sever and remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement that Grantee determines, in its sole discretion, interfere or may interfere with the sewer line or other public utilities or appurtenances operated by Grantee.

Should Grantee permanently abandon this easement, then said easement shall revert to the Grantor, his successors and assigns.

IN WITNESS WHEREOF, Grantor has executed the foregoing instrument on the day and year first above written.

(signatures appearing on following page)

Clear Springs Free Will Baptist Church, Inc.
1010 South Morgan Road
Mustang, Oklahoma 73064

by: James Harris, Pastor and President

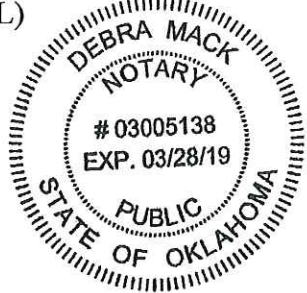
STATE OF OKLAHOMA)
) SS
COUNTY OF Oklahoma)

On this 21st day of January, 2015, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared **James Harris, Pastor and President** to me known to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes stated therein.

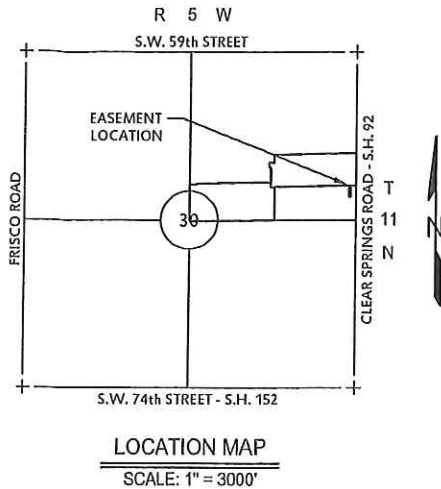
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public

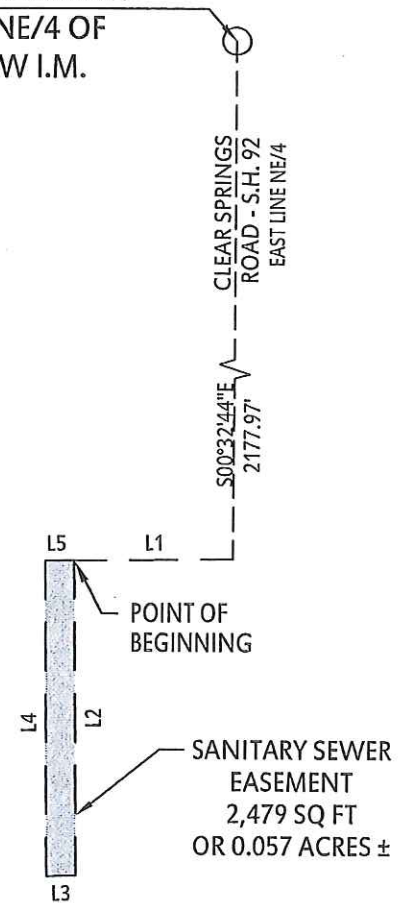
My Commission Expires: 03/28/19
Seal No. 03005138
(SEAL)



ATTACHMENT A



POINT OF COMMENCEMENT
NE CORNER OF NE/4 OF
SEC. 30 T11N R5W I.M.



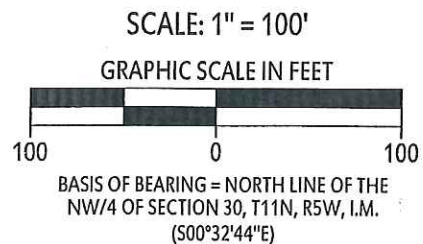
LEGAL DESCRIPTION

A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Thirty (30), Township Eleven (11) North, Range Five (5) West of the Indian Meridian (I.M.), in Mustang, Canadian County, Oklahoma; being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast Corner of said NE/4; thence
S 00° 32' 44" E along the East line of said NE/4 a distance of 2177.97 feet; thence
S 89° 27' 16" W a distance of 82.64 feet to the POINT OF BEGINNING; thence
S 00° 33' 39" E a distance of 165.30 feet; thence
S 88° 59' 21" W a distance of 15.00 feet; thence
N 00° 33' 39" W a distance of 165.30 feet; thence
N 88° 47' 17" E a distance of 15.00 feet to the POINT OF BEGINNING.

Said tract contains 2479.49 Square Feet or .057 Acres more or less.

Line Table		
Line #	Length	Direction
L1	82.64'	N89° 27' 16"E
L2	165.30'	S00° 33' 39"E
L3	15.00'	S88° 59' 21"W
L4	165.30'	N00° 33' 39"W
L5	15.00'	N88° 59' 26"E



JL Whitey
Jennifer L. Whitey, RPLS 1517
10/15/15
Date



15' SANITARY SEWER EASEMENT	
214 E. Main Oklahoma City, Oklahoma 73104 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com	SHEET NO.: 1 of 3 DATE: 10/9/15 PROJECT NO.: 14105900
CERTIFICATE OF AUTHORIZATION: CA 973 (PE/LS) EXPIRES 6/30/2016	

PERMANENT EASEMENT

THIS EASEMENT is made this 21st day of January, 2016 by and between Patricia Ann Green and Larry Gene Green, Wife and Husband, hereinafter referred to as "Grantor", and the CITY OF MUSTANG, OKLAHOMA, a municipal corporation, hereinafter referred to as "Grantee".

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to said Grantor in hand paid, the receipt of which is hereby acknowledged, do by these presents grant and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement over and across the following described real estate and interests in real estate in Canadian County, State of Oklahoma (the "Property"), to-wit:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same for the purpose of constructing, installing, operating and maintaining a sewer system, manhole and other public utilities and appurtenances thereto, including, but not limited to, right of ingress and egress for such installation, construction and maintenance of said sewer line and manhole, or for such other purposes hereinabove set out, the easement granted herein being for the non-exclusive use and benefit of Grantee, public trusts of which Grantee is beneficiary, Grantee's agents, representatives, successors and assigns. Grantor hereby covenants that he is lawfully seized of an indefeasible estate in fee in the easement herein conveyed; that said Grantor has good right to convey the easement granted herein; that Grantor has the requisite power and authority to grant the easement herein conveyed and that said Grantor will warrant and defend the title to the Property unto said Grantee and unto its successors and assigns forever. Grantor, on its behalf and on behalf of his successors and assigns, covenants that any improvements or work performed in or on the Easement Area shall comply with Mustang ordinances, as in effect and amended from time to time.

This easement shall confer on the Grantee the right to sever and remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement that Grantee determines, in its sole discretion, interfere or may interfere with the sewer line or other public utilities or appurtenances operated by Grantee.

