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

DECEMBER 15, 2015
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION
Jim Harris, Pastor, Clear Springs Freewill Baptist Church

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

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

1. Approval of **12/01/15** City Council Minutes.
*2. Claims List for **FY'16**
3. Approval to **Deny Tort Claim** by Jason and Tammy Long, Date of Incident November 14, 2015, in the amount of $753.81.
4. Approval to Close All Parks and Recreation Facilities for **Annual Work and Maintenance Day** on Monday, January 4, 2016.

G. INFORMATION/REPORTS

1. City Manager
   Included in Agenda Packet

2. City Council

   a. Appointment of One (1) Member to the Mustang Board of Adjustment

   b. City Council Reports

H. DISCUSSION ITEMS

*1. **Discussion, Consideration and Possible Action** regarding Acceptance of the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year Ending June 30, 2015.

2. **Discussion, Consideration and Possible Action** regarding Approval to Grant Request to Pave and Obtain Access over City Property to Access 130 W. State Highway 152.

3. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1134** of the City of Mustang, Oklahoma, Amending the Municipal Code by Amending Chapter 114 by Amending Sections 114-171, 114-173, 14-152 and 114-154 to Change Reference to Chauffeur and Operator Driver's Licenses to Driver's Licenses of Appropriate Class and with any Necessary Endorsements; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-022** of the City Council of the City of Mustang, Oklahoma, Amending Resolution No. 13-051; Adding to the Minimum Fine Schedule for Violations of the City of Mustang Ordinances; Providing for an Effective Date; and Providing for Repealer.

5. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1135** of the City of Mustang, Oklahoma, Amending the Municipal Code by Amending Chapter 82 by (1) Amending Section 82-1 to Define Terms; (2) Adding New Section 82-6 to Create a No Knock List; (3) Amend Section 82-21 to Require Permit and Display of Permit; (4) Amending Section 82-22 to Establish Application Requirements and Clarify Existing Requirements; (5) Amending Section 82-23 to Clarify Reference and Establish Expiration Date of Bond; (6) Amending Section 82-25 to Clarify Terms; and (7) Amending Section 82-41 Prohibiting Solicitation in Certain Instances; Declaring Repealer; Providing for Severability; and Declaring an Emergency and Setting Effective Date.

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

*Items Considered Concurrently on the MIA Agenda.

MUSTANG CITY COUNCIL
DECEMBER 1, 2015

The Mustang City Council met in regular session on Tuesday, December 1, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, November 25, 2015, at 10:45 a.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 (Jim Harris, Pastor, Clear Springs Freewill Baptist Church)

Pastor Harris led the assembly in the Pledge and Invocation. He thanked the Council on behalf of the Ministerial Alliance for the opportunity to serve by leading the Pledge and invocation. He stated the Church was affected by the electricity outage and was not able to hold service last Sunday. He also asked the Council to let the churches know if there was anything they could do to help and make a difference in the community, to please be vocal and clear and let them know.

C. ROLL CALL

Councilmembers Present: **Riley**, **Staples**, **Grider**, **Jones**, **Hagan**, **Schweinberg**

Councilmembers Absent: **Adams**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Troy Schweinberg, 1329 S. Southersby Dr., addressed the Council regarding little league organizations, more specifically the Mustang Softball Association (MSA), and their fiscal reporting responsibility and accountability to the City. He stated he filed an open records request and found the MSA had not reported their financials as required in the bylaws stating he had spoken to ***Justin Battles, Assistant City Manager and Parks & Recreation Director***, who stated he had discussed with the City Attorney and the City did not have any recourse.

Vice Mayor Schweinberg recommended he contact the City Manager to discuss and then if not resolved, to request the item be placed on Work Session and possible City Council agenda in the future. Troy Schweinberg stated he had spoken to the Assistant City Manager and felt City Council would be the next step.

Other discussion included the terms of the Board Members as well as their annual meeting where new Board Members are appointed. **City Manager Rooney** read some of the MSA bylaws. He stated the City has encouraged them to hold an annual meeting each year even if none of the Board Members' terms were expiring. He also stated some of the accounting had been miscoded in the City's financial system and has now been corrected.

Councilwoman Staples and **Councilman Jones** requested this item be placed on the January Work Session agenda. **Vice Mayor Schweinberg** requested the City Attorney provide information regarding legal control the City may have on a volunteer association using City facilities and bring to the Work Session.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **11/17/15** City Council Minutes.
*2. Claims List for **FY'16**
*3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
*5. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and **Holidays** for the City of Mustang/MIA for the Year 2016.
6. Approval to **Deny Tort Claim** by Donita Vance, Date of Incident September 16, 2015, in the amount of $2,000.
*7. Approval of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/ Drainage for Hyde Park Addition.

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

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated the City's website has information regarding tree limb removal due to the ice storm and requested everyone to check it periodically for updates. He stated the City will be collecting debris; however, an exact date had not been set yet, but may begin December 28th in order to give people time to cut and stack the limbs by the curb. He reminded citizens, for their protection, if they are approached by tree trimming companies, to ask to see their license or permit.

Rooney stated debris could be hauled to the Public Works site, but must show proof of residency and the resident must be present stating there were no exceptions. He also stated the resident would not be able to access the tree debris once it was chipped as it would not be treated wood.

Rooney stated a meeting with FEMA was scheduled for tomorrow and hopefully, the City will qualify for FEMA assistance.

2. City Council

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

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

Councilman Jones stated he had met with Troy Schweinberg regarding the little leagues as well as numerous calls from people regarding the debris. He stated people were very good to help their neighbor and thanked the unknown person who drug trees out of his backyard.

Councilman Grider stated he had heard from a citizen that Mustang would not haul off debris from the curb for businesses and churches and he wanted to make certain people did know the City would also haul off this debris as well as from schools as long as the debris was stacked at the curb at the time of collection.

Councilwoman Staples asked if there was help for those residents not able to cut and stack the debris.

City Manager Rooney stated the City was putting a list together of those residents that call in asking for help and would be sending to local churches to see if they would be able to provide assistance.

Councilman Riley asked if the City had any warming stations or perhaps opens up Town Center for people without electricity.

City Manager Rooney stated the City has opened Town Center in the past when the electricity outage was City wide; however, by Saturday, three fourths of Mustang residents had electricity, so did not for this event. He stated Canadian County opened a warming station in El Reno, but the City would open Town Center if the electricity was to be out longer than 24 hours (if Town Center had electricity).

Vice Mayor Schweinberg stated he had also received calls regarding the limb debris and removal. He reminded everyone the Christmas tree lighting would be held on Monday, December 7th at 6:30 inviting everyone to come and enjoy.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Ordinance No. 1132 Relating to Cable Service and the City's Regulation Thereof, Amending Chapter 22, Article IV, and all of Divisions 1, 2 and 3 of the Mustang Municipal Code, and Declaring an Emergency.

   City Manager Rooney stated this item was carried over from the November 17, 2015, City Council meeting advising this Ordinance updates the City's current Ordinance regarding the regulation of cable service. He stated the next Ordinance was for the Cable Franchise Agreement and required a Public Hearing. **Rooney** stated Staff recommends approval.

MOTION was made by **Councilman Jones,** seconded by **Councilman Grider**, to Approve Ordinance No. 1132 Relating to Cable Service and the City's Regulation Thereof, Amending Chapter 22, Article IV, and all of Divisions 1, 2 and 3 of the Mustang Municipal Code.

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

MOTION was made by **Councilwoman Hagan,** seconded by **Councilwoman Staples,** to Declare an Emergency for Ordinance No. 1132 Relating to Cable Service and the City's Regulation Thereof, Amending Chapter 22, Article IV, and all of Divisions 1, 2 and 3 of the Mustang Municipal Code.

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

2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of Ordinance No. 1133, an Ordinance Enacting the "Cable Franchise Agreement" with COXCOM, LLC for a ten (10) year term with the conditions set forth therein, and Declaring an Emergency.

Vice Mayor Schweinberg opened the matter for Public Hearing.

There were no requests to speak.

MOTION was made by **Councilman Jones,** seconded by **Councilwoman Staples,** to close the Public Hearing.

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

MOTION was made by **Councilman Grider,** seconded by **Councilwoman Staples,** to Approve Ordinance No. 1133, an Ordinance Enacting the "Cable Franchise Agreement" with COXCOM, LLC for a ten (10) year term with the conditions set forth therein.

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

MOTION was made by **Vice Mayor Schweinberg,** seconded by **Councilwoman Hagan,** to Declare an Emergency for Ordinance No. 1133, an Ordinance Enacting the "Cable Franchise Agreement" with COXCOM, LLC for a ten (10) year term with the conditions set forth therein.

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

3. Discussion, Consideration and Possible Action regarding Approval of **Resolution No. 16-021** Designating Wreckers to be Used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when Requested by the City of Mustang.

   City Manager Rooney stated Mr. Winkelman contacted the City in August to be added to the City's wrecker rotation schedule. He stated prior to this request, there had not been a need for a rotation schedule as there was only one wrecker service in Mustang. He stated the Council approved Resolution 16-013 on September 1st stating it was based on State statute that stated for Cities with population under 50,000, wrecker services near or in city limits shall be considered as equal distance and included on the rotation schedule.

   Rooney stated this item was discussed again in Work Session as a result of concerns by Mr. Winkelman because of wrecker services outside of Mustang being included on the rotation schedule. He stated all four companies on the list were present and Staff recommended two lists be developed, one that included only the two wrecker services in Mustang and the other one would include those near Mustang, stating wrecker services on the first list would be contacted first and if neither were able to assist, then wrecker services on the second list would be contacted, all on a rotating basis. **Rooney** stated however, the driver could request a specific wrecker service if they would like.

   Rooney stated Staff was requested in the Work Session to define the term "near" and bring back to City Council stating he, ***Assistant City Manager Battles*** and ***Police Chief Foley*** met and the opinion was to define near using a 1 mile distance. He stated by using the 1 mile distance as the definition of "near", only the two wrecker services in Mustang would be listed on the rotation schedule stating however, this would not prohibit the Police Department from contacting a wrecker service outside of the 1 mile radius if needed nor would it prohibit a driver from choosing a particular wrecker service.

MOTION was made by **Councilman Jones,** seconded by **Councilwoman Staples**, to Approve **Resolution No. 16-021** Designating Wreckers to be Used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when Requested by the City of Mustang.

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

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

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

The meeting was adjourned at **7:28 p.m.**

____
Jay Adams, Mayor

Attest:

____
Lisa Martin, City Clerk

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
16-0025	01-B0130	CHRIS BOX	ALTERNATE JUDGE	12/2015	201512072235	400.00
16-0020	01-E0027	ANNE MARIE ELFRINK	AUDITING SERVICES	12/2015	151130	18,000.00
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY & MI	LEGAL SERVICES	12/2015	201512112270	7,560.77
					DEPARTMENT TOTAL:	25,960.77
DEPARTMENT: 11		CITY MANAGER				
16-0021	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	12/2015	76841	880.00
16-1090	01-B0186	JUSTIN BATTLES	MILEAGE REIMBURSEMENT	12/2015	201512092259	44.85
16-1105	01-B0202	BFAC, LLC	MOBILE APP. SOLUTION	12/2015	78145CDG	3,100.00
16-1028	01-D1082	DELTA DENTAL	RETIREE INSURANCE	12/2015	201512072228	333.20
16-1030	01-H1051	HEARTSTRINGS CARDS & DECOR	PLANT - FUNERAL	12/2015	1980	48.45
16-0112	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	12/2015	11590	36.00
16-1084	01-M0180	MUSTANG CHAMBER OF COMMER	BOWLING TEAM	12/2015	11654	250.00
16-0771	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	12/2015	MT96382	67.20
16-1001	01-R0156	THE RECOGNITION COMPANY	SERVICE AWARDS	12/2015	2015-559	351.76
16-1092	01-S0201	STRATEGIC GOV'T RESOURCES,	STRATEGIC GOV'T RESOURCES	12/2015	201512092263	249.00
16-1027	01-U0220	USAVISION GROUP ACCOUNTS	RETIREE INSURANCE	12/2015	201512072229	39.00
16-0017	01-W0001	WHEATLEY, SEGLER, OSBY & MI	LEGAL SERVICES	12/2015	201512112270	624.24
					DEPARTMENT TOTAL:	6,023.70
DEPARTMENT: 12		LIBRARY				
16-0094	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	12/2015	5013832871	139.40
16-0523	01-B1023	BAKER N TAYLOR	CHILDRENS MATERIALS	12/2015	5013832870	177.30
16-0092	01-M0263	MIDWEST TAPE, LLC	NONPRINT MATERIALS	12/2015	93452273	242.03
					DEPARTMENT TOTAL:	558.73
DEPARTMENT: 13		PARKS AND RECREATION				
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	12/2015	201512072234	87.00
16-0588	01-B1019	BEN E KEITH FOOD SERVICE	DRINKS FOR SENIOR CENTER	12/2015	62943337	113.47
16-0980	01-B1019	BEN E KEITH FOOD SERVICE	COFFEE FOR SR. CENTER	12/2015	62943337a	500.00
16-1015	01-B1026	B&C APPAREL	SHIRTS FOR BASKETBALL	12/2015	30459	1,206.00
16-1096	01-C0212	GERALD CHRISOPE	SANTA FOR TREE FEST	12/2015	201512092265	150.00
16-0880	01-D0081	DALLAS RICHARDSON	SOUND EQUIPMENT FOR EVENT	12/2015	3638	400.00
16-0617	01-F0078	FIRST CHOICE COFFEE	COFFEE FOR TOWN CENTER	12/2015	128573	63.65
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	3,858.13
16-1070	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072243	27.99
16-0890	01-P0071	LISA POWERS	FACE PAINTING	12/2015	201512082258	200.00
					DEPARTMENT TOTAL:	6,606.24

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	12/2015	201512072234	230.00
16-0019	01-F0078	FIRST CHOICE COFFEE	COFFEE SERVICE	12/2015	128572	138.45
16-0131	01-H0040	BILLY R HOWELL	PEST CONTROL	12/2015	201512082257	600.00
16-1034	01-O0014	OK MUNICIPAL ASSURANCE GROU	PUBLIC OFFICIAL BOND	12/2015	201512072248	598.75
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	569.87
16-0029	01-S0173	STANDLEY SYSTEMS	COPIER LEASE/USAGE	12/2015	549946	4,612.81
					DEPARTMENT TOTAL:	6,749.88
DEPARTMENT: 16		TRANSFERS				
16-1094	01-M0210	MUSTANG IMPROVEMENT	SALES TAX TRANSFER	12/2015	201512092264	411,640.91
16-0211	01-S0205	STREET IMPROVEMENT FUND	MONTHLY TRANSFER	12/2015	201512072233	26,000.00
					DEPARTMENT TOTAL:	437,640.91
DEPARTMENT: 18		TOWN CENTER				
16-0766	01-A0110	ALL SEASON BUILDING SUPPLY,	TOOLS & SUPPLIES	12/2015	44264	79.79
16-0882	01-A0122	ALLIANCE MAINTENANCE, INC	CLEANING OF TOWN CENTER	12/2015	76840	4,435.00
16-0664	01-M0128	MAC FIRE SYSTEMS, INC	BURGLAR ALARM SYSTEM	12/2015	103945A	600.00
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	6,379.64
16-0764	01-S1165	INTERLINE BRANDS, INC	SUPPLIES FOR T.C.	12/2015	352479620	269.20
					DEPARTMENT TOTAL:	11,763.63
DEPARTMENT: 19		BALL COMPLEX				
16-0114	01-A0110	ALL SEASON BUILDING SUPPLY,	ITEMS FOR SPORTS COMPLEX	12/2015	45607	221.42
16-1098	01-A0110	ALL SEASON BUILDING SUPPLY,	ITEMS FOR SPORTS COMPLEX	12/2015	49102	119.40
16-0749	01-A0131	JAMES HILLIS	PORT A POTTIES @ PARK	12/2015	14481	147.00
16-0831	01-B1019	BEN E KEITH FOOD SERVICE	FOOD & SUPPLIES FOR CONCE	12/2015	62943338	130.36
16-0387	01-B1026	B&C APPAREL	SHIRTS FOR LEAGUES	12/2015	30388	605.00
16-0279	01-E0016	ECKROAT SEED COMPANY	MARKING CHALK, FIELD DRY	12/2015	43922	167.00
16-0964	01-H4401	HUNTER PLUMBING	STUB PLUMBING FOR COMPLEX	12/2015	1255	380.00
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	575.93
16-1065	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072242	351.67
16-0740	01-S0258	SPRINKLER WORKS	REPAIR TO SPRINKLER SYSTE	12/2015	2972	1,163.41
16-1081	01-T0053	TIMOTHY N. TRAYLOR	SCHEDULING OF UMPIRES	12/2015	201512072219	90.00
16-1077	01-V0039	CYNTHIA VAUGHT	SCHEDULING OF UMPIRES	12/2015	201512072220	1,488.00
					DEPARTMENT TOTAL:	5,439.19

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	165.22
					DEPARTMENT TOTAL:	165.22
DEPARTMENT: 21		FINANCE				
16-1032	01-G0085	GOVT FINANCE OFFICER ASSN	GFOA MEMBERSHIP	12/2015	201512072238	190.00
					DEPARTMENT TOTAL:	190.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
16-0123	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	12/2015	r436267	13.00
16-0754	01-F0094	FUELMAN OF OKLAHOMA	BULK FUEL	12/2015	NP46123247	340.72
16-0122	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	12/2015	BOARD OF ADJ.	72.70
16-0928	01-O1075	OK UNIFORM BUILDING CODE CO	COLLECTION OF STATE FEES	12/2015	201512072247	396.00
16-0121	01-V0050	CELLCO PARTNERSHIP	CELL PHONE BILL	12/2015	9755995041A	230.26
16-0978	01-Y0040	YUKON TROPHY & AWARDS INC	NAME PLATE FOR MEMBERS	12/2015	1215143	13.00
					DEPARTMENT TOTAL:	1,065.68
DEPARTMENT: 41		POLICE				
16-0089	01-A0122	ALLIANCE MAINTENANCE, INC	DEPARTMENTAL CLEANING SER	12/2015	76842	1,295.00
16-1069	01-A0122	ALLIANCE MAINTENANCE, INC	CALL OUT FOR JAIL CLEANIN	12/2015	76606	150.00
16-0104	01-B0151	AUTO PLACE INC.	VEHICLE REPAIRS & PARTS	12/2015	7287	91.97
16-0886	01-B0156	BROWNELLS, INC	GUN PARTS & CLEANING SUPP	12/2015	11808819.01	337.99
16-0105	01-D0090	DEPT OF PUBLIC SAFETY	OLETS USER FEES	12/2015	04-1607742	350.00
16-0103	01-F0078	FIRST CHOICE COFFEE	COFFEE SERVICES	12/2015	128579	130.10
16-0247	01-I0126	COLOSSUS, INCORPORATED	MOBILE CLIENT & TECH. SER	12/2015	XT0000000285	1,850.00
16-0099	01-M0055	SANTIAGO BRENNANS MCDONALDS	PRISONER MEALS	12/2015	5020-5060	152.16
16-0100	01-M0286	JIMANI VENTURES, INC	OIL CHANGES	12/2015	236127	121.96
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	3,029.97
16-0907	01-T0029	THOMSON REUTERS - WEST	OK STATUTES SUPPLEMENTS	12/2015	832917297	143.52
16-0167	01-T1055	TOWN PLAZA CLEANERS	UNIFORM & JAIL CLEANING	12/2015	201512072255	452.50
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	12/2015	9755995041	769.11
					DEPARTMENT TOTAL:	8,874.28