Should Grantee permanently abandon this easement, then said easement shall revert to the Grantor, his successors and assigns.

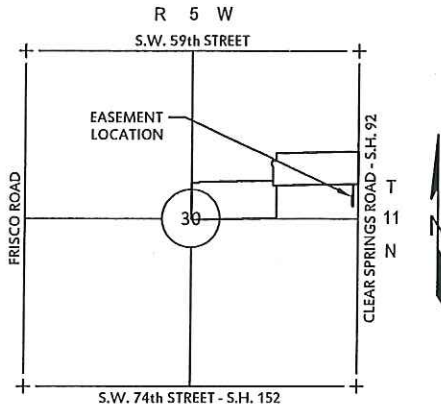
IN WITNESS WHEREOF, Grantor has executed the foregoing instrument on the day and year first above written.

(signatures appearing on following page)

ATTACHMENT B

POINT OF COMMENCEMENT

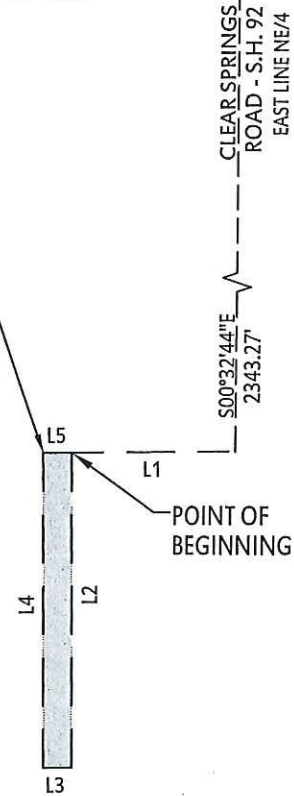
NE CORNER OF NE/4 OF
SEC. 30 T11N R5W I.M.



LOCATION MAP

SCALE: 1" = 3000'

SANITARY SEWER
EASEMENT
2,479 SQ FT
OR 0.057 ACRES ±



LEGAL DESCRIPTION

A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Thirty (30), Township Eleven (11) North, Range Five (5) West of the Indian Meridian (I.M.), in Mustang, Canadian County, Oklahoma; being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast Corner of said NE/4; thence
S 00° 32' 44" E along the East line of said NE/4 a distance of 2343.27 feet; thence
S 88° 47' 17" W a distance of 82.59 feet to the POINT OF BEGINNING; thence
S 00° 33' 39" E a distance of 165.30 feet; thence
S 88° 59' 21" W a distance of 15.00 feet; thence
N 00° 33' 39" W a distance of 165.30 feet; thence
N 88° 59' 21" E a distance of 15.00 feet to the POINT OF BEGINNING.

Said tract contains 2479.49 Square Feet or .057 Acres more or less.

Line Table

Line #	Length	Direction
L1	82.59'	S89° 27' 16"W
L2	165.30'	S00° 33' 39"E
L3	15.00'	S88° 59' 21"W
L4	165.30'	N00° 33' 39"W
L5	15.00'	N88° 59' 21"E

SCALE: 1" = 100'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = NORTH LINE OF THE
NW/4 OF SECTION 30, T11N, R5W, I.M.
(S00°32'44"E)

15' SANITARY SEWER EASEMENT

214 E. Main
Oklahoma City, Oklahoma 73104



Crafton Tull

architecture | engineering | surveying

405.787.6270 1 405.787.6276 1

www.craftontull.com

SHEET NO.: 2 of 3

DATE: 10/9/15

PROJECT NO.: 14105900

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2016



J. Whitey

Jennifer L. Whitey, RPLS 1517

10/15/15

Date

PERMANENT EASEMENT

THIS EASEMENT is made this 21st day of January, 2016, by and between Sandra LaNell Smith, Owner, hereinafter referred to as "Grantor", and the CITY OF MUSTANG, OKLAHOMA, a municipal corporation, hereinafter referred to as "Grantee".

WITNESSETH, that said Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to said Grantor in hand paid, the receipt of which is hereby acknowledged, do by these presents grant and convey unto the said Grantee, its successors and assigns, a permanent and perpetual easement over and across the following described real estate and interests in real estate in Canadian County, State of Oklahoma (the "Property"), to-wit:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same for the purpose of constructing, installing, operating and maintaining a sewer system, manhole and other public utilities and appurtenances thereto, including, but not limited to, right of ingress and egress for such installation, construction and maintenance of said sewer line and manhole, or for such other purposes hereinabove set out, the easement granted herein being for the non-exclusive use and benefit of Grantee, public trusts of which Grantee is beneficiary, Grantee's agents, representatives, successors and assigns. Grantor hereby covenants that he is lawfully seized of an indefeasible estate in fee in the easement herein conveyed; that said Grantor has good right to convey the easement granted herein; that Grantor has the requisite power and authority to grant the easement herein conveyed and that said Grantor will warrant and defend the title to the Property unto said Grantee and unto its successors and assigns forever. Grantor, on its behalf and on behalf of his successors and assigns, covenants that any improvements or work performed in or on the Easement Area shall comply with Mustang ordinances, as in effect and amended from time to time.

This easement shall confer on the Grantee the right to sever and remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement that Grantee determines, in its sole discretion, interfere or may interfere with the sewer line or other public utilities or appurtenances operated by Grantee.

Should Grantee permanently abandon this easement, then said easement shall revert to the Grantor, his successors and assigns.

IN WITNESS WHEREOF, Grantor has executed the foregoing instrument on the day and year first above written.

(signatures appearing on following page)

GRANTOR:

Sandra LaNell Smith, Owner

Address:

Sandra LaNell Smith
By: Sandra LaNell Smith, Owner

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

On this 21st day of January, 2016, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared **Sandra LaNell Smith, Owner** to me known to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes stated therein.