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL CONTROL				
16-0179	01-L0096	WILLIAM A AND LAURA L RIDLE	LAUNDRY SERVICE FOR ACO	12/2015	7022	185.41
16-0182	01-M0236	MUSTANG VETERINARY HOSP	MO. VETERINARIAN CHARGES	12/2015	201512072239	70.00
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	12/2015	9755995041	32.05
					DEPARTMENT TOTAL:	287.46
DEPARTMENT: 51		FIRE				
16-1042	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING REPAIR & MAINT.	12/2015	50504	32.75
16-0903	01-A0194	AIRGAS, INC.	BATTERIES	12/2015	9045388701	96.32
16-1041	01-A0198	RE-MAN SHACK INC IV	4 BATTERIES FOR E-2	12/2015	25214	379.96
16-0542	01-C0065	CASCO INDUSTRIES, INCORPORA	BUNKER COAT, PANTS, BOOTS	12/2015	162762	340.00
16-0962	01-C0065	CASCO INDUSTRIES, INCORPORA	FIRE HOSE	12/2015	162601	1,186.00
16-0982	01-C0065	CASCO INDUSTRIES, INCORPORA	REPAIR BUNKER GEAR	12/2015	162943	245.00
16-0804	01-F0094	FUELMAN OF OKLAHOMA	FUEL FOR VEHICLES	12/2015	NP46123246	860.52
16-0504	01-N0137	NORTHERN SAFETY, CO	REPAIR SCBA'S	12/2015	901703691	206.00
16-0806	01-O0025	O'REILLY AUTOMOTIVE, INC	VEHICLE REPAIRS	12/2015	0309-489232	20.69
16-1044	01-O0025	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINT. & REPAIR	12/2015	0309-491459	46.59
16-1070	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072243	1,029.38
16-1020	01-P0055	PLUMBCO, INC	REPAIR GAS LEAK	12/2015	201512072249	610.00
16-1036	01-S0088	SPECIAL OPS UNIFORMS, INC	UNIFORM SUPPLIES/ALTERATI	12/2015	242200	139.99
16-1013	01-S0206	STOLZ TELECOM, LLC	RADIO REPAIR	12/2015	1510	135.00
					DEPARTMENT TOTAL:	5,328.20
DEPARTMENT: 61		STREETS				
16-1040	01-C0010	CADDO ELECTRIC CO-OP INC	ELECTRIC SERVICE	12/2015	201512072236	1,847.44
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072240	972.24
16-1070	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072243	12,836.61
16-1083	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072245	62.87
					DEPARTMENT TOTAL:	15,719.16
					FUND TOTAL:	532,373.05

FUND: 05 - PARK IMPROVEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-0109	01-R0031	JACK E. RAMEY	NEW PAVILION @ CENTENNIAL	12/2015	201512072250	3,400.00
16-0665	01-R0031	JACK E. RAMEY	(2) NEW PAVILIONS	12/2015	201512072251	14,000.00
16-1093	01-U0056	UNLIMITED PLAY, INCORPORATE	AGREEMENT FOR PLAYGROUND	12/2015	201512092262	15,000.00
					DEPARTMENT TOTAL:	32,400.00
					FUND TOTAL:	32,400.00

FUND: 07 - LIBRARY FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
16-0974	01-D0059	DELL	OPTIPLEX 3020 WORKSTATION	12/2015	XJTKJ2M29	3,750.00
16-1085	01-O0080	OKC ZOOLOGICAL TRUST	ZOO PROGRAM	12/2015	201512082256	200.00
16-0996	01-O0129	OVERDRIVE	SOFTWARE & PURCHASES	12/2015	H0031183	3,000.00
16-0709	01-S0010	SAM'S CLUB	BEVERAGES FOR RESALE	12/2015	201512072253	48.30
					DEPARTMENT TOTAL:	6,998.30
					FUND TOTAL:	6,998.30

FUND: 12 - 2012 GO BOND-TOWN CENTER SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		ADMINISTRATION				
16-0974	01-D0059	DELL	OPTIPLEX 3020 WORKSTATION	12/2015	XJTKJ2M29	2,500.00
16-0975	01-D0059	DELL	OPTIPLEX 3020 WORKSTATION	12/2015	XJTKJ2M37	900.00
16-0587	01-M0128	MAC FIRE SYSTEMS, INC	INSTALLATION OF FIRE/MONI	12/2015	103945	1,133.00
16-0664	01-M0128	MAC FIRE SYSTEMS, INC	BURGLAR ALARM SYSTEM	12/2015	103945A	600.00
16-0852	01-S0010	SAM'S CLUB	TABLES FOR EDUCATION ROOM	12/2015	201512072254	199.92
16-1097	01-S0261	SOLARIGHT LIGHTING, LLC	LED LIGHTS FOR PATHWAY	12/2015	49102	150.23
16-1014	01-S1002	STERLING J. BEECROFT, LLC	RUN POWER TO BOOK DROP	12/2015	3194	6,491.00
					DEPARTMENT TOTAL:	11,974.15
					FUND TOTAL:	11,974.15

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
16-1019	01-J0057	JOHN VANCE AUTO GROUP	2016 DODGE RAM TRUCK	12/2015	14703	30,092.75
					DEPARTMENT TOTAL:	30,092.75
DEPARTMENT: 41		POLICE				
16-0738	01-S0330	STREETS LLC MECHANICAL CONT	ADD HVAC TO SERVER ROOM	12/2015	47326	9,000.00
16-0737	01-S1002	STERLING J. BEECROFT, LLC	ELECTRICAL FOR HVAC	12/2015	3193-	957.00
					DEPARTMENT TOTAL:	9,957.00
DEPARTMENT: 51		FIRE				
16-0936	01-S0093	SMART TECHNOLOGIES INC	COMPUTER FOR SIREN WARNIN	12/2015	716779	956.55
					DEPARTMENT TOTAL:	956.55
					FUND TOTAL:	41,006.30

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-1054	01-C1180	COMMUNITY HOSPITAL	WORKERS COMP CLAIM	12/2015	201512072222	5,421.27
16-1053	01-H0150	HUMAN PERFORMANCE CENTER #7	WORKERS COMP CLAIM	12/2015	201512072223	105.23
16-1071	01-M0240	HEALTHSMART BENEFIT SOLUTIO	WORKERS COMP CLAIM	12/2015	201512072221	140.00
16-1051	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	12/2015	201512072224	62.89
16-1052	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	12/2015	201512072225	50.18
16-1055	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	12/2015	201512072226	269.63
					DEPARTMENT TOTAL:	6,049.20
					FUND TOTAL:	6,049.20
					GRAND TOTAL:	1,463,162.50

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-3

2. MEETING DATE: December 15, 2015

3. TITLE: Approval to deny Tort Claim by Jason & Tammy Long, date of incident November 14, 2015, in the amount of $753.81.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Lisa Martin, City Clerk

6. BACKGROUND:

   Claimant, Jason & Tammy Long, submitted this tort claim November 16, 2015, for damage to their vehicle tire stating when pulling into the soccer complex, they hit a pothole/missing pavement on the side of the road due to oncoming traffic that limited their space to drive. Claim was submitted to the Oklahoma Municipal Assurance Group (OMAG) who investigated the claim and recommended it be denied, stating they found no liability on the City's part regarding this incident. The claimant will have 180 days after notification of denial to file any lawsuit.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS: Recommend Approval

9. STAFF SOURCE: Timothy Rooney, City Manager

10. RESOLUTION / ORDINANCE NO.

Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

12/4/15

City of Mustang
Attn: Lisa Martin
1501 N. Mustang Road
Mustang, OK 73064

RE:	Member	:	City of Mustang
	Claimant	:	Tammy Long
	Date of Loss	:	11/14/2015
	Claim No.	:	201303-KW

Dear Ms. Martin:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Mustang that this claim be denied. We find no liability on the City's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Mustang. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 2/15/16, you must deny this claim in writing before 2/15/16. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial**. To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Kyle Waid

Kyle Waid
Claims Adjuster

Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

12/4/15

Jason Long & Tammy Long
2112 Timber Crossing
Yukon, OK 73099

RE:	Member	:	City of Mustang
	Claimant	:	Jason Long & Tammy Long
	Date of Loss	:	11/14/2015
	Claim No.	:	201303-KW

Dear Mr. & Mrs. Long:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Mustang, I am recommending denial of this claim and find no liability on the City's part for this claim.

A municipality may be liable only if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damage occurred.

The City of Mustang had no notice of this issue prior to your incident. Based on this information we are recommending denial of this claim to the City of Mustang.

Sincerely,

Kyle Waid

Kyle Waid
Claims Adjuster

6

cc: City of Mustang

Lisa Martin

From: Dale Simpson [redacted]
Sent: Tuesday, November 17, 2015 2:15 PM
To: Lisa Martin
Subject: RE: Fwd:

Lisa it is clearly beyond the yellow line and that makes it a shoulder issue I would think . We will fill it in within the next 30 min. the crew is out looking for holes right now I called and sent them there .

Dale

From: Lisa Martin [mailto:lmartin@cityofmustang.org]
Sent: Tuesday, November 17, 2015 2:05 PM
To: Dale Simpson
Subject: FW: Fwd:

Hi Dale,

Justin asked me to forward this to you to check. They stated they hit a pot hole on the road going to the soccer fields. If so, it will need to be patched

When you can, would you give me an update too regarding your opinion and let me know when it's patched.

Thanks,

Lisa Martin
City Clerk, City of Mustang
1501 N. Mustang Road
Mustang, OK 73064
(405) 376-7700
lmartin@cityofmustang.org

From: Lisa Martin
Sent: Tuesday, November 17, 2015 1:14 PM
To: Justin Battles
Subject: FW: Fwd:

This is a tort claim from Jason Long who stated when driving into the soccer complex, had to move to the right because of oncoming traffic and hit a pothole on the edge of the road. He says It bent his rim and ruined the tire. I was going to put you as the City contact if that's OK since the road is here around the City Hall/Town Center complex.

Oklahoma Municipal Assurance Group
3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

November 18, 2015

Jason & Tammy Long
2112 Timber Crossing
Yukon, OK 73099

Re:	Member	:	City of Mustang
	Claimant	:	Jason & Tammy Long
	Date of Loss	:	11/14/2015
	Claim Number	:	201303-KW

Dear Mr. & Mrs. Long,

This will acknowledge receipt of the above captioned claim. The undersigned will be directing the handling of this matter and will be in touch in the near future.

Sincerely,

Kyle Waid

Kyle Waid
Claims Examiner

KW/jp

cc: City of Mustang

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Mustang
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANCE NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statues Title 51, Section 151-172).

CLAIMANT(S) Jason and Tammy Long CLAIMANT(S) SOC [redacted] T)
ADDRESS 2112 Timber King CLAIMANT(S) DAT [redacted]
Yukon OK 73099 PHONE: HOME (405) 615-3931 BUS. (405) 297-3372

Continue on another sheet if needed for any information requested)

1. DATE AND TIME OF INCIDENT 11/14/15 11:10) a.m. ( ) p.m.
2. LOCATION OF INCIDENT Mustang Wildhorse Park Soccer Complex entrance
3. DESCRIBE INCIDENT
I pulled into complex and hit pothole/missing pavement on side of road due to oncoming traffic that limited my space to drive.
4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES__ NO X If yes, complete this section
Describe injury ________

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES___ NO___ If so, please give name, address and phone number of company

NAME OF DOCTOR OR HOSPITAL ________

ALL MEDICAL BILLS (attach Copies) $
LIST OTHER DAMAGES CLAIMED $
TOTAL BODILY INJURY.......... $

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.
VEHICLE NAME Ford Fusion BODY TYPE Sedan YEAR 2014
NOTE: **If damage is to a vehicle, a photocopy of your motor vehicle title is required.**
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS ________

PROPERTY DAMAGE (Attach repair bills or two estimates) $ 753.81
LIST OTHER DAMAGES CLAIMED $
TOTAL PROPERTY .... $ 753.81

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
Liberty Mutual		Ø	Ø

6. The names of any witnesses known to you.

Name Address Phone Number

Name Address Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.
TOTAL CLAIM .... $ 753.81

SIGNATURE(S) Tammy Long
DATE 11/16/15

11/06

CONTINUE ON THE BACK

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461; or in Edmond call 657-1400

This Notice of Tort Claim was received by Lisa Martin

(Title) City Clerk, on 11 - 17, 20 15

For further information on this claim contact Justin Battles

(Title) Asst. City Manager, by telephone at (405) 376 - 7746 or 376- 4521 x1221

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim, are attached:

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.			
2.			
3.			
4.			

Submitted by: Lisa Martin Date 11-17, 20 15

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013-5581
Fax (405) 657-1401

CERTIFICATE OF TITLE

STATE OF OKLAHOMA

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	TITLE NO.
[redacted]50143	2014	FORD	[redacted]

BODY TYPE	MODEL	DATE 1st SOLD	DATE ISSUED
4D	FTT	12/08/2014	01/09/2015

AGENT NO.	ODOMETER	TYPE OF TITLE
1430	5440 ACTUAL	ORIGINAL

DATE INS. LOSS OR SALVAGE

NAME AND ADDRESS OF VEHICLE OWNER

TAMMY OR JASON LONG
15605 SANDSTONE TER
OKLAHOMA CITY OK 73170-7606

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S):

01/09/2015 11:35 FORD MOTOR CREDIT CO

It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests.

CONTROL NO. 150091430A0122

40705789

(This is not a title number)

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

IF REGISTERED OWNER (SELLER) IS A LICENSED DEALER, PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE

ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: ____________)

I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): ____________

Purchaser(s) Complete Address: ____________

Actual Purchase Price of Vehicle: ____________

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

☐☐☐☐☐☐ (NO TENTHS)

☐ 1. The odometer has exceeded its mechanical limits.

☐ 2. The odometer reading is NOT the actual mileage. **Warning — Odometer Discrepancy**

Signature of Seller(s): ____________ **Printed Name of Seller(s):** ____________

Subscribed and Sworn to Before me this ________ Day of ____________, 20____

Notary Public: ____________ Commission Expiration: ____________

Notarization required only of seller's signature(s). Affix notary seal/stamp to the right.

Affix Notary Seal / Stamp Here

Signature of Buyer(s): ____________ **Printed Name of Buyer(s):** ____________

VOID IF ALTERED

Joe Cooper "Who loves ya Oklahoma!"

Ford YUKON, OKLAHOMA

1780 GARTH BROOKS BLVD. · YUKON, OK 73099
(405) 354-1111

(* in the Total Net column indicates a non-taxable item.)
IF PART MUST BE RETURNED FOR ANY REASON PLEASE PREPAY FREIGHT & ENCLOSE COPY OF INVOICE.

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

NOTICE: All Claims and Returned Goods Must Be Accompanied By This Bill.
All Mdse. Retd. After 10 Days Subject to 10% Handling Chg.
NO REFUNDS WITHOUT THIS INVOICE.
NO REFUNDS ALLOWED ON ELECTRICAL OR SPECIAL ORDER PARTS.
All merchandise has been inspected for damage prior to shipment.
ANY DAMAGE MUST BE INSPECTED BY YOUR AGENT FOR VISIBLE OR CONCEALED DAMAGE.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	
16 NOV 15		16 NOV 15		Q5474	16:45

QUOTE

SOLD TO: ACCOUNT NO. P496

CASH

SHIP TO: COMP CODE:

PAGE 1 OF 1

Q5474

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	2446	LISA SCHONES	CASH	YUKON OK

QUANTITY ORD.	SHIP	B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	DS7Z*1007*H	WHEEL	397.10	397.10	397.10
			CORE DEPOSIT			50.00	50.00
1	1	0	9002*1549059*0000	PRT*T235/4	280.00	280.00	280.00
1	1	0	T-WASTE-DISP	TIRE	3.50	3.50	3.50
			**** I N V O I C E Q U O T E - DO NOT PAY ****				

ALL CORES MUST BE RETURNED IN THEIR ORIGINAL PKG.ALL PARTS PAID WITH CASH AND NOT RETURNED THE SAME DAY WILL REQUIRE A CHECK TO BE MAILED TO THEM
THANK YOU FOR YOUR BUSINESS

PARTS	730.60
SUBLET	
FREIGHT	0.00
SALES TAX	62.83
TOTAL	$793.43

CUSTOMER'S SIGNATURE
X

THANK YOU!

CUSTOMER COPY

Your satisfaction is our #1 GOAL!

Reynolds Ford of OKC, Inc.

7320 N.W. Expressway * Oklahoma City, OK 73132

PHONES

PARTS STORE (405) 720-3640
DEALERSHIP (405) 728-2411
FAX # (405) 728-8984
1-877-728-2411

Q21974

PARTS STORE HOURS

MONDAY thru FRIDAY
7:00 a.m. - 6:00 p.m.
SATURDAY
8:00 a.m. - 4:00 p.m.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
16 NOV 15		16 NOV 15		Q21974

**** INVOICE QUOTE - DO NOT PAY ****

PAGE 1 OF 1

SOLD TO: ACCOUNT NO. 901
JASON LONG

SHIP TO:

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	3556			OKLAHOMA CITY, O 11:09

ORD.	SHIP	B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	SNS	9002*1549059*0000	235/40R19	280.00	280.00	280.00
1	1	SNS	DS7Z*1007*H	WHEEL ASY	397.10	397.10	397.10
			FREIGHT 20.00				
			**** INVOICE QUOTE - DO NOT PAY ****				