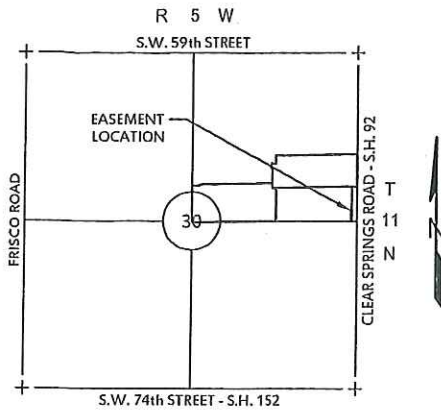
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Debra Mack
Notary Public

My Commission Expires: 03/28/19
Seal No. 03005138
(SEAL)



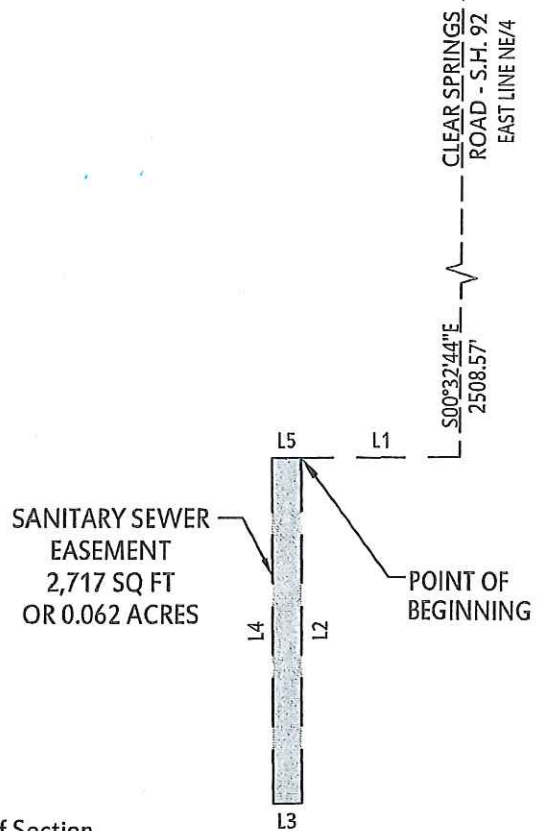
ATTACHMENT C



LOCATION MAP
SCALE: 1" = 3000'

POINT OF COMMENCEMENT

NE CORNER OF NE/4 OF
SEC. 30 T11N R5W I.M.



SANITARY SEWER
EASEMENT
2,717 SQ FT
OR 0.062 ACRES

POINT OF
BEGINNING

LEGAL DESCRIPTION

A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Thirty (30), Township Eleven (11) North, Range Five (5) West of the Indian Meridian (I.M.), in Mustang, Canadian County, Oklahoma; being more particularly described by metes and bounds as follows:

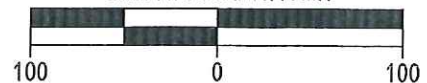
COMMENCING at the Northeast Corner of said NE/4; thence
S 00° 32' 44" E along the East line of said NE/4 a distance of 2508.57 feet; thence
S 88° 47' 17" W a distance of 82.55 feet to the POINT OF BEGINNING; thence
S 00° 33' 39" E a distance of 181.19 feet; thence
S 88° 59' 21" W a distance of 15.00 feet; thence
N 00° 33' 39" W a distance of 181.19 feet; thence
N 88° 59' 21" E a distance of 15.00 feet to the POINT OF BEGINNING.

Said tract contains 2717.90 Square Feet or, 0.062 Acres more or less.

Line Table		
Line #	Length	Direction
L1	82.55'	S89° 27' 16"W
L2	181.19'	S00° 33' 39"E
L3	15.00'	S88° 59' 21"W
L4	181.19'	N00° 33' 39"W
L5	15.00'	N88° 59' 21"E

SCALE: 1" = 100'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = NORTH LINE OF THE
NW/4 OF SECTION 30, T11N, R5W, I.M.
(S00°32'44"E)

JL Whitey
Jennifer L. Whitey, RPLS 1517
10/15/15
Date



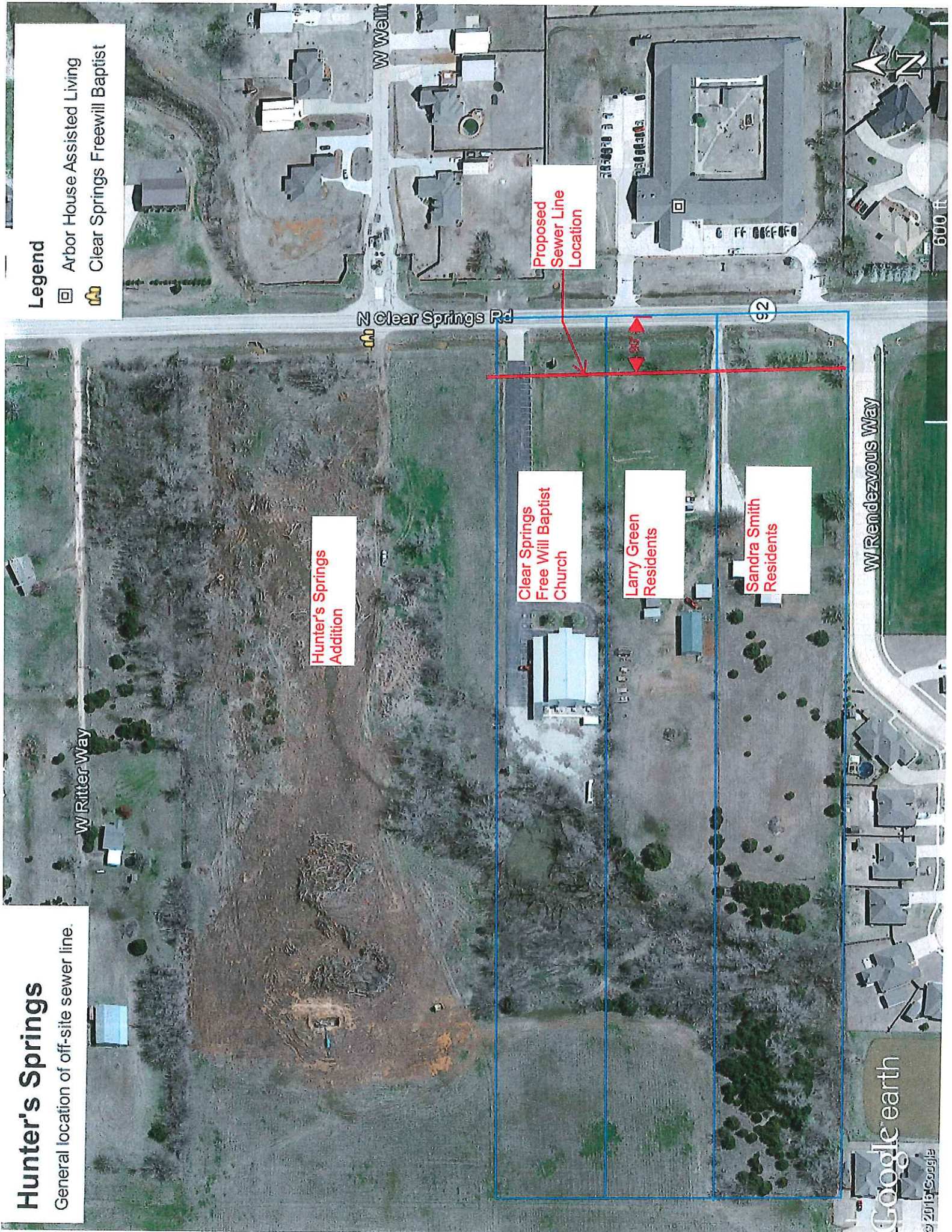
15' SANITARY SEWER EASEMENT	
214 E. Main Oklahoma City, Oklahoma 73104 Crafton Tull architecture engineering surveying 405.787.6270 f 405.787.6276 f www.craftontull.com	SHEET NO.: 3 of 3 DATE: 10/09/15 PROJECT NO.: 14105900
CERTIFICATE OF AUTHORIZATION: CA 973 (PEAS) EXPIRES 6/30/2016	

Hunter's Springs

General location of off-site sewer line.