PARTS	54200	677.10
SUBLET		
FREIGHT	76710	20.00
SALES TAX		56.71
	10050	
TOTAL		$753.81

CUSTOMER'S SIGNATURE
X

CONDITIONS

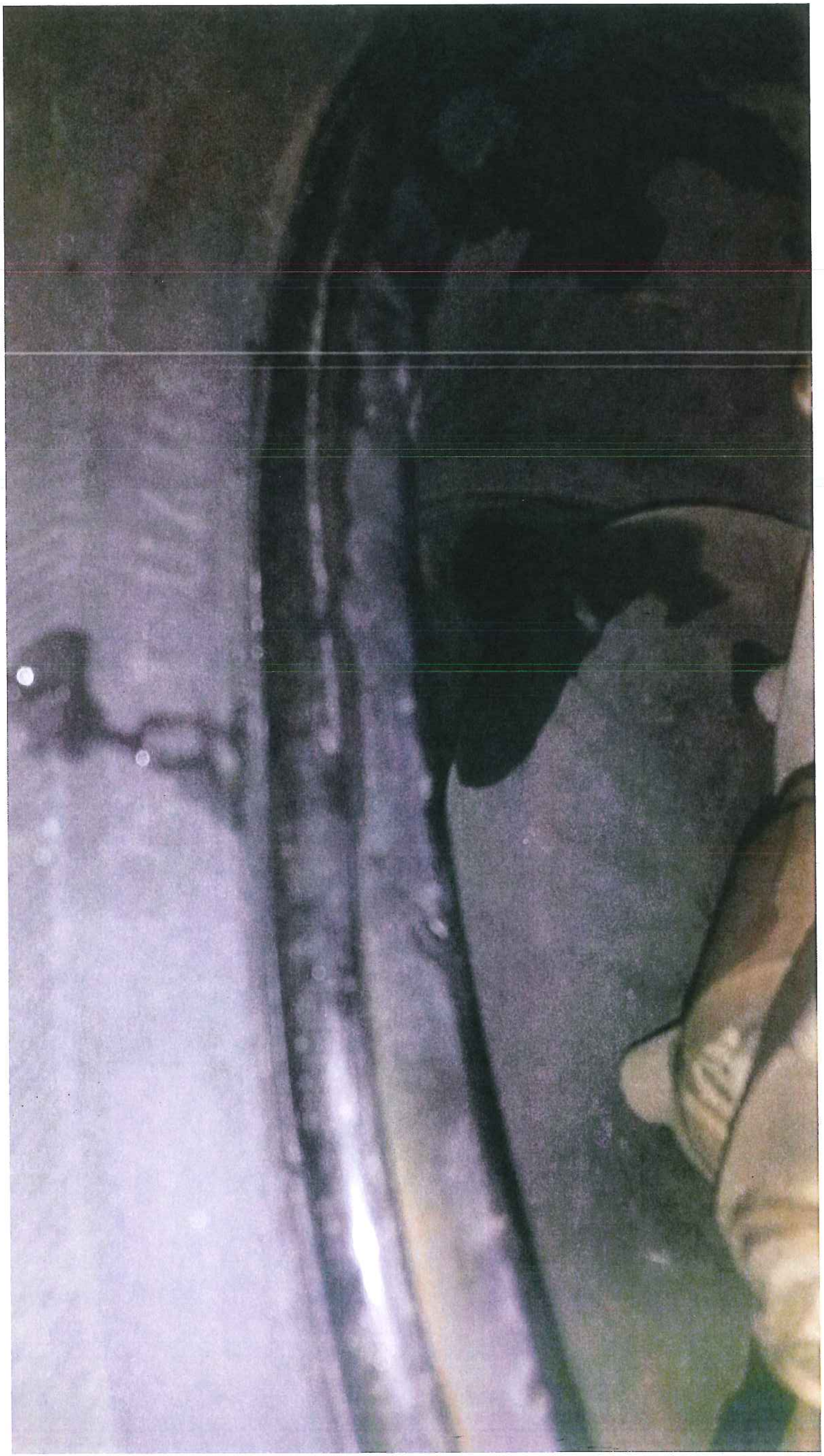
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER ITEMS. A RESTOCKING CHARGE WILL BE APPLIED ON ALL MERCHANDISE RETURNED FOR CREDIT. NO RETURNS AFTER 30 DAYS.

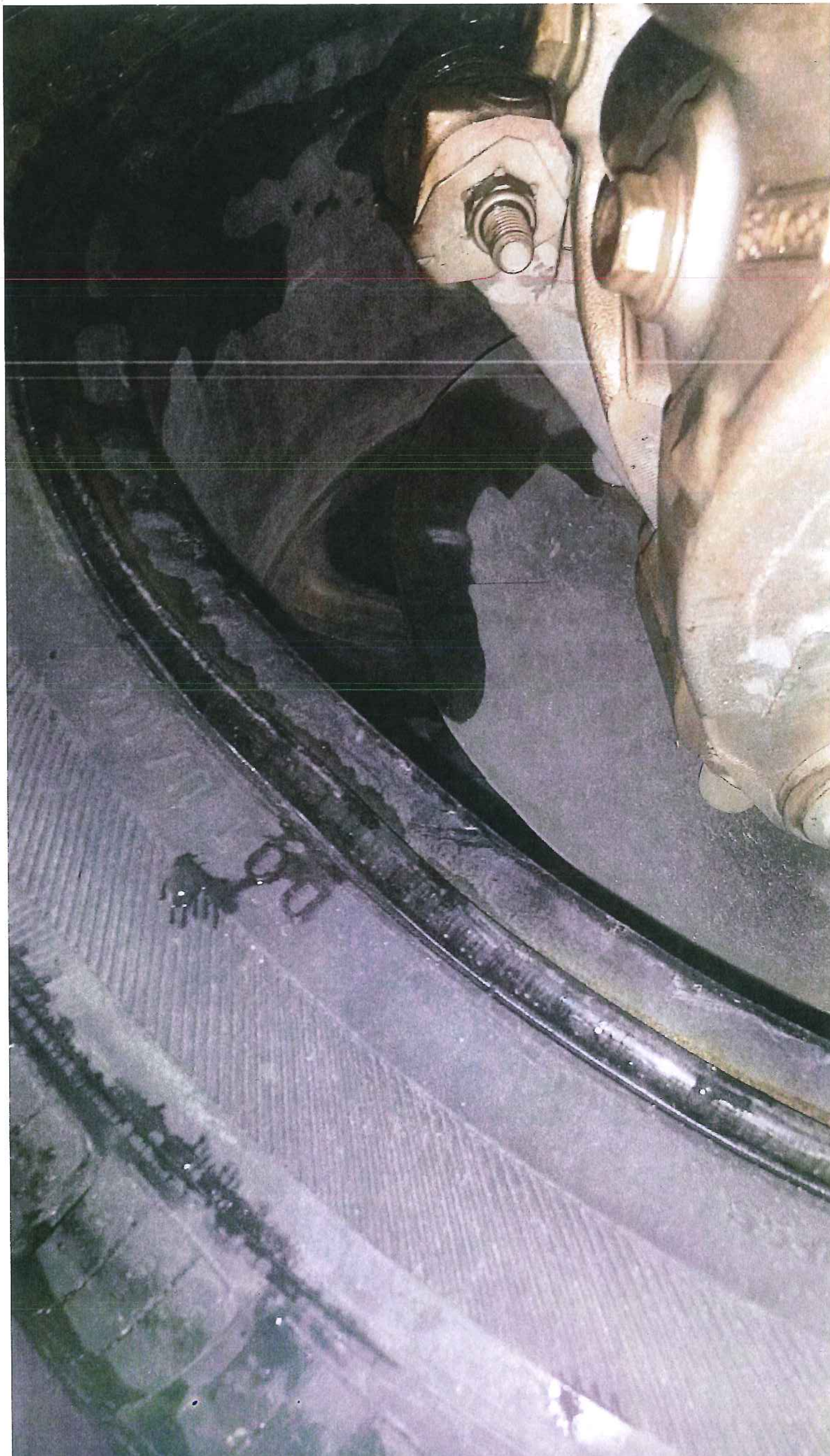
x1pi1.100_1

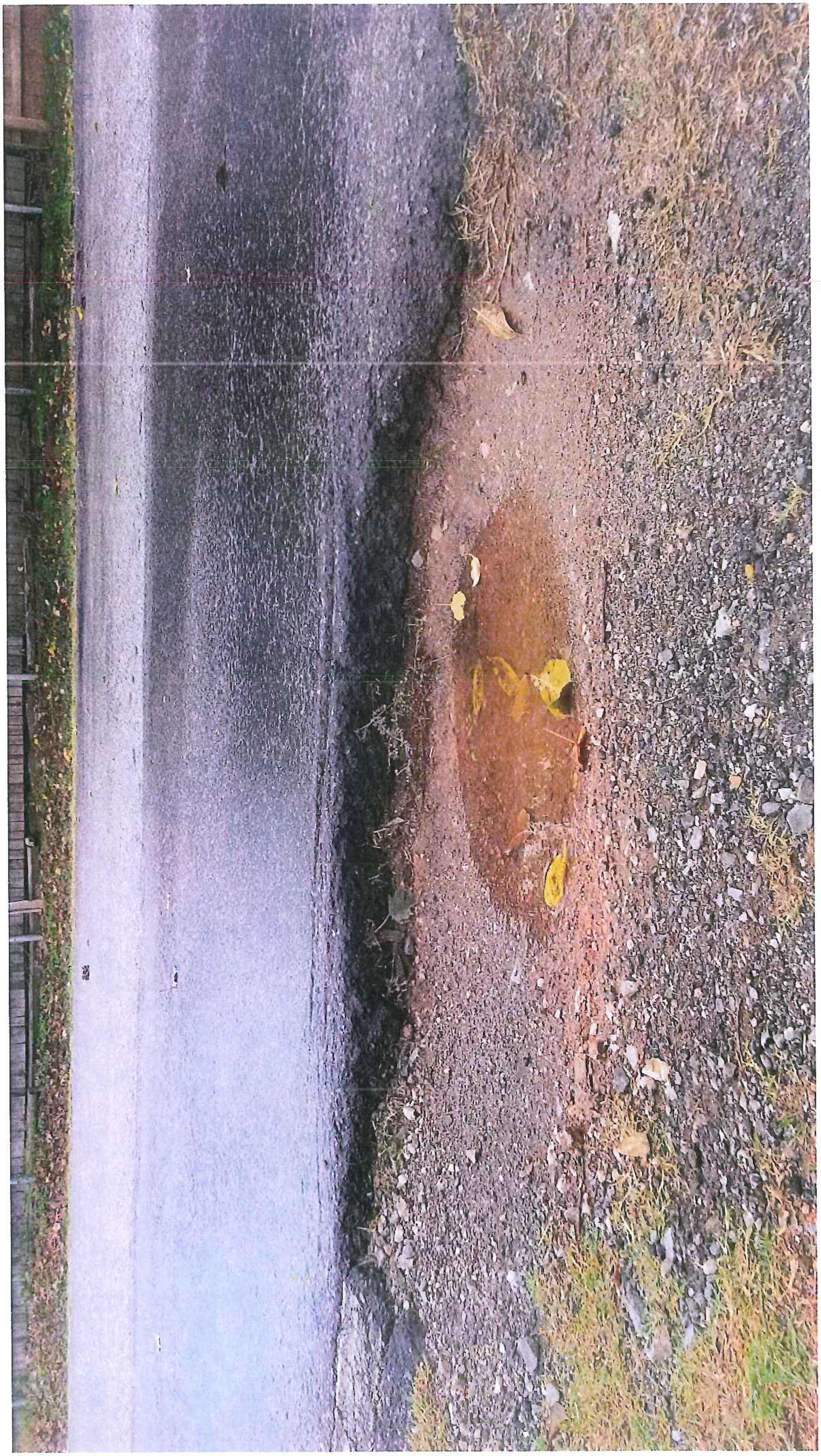
DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitations contained herein dose not apply where prohibited by law.

CUSTOMER







City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-4

2. MEETING DATE: December 15,2015

3. TITLE: Closing of all Parks and Recreation facilities for Work Day on Monday, January 4, 2016

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Jean Heasley, Assistant Parks and Recreation Director

6. BACKGROUND: The Parks and Recreation Center will close all facilities for Annual Work and Maintenance Day on Monday, January 4, 2016. This would include the Recreation Center, Banquet and Meeting Room Facilities, and Senior Center.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Recommend Approval

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

10. RESOLUTION / ORDINANCE NO.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. G-2a

2. MEETING DATE: December 15, 2015

3. TITLE: APPOINTMENT OF ONE MEMBER TO THE MUSTANG BOARD OF ADJUSTMENT

4. COUNCIL ACTION: Appoint One New Member to the Mustang Board of Adjustment

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: Larry Spohn, a long-time Board of Adjustment member has resigned from the board due to work constraints.

The position has been advertised and one resume has been received. Stan Griffin is a Senior V.P. at BancFirst in Mustang and is active in the community. He has expressed an interest in serving on the Board of Adjustment.

Attached is Mr. Griffin's resume. The Board of Adjustment has five members and is not ward specific.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the appointment of Mr. Stan Griffin to the Mustang Board of Adjustment.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. ______________

12/8/2015

CITY OF MUSTANG
1501 N. Mustang Rd.
MUSTANG, OKLAHOMA 73064
PHONE: (405) 376-4521

BOARD OR COMMITTEE RESUME

NAME: Stan Griffin ADDRESS: 1075 N. Savannah Terrace, Mustang

PHONE NUMBERS: 405/338-6160 (office) 405/990-0945 (cell)

EDUCATION: B.S. Agricultural Economics, Oklahoma State University

ADDITIONAL SUBJECTS STUDIED: Numerous Professional Banking Schools

WORK EXPERIENCE: Presently Senior Vice President of BancFirst, Mustang

Previously served as a bank officer in Cordell, Erick, Kingfisher, Guthrie, and Sulphur

AFFILIATIONS, HOBBIES, INTERESTS: First Baptist Church of Mustang, Rotary Club of Mustang, Savannah Lakes Property Owners Association Board

REFERENCES: Melissa Helsel

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

___PLANNING COMMISSION	X BOARD OF ADJUSTMENT
___PERSONNEL BOARD	___LIBRARY BOARD
___CAPITAL IMP. BOARD	___ECONOMIC DEVELOPMENT AUTH.
___YOUTH ADVISORY COM	___PARKS & LEISURE BOARD

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

December 8, 2015
DATE

SIGNATURE

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** H-1

2. **MEETING DATE:** December 15, 2015

3. **TITLE:** Discussion, Consideration and Possible Action to Accept the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for fiscal year ending June 30, 2015.

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

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

6. **BACKGROUND:**
   Anne Marie Elfrink, MS, CPA recently concluded the fiscal year audit ending June 30, 2015 for the City of Mustang.

   The annual audit report will be presented by Anne Marie Elfrink, MS, CPA.

7. **FINANCIAL IMPACT:**

8. **STAFF COMMENTS:**

9. **STAFF SOURCE:** Janet Watts, Finance Director

10. **ORDINANCE /RESOLUTION NO. NA**

Anne Marie Elfrink, MS, CPA

Member of the AICPA, OSCPA, and GFOA

3119 E 87th Street
Tulsa, Oklahoma 74137

Anne.Elfrink@CPA.com

918-361-2133
Fax: 918-512-4280

December 15, 2015

To the Honorable Mayor and Members of the City Council
City of Mustang, Oklahoma

I have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Mustang, Oklahoma for the year ended June 30, 2015. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, *Government Auditing Standards,* and OMB Circular A-133, as well as certain information related to the planned scope and timing of my audit. I have communicated such information in my letter to you dated January 30, 2015. Professional standards also require that I communicate to you the following information related to my audit.

<u>Significant Audit Findings</u>

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Mustang, Oklahoma are described in Note 1 to the financial statements. The City adopted several new accounting pronouncements in the year ended June 30, 2015, which resulted in a restatement of the beginning net position for governmental activities.

I noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Mustang, Oklahoma's financial statements were:

> Management's estimates of the useful lives of depreciable assets which were based on historical experience for the asset classes as well as common practice of other similar entities. I evaluated the key factors and assumptions used to develop the estimates of useful lives of depreciable assets in determining that the estimates are reasonable in relation to the financial statements taken as a whole.
>
> The valuation of the net pension liability or asset involves significant estimates and assumptions, including the valuation of future benefit obligations as well as investment results. I have reviewed the key factors and assumptions used to develop these estimates and assumptions in determining that the estimates are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

> The disclosure of the Schedule of Revenue and Bond Debt Service Coverage on page 88 of the Other Information section of the CAFR. The scheduled shows a computed net revenue coverage of annual debt service, as defined by the debt covenants, of 3.01 which is in excess of the 1.25 required by the debt covenants.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

I encountered no difficulties in dealing with management in performing and completing my audit. The staff was very prompt and efficient in responding to my requests and demonstrated a high degree of professionalism.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to my satisfaction, that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreements arose during the course of my audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated November 30, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, my professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts.

Other Audit Findings or Issues

I generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditor. However, these discussions occurred in the normal course of my professional relationship and my responses were not a condition to my retention.

<u>Other Matters</u>

With respect to the "Other Information" accompanying the financial statements, I made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to my audit of the financial statements. I compared and reconciled the "Other Information" to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the City Council and management of the City of Mustang, Oklahoma and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Anne Marie Elfrink, MS, CPA

Anne Marie Elfrink, MS, CPA

Anne Marie Elfrink, MS, CPA

Member of the AICPA, OSCPA, and GFOA

3119 E 87th Street
Tulsa, Oklahoma 74137

anne.elfrink@cpa.com

918-361-2133
Fax: 918-512-4280

December 15, 2015

Honorable Mayor and Members of the City Council
City of Mustang, Oklahoma

I am pleased to confirm my understanding of the services I am to provide the City of Mustang, Oklahoma for the year ended June 30, 2016. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Mustang, Oklahoma as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Mustang, Oklahoma's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the City of Mustang, Oklahoma's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Pension Plan Funding Progress
3) Budgetary Comparison Schedule – General Fund
4) Notes to Required Supplementary Information

I have also been engaged to report on supplementary information other than RSI that accompanies the City of Mustang, Oklahoma's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Combining Balance Sheet – General Fund Accounts
2) Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance – General Fund Accounts
3) Budgetary Comparison Schedule – General Fund Accounts
4) Combining Balance Sheet – Nonmajor Governmental Funds
5) Budgetary Comparison Schedule – Nonmajor Governmental Funds
6) Combining Schedule of Net Assets – MIA Accounts
7) Combining Schedule of Revenues, Expenses, and Changes in Net Assets – MIA Accounts
8) Combining Schedule of Cash Flows – MIA Accounts
9) Mustang Improvement Authority – Schedule of Revenue Bond Coverage
10) Schedule of Expenditures of Federal Awards

It is my understanding the City of Mustang plans to issue a Comprehensive Annual Financial Report for the year ended June 30, 2016. The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in my audit of the financial statements, and my auditor's report will not provide an opinion or any assurance on that other information. It is expected that the City's personnel will prepare and/or provide this information:

1) Letter of Transmittal
2) Statistical Section

Audit Objectives

The objective of my audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures I consider necessary to enable me to express such opinions and to render the required reports. If my opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, I will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in my professional judgment prevent me from completing the audit or forming an opinion on the financial statements, I retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, I will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter my assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Mustang, Oklahoma and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to me and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan, if applicable.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include my report on the schedule of expenditures of federal awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal awards. You also agree make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Mustang's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Mustang's major programs. The purpose of these procedures will be to express an opinion on the City of Mustang's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will prepare all cash or other confirmations I request, the trial balance, reconciliations of balance sheet accounts, and will locate any documents selected by me for testing. In addition, you will supply work papers to support all entries to convert the fund financial statements to a government-wide presentation.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form (if required) that summarizes my audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. If applicable, I will provide copies of my report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

I will provide copies of my reports to the Oklahoma State Auditor and Inspector; however, management is responsible for distribution of the reports and the financial statements. I will also compile and submit the Annual Survey of City and Town Finances (SA&I Form 2643) and the Public Trust Annual Report Filings (SA&I Form 2645). A compilation is limited to presenting in the prescribed format information that is represented by the City of Mustang, Oklahoma's management. I will not audit or review the Annual Survey of City and Town Finances and, accordingly, will not express an opinion or any other form of assurance on it. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anne Marie Elfrink, MS, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anne Marie Elfrink, MS, CPA's personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit on approximately July 1, 2016 and to issue my reports no later than December 15, 2016. I will provide twenty bound copies of the report and a signed electronic (PDF) copy. Anne Elfrink is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed $18,500. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Government Auditing Standards require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2013 peer review report and committee letter has been provided with a previous communication.