Legend

-  Arbor House Assisted Living
-  Clear Springs Freewill Baptist



The City of Mustang

OFFICE OF THE MAYOR

A PROCLAMATION

WHEREAS, the Oklahoma City Chapter of the Association of Government Accountants (AGA) is a professional organization, part of the Association of Government Accountants which has a network of more than 14,000 members in 102 chapters in the United States and around the world and approximately 111 active members representing state, federal, municipal and private sector accountants, auditors, and financial managers in Oklahoma; and

WHEREAS, AGA Oklahoma City Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Oklahoma by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

NOW, THEREFORE, I, JAY ADAMS, Mayor of the City of Mustang, Oklahoma do hereby proclaim the month of March, 2016 as

CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Mustang to be affixed. Done at the City of Mustang, Oklahoma this 16th day of February in the year two thousand sixteen.

JAY ADAMS

LISA MARTIN
City Clerk



OKLAHOMA CITY CHAPTER

January 22, 2016

Jay Adams
Mayor City of Mustang
1501 N. Mustang Rd
Mustang, Ok 73064

Dear Mr. Adams:

The Oklahoma City Chapter of the Association of Government Accountants is asking that the City of Mustang issue a proclamation designating March 2016 as "Certified Government Financial Manager Month" for the State of Oklahoma.

The Certified Government Financial Manager (CGFM) certification is awarded by the Association of Government Accountants (AGA). AGA is a national professional association of more than 14,000 members who represent every level of government financial management. Since 1950, AGA has been dedicated to serving those who are faced with the challenge of using every government financial resource in the most effective manner possible and has been the vanguard organization addressing the issues and challenges facing government financial managers.

AGA's CGFM program was specifically designed to help meet the critical need for greatly increased emphasis on the professional qualifications and stature of government financial managers. This professional designation was created to recognize the unique skills and special knowledge required of professionals who specialize in government financial management. CGFM candidates must hold at least a bachelor's degree from an accredited college or university. In addition to passing three stringent examinations and meeting an experience requirement of professional-level work in government financial management, those awarded the designation agree to abide by AGA's strict Code of Ethics and complete at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

March 2015 was proclaimed CGFM month in Alabama, Arkansas, Delaware Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Nebraska, Nevada, New Mexico, New York, Ohio, Oklahoma, Oregon, Tennessee, West Virginia and Wisconsin. This year AGA chapters across the country are once again working to recognize this important designation and declare March 2016 "CGFM Month."

I am attaching a draft copy of the Proclamation. I will follow up with you in about a week. If you have any questions or need additional information in the meantime, please don't hesitate to contact me at 405-414-6770 or 405-522-6817.

Best regards,

A handwritten signature in black ink that reads "Chelley Hilmes". The script is cursive and fluid, with the first name "Chelley" and last name "Hilmes" clearly legible.

Chelley Hilmes, CPA CGFM
President Oklahoma City Chapter

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** H-1

2. **MEETING DATE:** February 16, 2016

3. **TITLE:** Acceptance of bids for project labeled Mustang Water Tower Improvements

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

5. **INITIATOR:** Justin Battles, Assistant City Manager

6. **BACKGROUND:** The City of Mustang and Cowan Group Engineering put out specifications for the Mustang Water Tower to be painted. The following bids were received.

Contractor:	Base Bid:	Alternate Deduct:
Classic Protective Coating	\$928,675	-\$10,500
Elite Towers Inc.	\$255,299	-\$17,669
Luckinbill	\$647,210	-\$39,150
Tankez Coatings, Inc.	\$344,300	-\$18,000
Utility Service Co., Inc.	\$458,300	-\$28,800

7. **FINANCIAL IMPACT:**

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

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



COWAN GROUP ENGINEERING, LLC
7100 N Classen, SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3361 F

Mustang Improvement Authority

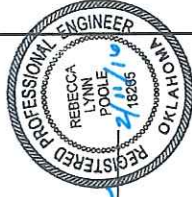
Mustang Tower Improvements

BID NO. MUS-WT15-003

DATE February 11, 2016



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



Rebecca Poole
Rebecca Poole, P.E.

BID: MUS-WT15-003

ITEM NUMBER	DESCRIPTION	QTY	UNIT	Classic Protective Coatings	Elite Towers, Inc.	Tankcoz Coatings, Inc.	Utility Service Co., Inc.
1	MOBILIZATION, BONDS AND INSURANCE	1	LS	\$ 48,400.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
2	SAND BLAST EXTERIOR	1	LS	\$ 297,150.00	\$ 55,000.00	\$ 95,000.00	\$ 200,000.00
3	PAINT EXTERIOR 3 COAT SYSTEM	1	LS	\$ 217,750.00	\$ 65,000.00	\$ 67,000.00	\$ 55,900.00
4	SAND BLAST INTERIOR	1	LS	\$ 205,900.00	\$ 10,001.00	\$ 76,000.00	\$ 100,000.00
5	PAINT INTERIOR 3 COAT SYSTEM	1	LS	\$ 147,225.00	\$ 43,799.00	\$ 73,000.00	\$ 70,000.00
6	PROVIDE AND INSTALL FLAPPER AND SCREEN ON OVERFLOW PIPE	1	LS	\$ 2,850.00	\$ 3,000.00	\$ 1,800.00	\$ 1,200.00
7	PROVIDE FALL PROTECTION SIGNAGE PER OSHA	1	LS	\$ 250.00	\$ 500.00	\$ 200.00	\$ 250.00
8	PROVIDE CONFINED SPACE ENTRY SIGN	1	LS	\$ 3,200.00	\$ 4,500.00	\$ 1,100.00	\$ 1,200.00
9	REMOVE AND SECURE CONDUIT ON ACCESS TUBE LADDER	1	LS	\$ 2,100.00	\$ 5,000.00	\$ 3,000.00	\$ 1,500.00
10	DISINFECTION AND TESTING	1	LS	\$ 2,800.00	\$ 5,000.00	\$ 3,500.00	\$ 4,000.00
11	LOGO (MUSTANG)	2	EA				
BASE BID TOTAL				\$ 328,675.00	\$ 212,300.00	\$ 344,300.00	\$ 458,300.00

Deduct Alternate

1	ALTERNATE EXTERIOR PAINT SYSTEM DEDUCT AS DESCRIBED IN SECTION 09 90 00 - PAINTING AND COATING	1	LS	\$ 10,500.00	\$ 17,669.00	\$ 18,000.00	\$ 28,800.00
DEDUCT TOTAL				\$ 10,500.00	\$ 17,669.00	\$ 18,000.00	\$ 28,800.00
TOTAL ALTERNATE BID				\$ 918,175.00	\$ 194,631.00	\$ 326,300.00	\$ 429,500.00

Low Bidder

Denotes Math Error

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-2

2. MEETING DATE: February 16, 2016

3. TITLE: Awarding bid for project labeled Mustang Water Tower Improvements.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: The City of Mustang and Cowan Group Engineering put out specifications for the Mustang Water Tower to be painted. The following bids were received.