I appreciate the opportunity to be of service to the City of Mustang, Oklahoma and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

Anne Marie Elfrink, MS, CPA

Anne Marie Elfrink, MS, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Mustang, Oklahoma.

By: ______________________________

Title: ____________________________

Date: ____________________________

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-2

2. MEETING DATE: DECEMBER 15, 2015

3. TITLE: REQUEST TO PAVE AND OBTAIN ACCESS OVER CITY PROPERTY TO ACCESS 130 W. STATE HIGHWAY 152

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Grant Request

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

Joe Anderson, the owner of the property at 130 W. State Highway 152 has submitted a request to pave over and obtain access on a piece of city owned property adjacent to the water tower in that area.

In April of this year, Mr. Anderson rezoned the property to C-5 for the purposes of building a warehouse there. However, the property is basically land-locked. He is requesting permission from the City Council to remove 45 feet of existing curbing approximately 45 north of the water tower property, and put in a drive to access his property.

He will be crossing a 16-inch water main line that goes directly north from the water tower to the state highway.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Melissa Helsel, Senior City Planner

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. ______________

Anderson Realty
136 W. Hwy. 152
Mustang, OK. 73064
(405) 376-4551

To: Mustang City Council
From: Joe Anderson
Re: Concrete Approach

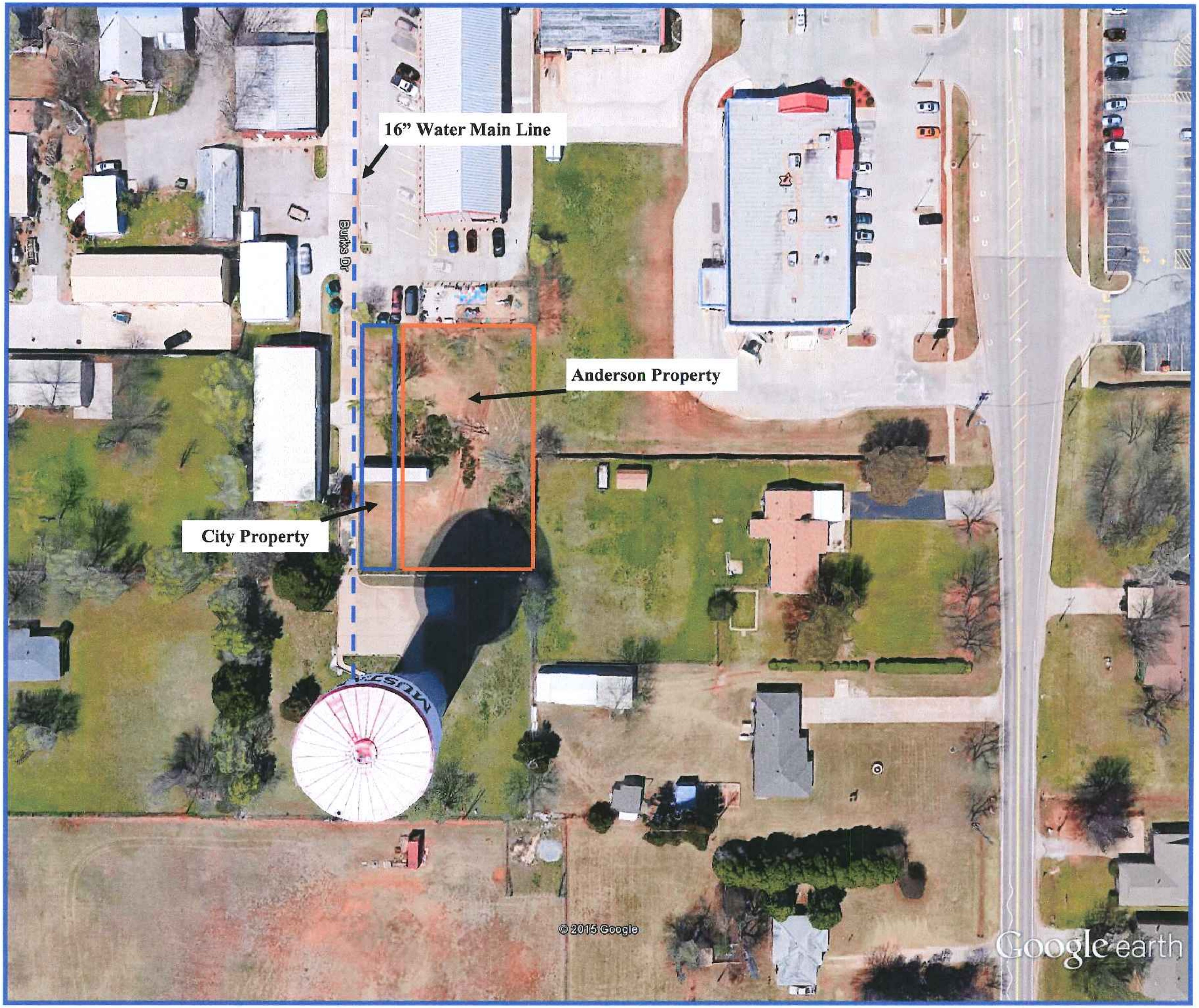
Dear Mustang Council,

Thank you for considering my request today. My wish is to remove about forty five feet of concrete curbing on the east side of the un-named road/easement that provides access to the water tower near Mustang Road and Hwy. 152. This removal would start approximately forty five feet north of the water tower lot line and extend forty five feet. In my opinion, this job would not adversely effect any area businesses and I own the vacant lot to the east of this location. After removing the curb, I would have a full time concrete contractor, likely Gary Shook, pour an approach that would extend east of the current curb about thirty feet. Such approach would rise some as it goes east to direct water into water tower drive for drainage into the storm drain. The reason for this request is to provide a more convenient access to my warehouse lift up door. I would also be more than willing to put up front a surety bond to insure the job is completed and done right.

Again, thank you so much for hearing my request.

Sincerely,

Joe Anderson


16” Water Main Line
Burks Dr
Anderson Property
City Property
© 2015 Google
Google earth

CITY OF MUSTANG

AGENDA COMMENTARY

1. **ITEM:** A-3
2. **MEETING DATE:** December 15, 2015
3. **TITLE:** An Ordinance making needed changes to Mustang Municipal Code of Ordinances to correct ordinance language to agree with current State Statutes related to driver's licenses.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Chuck Foley, Chief of Police
6. **BACKGROUND:** Recent changes and additions to State Statutes addressing driver's licenses make it necessary to reflect those changes in the Mustang Municipal Code of Ordinances.
7. **FINANCIAL IMPACT:** NONE
8. **STAFF'S COMMENTS:** Recommend Approval
9. **STAFF SOURCE** Chuck Foley, Chief of Police
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION NO./ORDINANCE NO. 1134**

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE MUNICIPAL CODE BY AMENDING CHAPTER 114 BY AMENDING SECTIONS 114-171, 114-173, 114-152 AND 114-154 TO CHANGE REFERENCE TO CHAUFFEUR AND OPERATOR DRIVER'S LICENSES TO DRIVER'S LICENSES OF APPROPRIATE CLASS AND WITH ANY NECESSARY ENDORSEMENTS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

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

Section 1. Chapter 114 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 114-171 to read as follows:

Sec. 114 171. Possession of valid driver's license required.

(a) No person shall operate any motor vehicle on the highways without having in his possession at all times when operating such motor vehicle an unrevoked or unsuspended ~~operator's or chauffeur's~~driver's license, of the appropriate class and with any necessary endorsements, as required by the laws of the state, unless such person is specifically exempted from such laws by the provisions thereof. However, no person charged with violating this section shall be convicted if he produces in court ~~an operator's or chauffeur's~~a driver's license, of the appropriate class and with any necessary endorsements, issued to him and valid at the time of his arrest.

(b) No person shall operate a motor vehicle in any manner in violation of any restriction that may be imposed in a restricted license issued to him with respect to the type of, or special mechanical control devices required on, a motor vehicle, or any other restrictions applicable to the licensee, as the state may determine.

Section 2. Chapter 114 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 114-173 to read as follows:

Sec. 114 173. Renting to unlicensed operators.

No person shall rent or offer any self-propelled or motor driven cycle to any person who does not have in his possession a validly issued ~~operator's or chauffeur's~~driver's license, of the appropriate class and with any necessary endorsements, or who is not authorized under the provisions of the laws of the state to operate such vehicles.

Section 3. Chapter 114 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 114-152 to read as follows:

Sec. 114 152. Duty to give information and render aid.

The driver of any vehicle involved in an accident resulting in injury to or death of any person or damage to any vehicle which is driven or attended by any person shall give his correct name, address and registration number of the vehicle he is driving, and shall, upon request and if available, exhibit his ~~operator's or chauffeur's~~driver's license and his security verification form, as required in section 114-10, to the person struck or the driver or occupant of or person attending any vehicle collided with.

Section 4. Chapter 114 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 114-154 to read as follows:

Sec. 114 154. Duty upon striking fixtures upon a highway.

The driver of any vehicle involved in an accident resulting only in damage to fixtures or other property legally upon or adjacent to a roadway shall take reasonable steps to locate and notify the owner or person in charge of such property of such fact, and of his name and address, and of the registration number of the vehicle he is driving, and shall exhibit his ~~operator's or chauffeur's~~driver's license and his security verification form, as required in section 114-10.

Section 5. REPEALER

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

Section 6. SEVERABILITY

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

Section 7. EMERGENCY

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this _____ day of December, 2015.

____
Mayor

ATTEST:

____
City Clerk

APPROVED as to form this _____ day of December, 2015.