Contractor:	Base Bid:	Alternate Deduct:
Classic Protective Coating	\$928,675	-\$10,500
Elite Towers Inc.	\$255,299	-\$17,669
Luckinbill	\$647,210	-\$39,150
Tankez Coatings, Inc.	\$344,300	-\$18,000
Utility Service Co., Inc.	\$458,300	-\$28,800

7. FINANCIAL IMPACT: Lowest qualified bid

8. STAFF'S COMMENTS: Staff recommends awarding bid to lowest qualified bidder. Letter from Cowan Group Engineering recommending awarding bid to lowest qualified bidder is included in the packet.

9. STAFF SOURCE: Justin Battles, Assistant City Manager



February 11, 2016

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

Reference: Mustang Tower Improvements
Engineer's Recommendation for Award
Bid Number: MUS-WT15-003

Dear Mr. Rooney:

Pursuant to the bid opening held on February 11, 2016, attached please find the bid tabulation for the subject project. The bid consisted of five (5) responsive bidders.

The apparent low bidder of \$255,299.00 for the subject project is Elite Towers, Inc. Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends Mustang Improvement Authority award the subject contract to the low bidder:

Elite Towers, Inc.

\$255,299.00.

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

Sincerely,

COWAN GROUP ENGINEERING, LLC

Rebecca Poole, P.E.
Project Manager

Xc: file

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. 14-3

2. MEETING DATE: FEBRUARY 16, 2016

3. TITLE: DISCUSSION, CONSIDERATION AND POSSIBLE ADOPTION OF ORDINANCE 1136 AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, (A) AMENDING CHAPTER 18, ARTICLE II, SECTION 18-31.A TO ADOPT THE INTERNATIONAL BUILDING CODE, IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (B) AMENDING CHAPTER 18, ARTICLE II, SECTION 18-32.A TO ADOPT THE INTERNATIONAL EXISTING BUILDING CODE, IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (C) AMENDING ARTICLE III, SECTION 18-61 TO ADOPT THE NATIONAL ELECTRICAL CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (D) AMENDING ARTICLE IV, SECTION 18-171 TO ADOPT THE INTERNATIONAL MECHANICAL CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (E) AMENDING ARTICLE V, SECTION 18-221 TO ADOPT THE INTERNATIONAL PLUMBING CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (F) AMENDING ARTICLE VII, SECTION 18-317 TO ADOPT THE INTERNATIONAL FUEL GAS CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (G) AMENDING CHAPTER 46, ARTICLE III, SECTION 46-61 TO ADOPT THE INTERNATIONAL FIRE CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; PROVIDING THAT EXISTING RIGHTS ARE UNIMPAIRED; ORDERING PUBLICATION; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

4. COUNCIL ACTION: APPROVE/REJECT

5. INITIATORS: Melissa Helsel; Community Development Director

6. BACKGROUND: In November of 2014, the City Council approved the adoption of the 2009 International Building Code, Existing Building Code, Fire Code, Residential Code, Mechanical Code, Fuel

Gas Code and Plumbing Code. They also adopted the 2011 National Electrical Code. This brought the City in line with the State of Oklahoma's Building Code Commission's adoptions.

In our current code of ordinances, the following is adopted:

- 2009 International Building Code
- 2009 International Existing Building Code
- 2009 International Fire Code
- 2009 International Fuel Gas Code
- 2011 National Electrical Code
- 2009 International One- and Two-Family Residential Code
- 2009 International Mechanical Code
- 2009 International Plumbing Code

The State of Oklahoma Building Code Commission has now adopted the 2015 IBC, EBC, IFC, IMC, IFGC and IPC. They have adopted the 2014 NEC. They have not yet adopted the 2015 IRC, but are expected to do so in November of 2016. This ordinance would bring our codes into alignment with the State's OUBCC.

This ordinance would go into effect on April 1, 2016. This gives us time to notify all contractors, purchase the new code books and software, and for our inspectors to familiarize themselves with all changes and state amendments.

This ordinance will also automatically update the city's building codes when the State OUBCC updates theirs, thereby removing the necessity of having to bring the update before the Council each time.

The Community Development Department currently conducts over 300 inspections each month. Many of these inspections are mandated by utility companies and title companies for release of service and closing on properties. The city building inspectors must have standards in place by which to assess the safety and soundness of the work they are inspecting. Insurance rates for the community are also based in-part on the building codes that are adopted by the city.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval of the ordinance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

ORDINANCE NO. 1136

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, (A) AMENDING CHAPTER 18, ARTICLE II, SECTION 18-31.A TO ADOPT THE INTERNATIONAL BUILDING CODE, IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (B) AMENDING CHAPTER 18, ARTICLE II, SECTION 18-32.A TO ADOPT THE INTERNATIONAL EXISTING BUILDING CODE, IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (C) AMENDING ARTICLE III, SECTION 18-61 TO ADOPT THE NATIONAL ELECTRICAL CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (D) AMENDING ARTICLE IV, SECTION 18-171 TO ADOPT THE INTERNATIONAL MECHANICAL CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (E) AMENDING ARTICLE V, SECTION 18-221 TO ADOPT THE INTERNATIONAL PLUMBING CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (F) AMENDING ARTICLE VII, SECTION 18-317 TO ADOPT THE INTERNATIONAL FUEL GAS CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; (G) AMENDING CHAPTER 46, ARTICLE III, SECTION 46-61 TO ADOPT THE INTERNATIONAL FIRE CODE IN THE VERSION AS CURRENTLY OR HEREINAFTER MAY BE ADOPTED AND AMENDED BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; PROVIDING THAT EXISTING RIGHTS ARE UNIMPAIRED; ORDERING PUBLICATION; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. ENACTMENT.

That Chapter 18, Article II, Sections 18-31.A and 18.32.A of the Code of Ordinances of the City of Mustang, are hereby amended in their entirety to read as follows:

Sec. 18-31.A. International Building Code adopted.

The International Building Code, as sponsored and published by the International Code Council (hereinafter, the "IBC"), in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the Building Code of the City of Mustang, State of Oklahoma, as governing law controlling all matters concerning the condition and maintenance of all property, buildings and structures, providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided, and providing for the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the IBC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Building Code of the City of Mustang effective from and after April 1, 2016.

Sec. 18-32A. International Existing Building Code adopted.

The International Existing Building Code, as sponsored and published by the International Code Council (hereinafter, the "IEBC"), in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the existing building code of the City of Mustang, State of Oklahoma, as governing law controlling all matters relating to the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided, and providing for the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the IBC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Building Code of the City of Mustang effective from and after April 1, 2016.

That Chapter 18, Article III, Section 18-61 of the Code of Ordinances of the City of Mustang, is hereby amended in its entirety to read as follows:

Sec. 18-61 National Electrical Code Adopted with amendments.

The International Electrical Code, as sponsored and published by the National Fire Protection Association (hereinafter, the "NEC"), excluding any informative annexes, in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the Electrical Code of the City of Mustang, State of Oklahoma, as governing law controlling all matters concerning electrical installations made, maintained and operated in the City of Mustang, as if fully set forth herein, including but not limited to the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the NEC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Electrical Code of the City of Mustang effective from and after April 1, 2016.

That Chapter 18, Article IV, Section 18-171 of the Code of Ordinances of the City of Mustang, is hereby amended in its entirety to read as follows:

Sec. 18-171. International Mechanical Code adopted

The International Mechanical Code, as sponsored and published by the International Code Council (hereinafter, the "IMC"), in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the Mechanical Code of the City of Mustang, State of Oklahoma, as governing law controlling all matters relating to the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided, and providing for the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the IMC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Mechanical Code of the City of Mustang effective from and after April 1, 2016.

That Chapter 18, Article V, Sections 18-221 of the Code of Ordinances of the City of Mustang, is hereby amended in its entirety to read as follows:

Sec. 18-221. International Plumbing Code adopted

The International Plumbing Code, as sponsored and published by the International Code Council (hereinafter, the "IPC"), in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the Plumbing Code of the City of Mustang, State of Oklahoma, as governing law controlling all matters concerning the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; and providing for the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the IMC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Plumbing Code of the City of Mustang effective from and after April 1, 2016.

That Chapter 18, Article VII, Sections 18-317 of the Code of Ordinances of the City of Mustang, is hereby amended in its entirety to read as follows:

Sec. 18-317. International Fuel Gas Code adopted

That International Fuel Gas Code, as sponsored and published by the International Code Council (hereinafter, the "IFGC"), without appendices, in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the Fuel Gas Code of the City of Mustang, State of Oklahoma, as governing law controlling all matters concerning fuel gas systems and gas-fired appliances within the City of Mustang, including but not limited to the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the IFGC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Fuel Gas Code of the City of Mustang effective from and after April 1, 2016.

That Chapter 46, Article III, Section 46-61 of the Code of Ordinances of the City of Mustang, is hereby amended in its entirety to read as follows:

Sec. 46-61. International Fire Code adopted

The International Fire Code, including commentaries and Appendix Chapters B and C (see International Fire Code Section 101.2.1), as sponsored and published by the International Code Council (hereinafter, the "IFC"), in the version as currently and may hereafter be adopted and amended by the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. §1000.23, is hereby adopted as the Fire Code of the City of Mustang, State of Oklahoma, as governing law controlling all matters relating to the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided, and providing for the issuance of permits and collection of fees therefor, except as to such portions as are specifically amended or deleted in this chapter. It is the intention of this Ordinance that subsequent editions of the IFC and any amendments thereto adopted by the Oklahoma Uniform Building Code Commission shall apply within the City of Mustang and constitute the Fire Code of the City of Mustang effective from and after April 1, 2016.

SECTION 2. EXISTING RIGHTS UNIMPAIRED.

Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 3. PUBLICATION ORDERED.

The City Clerk is hereby ordered and directed to cause this ordinance to be published in a newspaper of general circulation.

SECTION 4. REPEALER.

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

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Mustang City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 6. EMERGENCY.

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

PASSED AND APPROVED and Emergency Clause voted upon separately and passed and approved this _____ day of February, 2016.

Mayor Jay Adams

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form this _____ day of February, 2016.

Jonathan E. Miller, City Attorney

Adopted Building Codes

Code Adopted	Effective Date of Adoption	Modifications to the code
International Residential Code ®, 2009 Edition (IRC®, 2009)	July 15, 2011	Click Here for modifications to the code adopted by reference.
International Building Code ®, 2015 Edition (IBC®, 2015)	November 1, 2015	Click Here for modifications to the code adopted by reference.
International Existing Building Code®, 2015 Edition (IEBC®, 2015)	November 1, 2015	Click Here for modifications to the code adopted by reference.
International Fire Code ®, 2015 Edition (IFC®, 2015)	November 1, 2015	Click Here for modifications to the code adopted by reference.
International Fuel Gas Code ®, 2015 Edition (IFGC®, 2015)	November 1, 2015	Click Here for modifications to the code adopted by reference.
International Mechanical Code ®, 2015 Edition (IMC®, 2015)	November 1, 2015	Click Here for modifications to the code adopted by reference.
International Plumbing Code ®, 2015 Edition (IPC®, 2015)	November 1, 2015	Click Here for modifications to the code adopted by reference.
National Electrical Code ®, 2014 Edition (NEC®, 2014)	November 1, 2015	Click Here for modifications to the code adopted by reference.

Base model codes have been adopted by reference and amended at the state level.
Only the state amendments are available on this website for viewing and download.
For information about the base model codes, see the Resources page.

PLEASE NOTE: [Click Here](#) for a link to the Federal ADA Requirements



CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-4

2. MEETING DATE: February 16, 2016

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

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Chuck Foley, Chief of Police

6. BACKGROUND: The FY 15-16 City of Mustang Budget for police included funding in the amount of \$43,025.00 for the lease/purchase of three (3) police vehicles including necessary options and emergency equipment including installation to accompany those vehicles.

Recent research was performed by police staff to determine the best interest rate for a lease/purchase agreement for this FY. RCB Bank provided the FY 14-15 Municipal Lease/Purchase agreement for 1.60%, which was approved by Council. The rate quoted by RCB Bank for FY 16 is 1.75%; Bank of Vinita quoted 1.99% for FY 16. No banks were found in the City of Mustang that offered a municipal lease/purchase agreement that the compared to these rates.

Attached for your information and review, is a RCB Bank Municipal Lease/Purchase Agreement with attachments that upon approval by the City Council, would allow for the lease/purchase of three (3) Dodge Charger 4 door sedans with police package, including options plus added necessary emergency equipment and installation cost. All base vehicle and option pricing is in compliance with current Oklahoma State Purchasing Contract SW60035. The total first year municipal lease/purchase payment is below the \$43,025.00 budgeted for this fiscal year.

Staff recommends approval of this agreement.

7. FINANCIAL IMPACT: \$42,390.56 fiscal year 2016 (\$43,025.00 budgeted); remaining two years, 42,390.56 each year (\$127,171.68 total prin. + int.).

8. STAFF'S COMMENTS: Recommendation of Approval

9. STAFF SOURCE Chuck Foley, Chief of Police

10. ORDINANCE / RESOLUTION NO. N/A

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

LEASE #2561363

THIS AGREEMENT IS MADE ON THIS 1st DAY OF MARCH 1, 2016, BY AND BETWEEN CITY OF MUSTANG, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

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

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
Dodge	2015 Charger	VIN #2C3CDXAT4FH902064	1		\$ 23,837.00
Dodge	2015 Charger	VIN #2C3CDXAT9FH906871	1		\$ 23,837.00
Dodge	2016 Charger	VIN #2C3CDXAT5GH192075	1		\$ 23,837.00

Equipment package Exhibit "G" from Stolz Telecom quote # 1729	\$ 17,554.02
Equipment package Exhibit "G" from Stolz Telecom quote # 1729	\$ 17,554.02
Equipment package Exhibit "G" from Stolz Telecom quote # 1729	\$ 17,554.02
Plus Attorney review fee of \$175.00 and title fee of \$100.00	\$ 275.00

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

\$ 124,448.06

PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE. NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY. TO SECURE PAYMENT OF ALL LESSEE'S OBLIGATIONS UNDER THIS AGREEMENT, LESSEE HEREBY GRANTS TO LESSOR A SECURITY INTEREST CONSTITUTING A FIRST LIEN ON THE EQUIPMENT AND ON ALL ADDITIONS, ATTACHMENTS AND ACCESSIONS THERETO, SUBSTITUTIONS THEREFOR AND PROCEEDS THEREFROM. LESSEE AGREES TO EXECUTE SUCH ADDITIONAL DOCUMENTS, IN REASONABLE FORM SATISFACTORY TO LESSOR, WHICH LESSOR DEEMS NECESSARY OR APPROPRIATE TO ESTABLISH ITS SECURITY INTEREST IN THE EQUIPMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL OF ALL CALCULATED LEASE PAYMENTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT, PLUS 1.60% SIMPLE INTEREST ON THE UNPAID BALANCE AS OF EACH PAYMENT DATE AND ATTORNEY REVIEW FEE AND TITLES NOT TO EXCEED \$275.00.

II. LEASE TERM

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

III. OPTION TO RENEW

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

IV. TITLE TO EQUIPMENT

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

V. OPTION TO PURCHASE

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

VI. DELIVERY AND RETURN OF EQUIPMENT

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

VII. REPAIRS AND MAINTENANCE

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

VIII. TAXES

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

IX. INSURANCE

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

X. PATENTS

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

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

XI. FUNDING

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

XII. ASSIGNMENT

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

XIII. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

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

XIV. CHOICE OF LAW

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

XV. ADDITION PROVISION RELATED TO TAX-EXEMPTION:

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

THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE LESSEE; PROVIDED, DURING THIS TERMINATION NOTICE PERIOD LESSEE SHALL HAVE THE RIGHT TO PURCHASE THE EQUIPMENT UNDER THE LEASE FOR THE PURCHASE AMOUNT SHOWN DUE AS THE NEXT PAYMENT DUE DATE. LEASE.

CITY OF MUSTANG, OKLAHOMA

FOR THE LESSOR: RCB BANK

JASON K JOHNSON: _____

TITLE: VICE PRESIDENT

TEST: _____

EXHIBIT "A" FOR 120 B:

OPINION OF COUNSEL

To: RCB Bank, Ponca City, Oklahoma

As counsel for City of Mustang ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated March 1, 2016 by and between Lessee and RCB Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

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

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

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

Lessee has complied with applicable public bidding requirements.

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

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

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

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

Signature: _____
Printed Name: _____
Address: _____
Telephone: _____
Date: _____

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

**Dated: March 1, 2016 Between RCB BANK
As Lessor and City of Mustang, Oklahoma as Lessee.**

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

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

July 1 to June 30

Dated: _____

By: _____

Title: _____ of Lessee

EXHIBIT "C" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT
Dated February 16, 2016 between RCB Bank as Lessor and City of Mustang, Oklahoma as Lessee

RESOLUTION NO. 16-029

RESOLUTION OF GOVERNING BODY

WHEREAS, at a duly called meeting of the governing body of the City of Mustang (the "Lessee") held on February 16, 2016, the following Resolution was introduced and adopted:

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of three (3) Police units to include three, Dodge Chargers (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor and City of Mustang as Lessee (the "Agreement") according to the terms set forth in the State Bid Proposal from Bob Howard Dodge-Chrysler-Jeep, invoice numbers 2064, 6871, and 2075 dated 01/19/2016; and the Equipment will be used by Lessee for the purpose of:

City of Mustang Police Department Patrol Units

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

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

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

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

Name and Title of Persons to Execute and Attest Agreement:

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

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

Resolution No. 16-029

Page Two

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

This is to certify that the above and foregoing Resolution was duly **ADOPTED AND APPROVED** by the City Council and Mayor of the City of Mustang this 16th day of February, 2016.

Jay Adams
Mayor

Attest:

Lisa Martin
City Clerk

EXHIBIT "D" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT
Dated: March 1, 2016 between RCB BANK as Lessor and City of Mustang, Oklahoma as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

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

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2016/2017 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: _____

By: _____

Title: _____

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

RCB Bank

Ponca City, Oklahoma

Re: Equipment Lease-Purchase Agreement, dated March 1, 2016 (the "Agreement") between
RCB BANK ("Lessor") and City of Mustang ("Lessee")

Ladies and Gentlemen:

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

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

Acceptance Date: _____, 2016

Equipment Description: Two 2015 Dodge Chargers and One 2016 Dodge Charger purchased
from Bob Howard Dodge-Chry-Jeep and outfitting by Stolz Telecom LLC

By: _____

Title: _____

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

Dated: March 1, 2016 between RCB BANK as Lessor and City of Mustang
as Lessee.

STATEMENT OF ESSENTIAL USE

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

YES NO

1. We expect the equipment will be of essential use for the term of the lease.

☒ ☐

2. Does it replace equipment that performed this (these) same function(s)?

☒ ☐

3. Was this equipment chosen through competitive bidding?

☒ ☐

4. Which internal fund will be used to make the lease payments?

*Fund 39, Limited Purpose
Capital Fund
39-541-5973*

BY: _____

ATTEST: _____

City of Mustang

Compound Period : Annual

Nominal Annual Rate : 1.750 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	03/01/2016	124,173.06	1		
2 Attorney Opinion	03/01/2016	175.00	1		
3 Title Fee	03/01/2016	100.00	1		
4 Lease Payment	06/01/2016	42,390.56	3	Annual	06/01/2018

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease	Attorney Opinion	Title Fee	Lease Payment	Interest	Principal	Balance
Lease	03/01/2016	124,173.06						124,173.06
Attorney Opinion	03/01/2016		175.00			0.00	0.00	124,348.06
Title Fee	03/01/2016			100.00		0.00	0.00	124,448.06
1	06/01/2016				42,390.56	548.94	41,841.62	82,606.44
2016 Totals		124,173.06	175.00	100.00	42,390.56	548.94	41,841.62	
2	06/01/2017				42,390.56	1,445.61	40,944.95	41,661.49
2017 Totals		0.00	0.00	0.00	42,390.56	1,445.61	40,944.95	
3	06/01/2018				42,390.56	729.07	41,661.49	0.00
2018 Totals		0.00	0.00	0.00	42,390.56	729.07	41,661.49	
Grand Totals		124,173.06	175.00	100.00	127,171.68	2,723.62	124,448.06	

Chuck Foley

From: Ayers, Tom [tayers@BobHowardAuto.com]
Sent: Tuesday, January 19, 2016 12:33 PM
To: David M. Schaller
Cc: Chuck Foley
Subject: RE: City of Mustang

January 19, 2016

David;

The following is the description, pricing and the VIN's on the three units for City of Mustang.

2015 Dodge Charger Police Pursuit Sedan	VIN: 2C3CDXAT4FH902064
\$23,837.00	

2015 Dodge Charger Police Pursuit Sedan	VIN: 2C3CDXAT9FH9068071
\$23,837.00	

2016 Dodge Charger Police Pursuit Sedan	VIN: 2C3CDXAT5GH192075
\$23,837.00	

If you need any additional information please let me know and

Thank you,

Tom

Tom Ayers
Fleet Manager
Bob Howard Chrysler Jeep Dodge Ram
PO Box 14580
13250 N. Broadway Ext.
Oklahoma City, OK 73113-0580
Phone (Direct) 405-936-8814
Fax (Direct) 405.302.5877
Email: tayers@bobhowardauto.com

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 **02/02/16** MIA Minutes
- *2. Claims List for **FY '16**

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project Labeled Mustang Water Tower Improvements.
- *2. **Discussion, Consideration and Possible Action** regarding Awarding Bid for Project Labeled Mustang Water Tower Improvements.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
FEBRUARY 2, 2016**

The Mustang Improvement Authority met in regular session on Tuesday, February 2, 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, January 29, 2016, at 2:35 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Schweinberg called the meeting to order at **7:13 p.m.**

B. ROLL CALL

Trustees Present: Riley
Grider
Jones
Hagan
Schweinberg

Trustees Absent: Staples
Adams

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **01/19/16** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.

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

AYE: Riley, Grider, Jones, Hagan, Schweinberg

NAY: None

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

None

G. ADJOURNMENT

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

AYE: Riley, Grider, Jones, Hagan, Schweinberg

NAY: None

Meeting was adjourned at **7:14 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	2/2016	201602092580	183,953.75
16-1068	01-B0024	BANCFIRST	2014 B CAP. INT. PAYMENT	2/2016	201602092579	17,930.42
16-1402	01-B0120	BOND FUND	4TH PENNY TRANSFER	2/2016	201602092575	34,891.77
16-1286	01-C0006	COMPUTER SUPPLIES & SERVICE	UTILITY BILLS/CUTOFF NOTI	2/2016	23953	2,208.23
16-0030	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	2/2016	201602092574	230,000.00
16-1401	01-L0045	LIMITED PURPOSE FUND	3RD PENNY TRANSFER	2/2016	201602092576	83,807.19
16-0209	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEES	2/2016	201602092573	13,000.00
DEPARTMENT TOTAL:						565,791.36
DEPARTMENT: 72 WATER						
16-1413	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	2/2016	2249-	3,463.50
16-1432	01-C0135	CITY OF OKC UTILITIES	WATER PURCHASE	2/2016	201602112616	62,091.32
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERAT	ELECTRIC SERVICE	2/2016	201602092591	7,653.07
16-1370	01-00055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092594	11,248.96
16-1420	01-00055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602102608	148.03
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	2/2016	MTANG-0216-OP-1336	90,274.90
DEPARTMENT TOTAL:						174,879.78
DEPARTMENT: 75 SEWER						
16-1350	01-C0010	CKENERGY ELECTRIC COOPERAT	ELECTRIC SERVICE	2/2016	201602092585	404.00
16-1413	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	2/2016	2249-	11,999.00
16-1431	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS USAGE	2/2016	201602112615	553.73
16-0991	01-H0098	HCCCo., LLC	WWTP IMPROVEMENTS	2/2016	1	44,048.03
16-1374	01-00035	OKLAHOMA ELECTRIC COOPERAT	ELECTRIC SERVICE	2/2016	201602092591	1,067.00
16-1370	01-00055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092594	263.22
16-1375	01-00055	OG&E COMPANY	ELECTRIC SERVICE	2/2016	201602092596	39.96
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	2/2016	MTANG-0216-OP-1336	50,779.63
DEPARTMENT TOTAL:						109,154.57
DEPARTMENT: 78 SANITATION						
16-1273	01-S0085	SILVER STAR CONSTRUCTION	STORM DEBRIS REMOVAL	2/2016	23650	319,983.75
16-1410	01-S0085	SILVER STAR CONSTRUCTION	STORM DEBRIS REMOVAL	2/2016	23650A	831,258.94
DEPARTMENT TOTAL:						1,151,242.69
FUND TOTAL:						2,001,068.40

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
16-1365	01-Y0109	ALVIS J. YORK SR.	WELL 3 PUMP, METER & INST	2/2016	20720	18,344.05
16-1408	01-Y0109	ALVIS J. YORK SR.	REBUILD DISCHARGE PUMP	2/2016	20725	12,500.94
16-1424	01-Y0109	ALVIS J. YORK SR.	WWTP DE PUMP 2	2/2016	20727	30,276.00
DEPARTMENT TOTAL:						61,120.99
FUND TOTAL:						61,120.99
GRAND TOTAL:						2,658,064.48