____
City Attorney

CITY OF MUSTANG

AGENDA COMMENTARY

1. **ITEM:** H-4
2. **MEETING DATE:** December 15, 2015
3. **TITLE:** A Resolution making needed changes and additions to the Mustang Municipal Schedule of Fines & Penalties to add or adjust fines to agree with current State Statutes.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Chuck Foley, Chief of Police
6. **BACKGROUND:** Recent changes and additions to State Statutes addressing fines related to driver's licenses and texting while driving make it necessary to reflect those changes and additions in the Mustang Municipal Schedule of Fines & Penalties.
7. **FINANCIAL IMPACT:** NONE
8. **STAFF'S COMMENTS:** Recommend Approval
9. **STAFF SOURCE** Chuck Foley, Chief of Police
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION NO./ORDINANCE NO. 16-022**

RESOLUTION NO. 16-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING RESOLUTION NO. 13-051; ADDING TO THE MINIMUM FINE SCHEDULE FOR VIOLATIONS OF THE CITY OF MUSTANG ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER

THAT WHEREAS, section 26-38 of the Mustang Municipal Code provides for the adoption by the governing body of a fine schedule for violations of the ordinances of the City of Mustang; and,

WHEREAS, a person who is cited for violation of Mustang Municipal Code may elect to pay a fine according to the schedule adopted by the governing body, a copy of which is on file in the office of the Court Clerk; and,

WHEREAS, those persons violating the Mustang Municipal Code are to be given notice of the schedule of fines and penalties adopted by the governing body in the form, of a citation for violation of any such provision; and,

WHEREAS, payment of fines, as provided by this resolution, must be received at the Violations Bureau prior to the date set for court; and,

WHEREAS, payment may only be in cash, personal check, money order, credit card, or cashier's check; and,

WHEREAS, at the time of payment, the person must sign a written plea of guilty or nolo contendere; and,

WHEREAS, in addition to the minimum fine the Municipal Court Clerk shall collect all fees required by applicable Oklahoma State Law and Municipal Ordinance; and

WHEREAS; the City Council adopts the following schedule of penalties and fines for the violation of the Mustang Municipal Codes, to be added to and not in exclusion of the schedule of penalties and fines set forth in Resolution No. 13-051;

BE IT THEREFORE RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA:

SECTION 1. **CONTENT.**

1. Resolution number 13-051 is hereby amended to include the following schedule of penalties and fines:

VIOLATION	ORDINANCE	PROPOSED MIN. FINE
LICENSE-INVALID ENDORSEMENT/CLASS	114-171	$301.00
TEXTING WHILE DRIVING	114-8	$100.00
TEXTING WHILE DRIVING (COMMERCIAL)	114-8	$500.00

2. Implementation and Term.

Subsection 1 of Section 1 above shall be implemented and in effect on or after December 18, 2015, and shall continue in effect thereafter unless or until amended or modified.

3. Effective Date and Payment of Fines and Penalties.

Effective this 18th day of December, 2015, the foregoing fines and penalties, together with those set forth in Resolution No. 13-051, assessed for violations of the provisions of the Mustang Municipal Code are payable in the Violations Bureau upon a written plea of guilty or nolo contendere in the Municipal Court of the City of Mustang, Oklahoma.

SECTION 2. REPEALER.

All Resolutions or parts of Resolutions in conflict herewith are hereby repealed; provided, the schedule of penalties and fines for the violation of the Mustang Municipal Codes set forth herein are to be added to and shall not be in exclusion of the schedule of penalties and fines set forth in Resolution No. 13-051.

PASSED AND APPROVED this _____ day of December, 2015.

THE CITY OF MUSTANG

____
Mayor

ATTEST:

____
City Clerk

APPROVED as to form this _____ day of October, 2015.

____
City Attorney

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-5

2. MEETING DATE: December 15, 2015

3. TITLE: No Knock Ordinance

4. COUNCIL ACTION: Approve/Deny/Amend

5. INITIATOR: Timothy Rooney, City Manager

6. BACKGROUND: One of the more significant complaints staff receives on a regular basis – particularly in the Spring – is the unsolicited vendors or sales that go door-to-door in neighborhoods. Quite frankly, people do not want to be disturbed when they are home and want the ability to be added to a "list" similar to the national "Do Not Call" list that they can place themselves on to eliminate sales calls.

Recently, the City of Owasso, Oklahoma has adopted and implemented a "No Knock" Ordinance that allows residents of that community to add their property to a "No Knock" list. Door-to-door vendors or solicitors are required to get a license from the Community Development Department for door-to-door sales. If approved, the vendor would also receive the most current copy of the "No Knock" list that they would be instructed not to solicit or approach regarding sales of any item or service. Additionally, solicitors would not be permitted to approach a residence with a "No Solicitation" or "No Trespassing" sign. Violating the "No Knock" list or any signage outlined above could result in revocation of the solicitor license. The "No Knock" list would not be applicable to non-profit groups (Boy Scouts, Girl Scouts, School Fundraisers, etc).

A copy of the proposed ordinance is attached for your information and review. If approved, the "No Knock" ordinance would go into effect beginning on February 1, 2016. Staff will develop a form that residents could fill out online on the City's website and forms would be available at the Community Development window in City Hall to be completed in person and could also be mailed out as an insert in Utility Bills. These sign ups would begin January 18, 2016.

Staff will be happy to answer any questions you may have on Tuesday evening.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: None

9. STAFF SOURCE: Timothy Rooney, City Manager

10. RESOLUTION / ORDINANCE: Ordinance No. 1135

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE MUNICIPAL CODE BY AMENDING CHAPTER 82 BY (1) AMENDING SECTION 82-1 TO DEFINE TERMS; (2) ADDING NEW SECTION 82-6 TO CREATE A NO KNOCK LIST; (3) AMEND SECTION 82-21 TO REQUIRE PERMIT AND DISPLAY OF PERMIT; (4) AMENDING SECTION 82-22 TO ESTABLISH APPLICATION REQUIREMENTS AND CLARIFY EXISTING REQUIREMENTS; (5) AMENDING SECTION 82-23 TO CLARIFY REFERENCE AND ESTABLISH EXPIRATION DATE OF BOND; (6) AMENDING SECTION 82-25 TO CLARIFY TERMS; AND (7) AMENDING SECTION 82-41 PROHIBITING SOLICITATION IN CERTAIN INSTANCES; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY AND SETTING EFFECTIVE DATE

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

Section 1. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 82-1 to read as follows:

Sec. 82-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Peddle~~r~~ means ~~and includes any person who~~to travel~~s~~ on foot or by any type of conveyance from place to place, house to house, ~~from~~ street to street, or upon any street or public place, carrying, conveying or transporting goods, foodstuffs, products, wares, merchandise, or other thing of value for the purpose of offering and exposing the same for sale or making sales of such articles to purchasers.

Peddler means any person who peddles.

Solicit~~or~~ means and includes ~~any person who~~ (a) to travel~~s~~ on foot or by any type of conveyance from place to place, house to house, ~~from~~ street to street, or upon any street or public place, selling or offering for sale or taking or attempting to take orders for the sale of goods, foodstuffs, products, wares, merchandise, services, magazines, periodicals, insurance, or other thing of value for future delivery or for services to be performed or furnished in the future, (b) requesting, directly or indirectly, contributions of funds on the plea or representation that such contributions will be used for a charitable purpose, and (c) peddling, as defined in this section.

Solicitor means any person who solicits.

Section 2. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by adding new Section 82-6 to read as follows:

Sec. 82-6 No knock list.

The community development director shall prepare and maintain a list of all residents within the City who desire to prevent soliciting at their residence which shall be known as the No Knock List. Residents of the City who desire to have their addresses placed on the No Knock List may do so by contacting the community development director's office.

Solicitors must obtain a copy of the No Knock List from the community development director's office at the time they obtain a license, and are expressly prohibited from soliciting at any residence listed on the No Knock List. Contacting residents in disregard of the No Knock List may result in revocation of a Solicitor's license and/or assessment of a fine.

Secs. 82-7~~6~~—82-20. - Reserved.

Section 3. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 82-21 to read as follows:

Sec. 82-21. ~~—~~ Permit ~~R~~required.

It shall be unlawful for any person, firm or corporation, either as a principal, officer, agent, servant or employee, to ~~No~~ solicit~~or or peddler shall peddle, canvass or solicit for money or peddle, canvass, solicit or sell any goods, foodstuffs, products, wares, merchandise, services, magazines, periodicals, insurance, or other thing of value~~ within the city without having first applied for and obtained a solicitor's ~~or peddler's~~ permit~~,~~ for that purpose~~,~~ from the community development director or his designee. ~~The permit must be kept on the person of the solicitor or peddler, on display and visible at all times.~~

All persons issued a license under this section shall at all times display the license prominently on their person, shall carry at least one (1) form of photo identification, and shall produce the license and photo identification for inspection and review at any time upon request by any City official, law enforcement officer or person to whom the solicitor is attempting to solicit or peddle or on whose property the solicitor is present.

Section 4. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 82-22 to read as follows:

Sec. 82-22. - Application; applicant's photograph and fingerprints.

An applicant for a solicitor's ~~or peddler's~~ permit under the terms of this chapter shall be required to:

a. Complete and submit an application in a~~a registration~~ form provided by the community development director or his designees~~department,~~ which shall include no less than the following information:

1. show the name of the person, firm or corporation in whose behalf the applicant proposes to solicit;
2. the current address of said person, firm or corporation, and their phone and email contact information;
3. the kind of products, merchandise or service to be solicited and/or sold;
4. the current, valid license number and description, including make, model, year and copy of current insurance verification, of any vehicle to be used (if applicable);
5. Detailed personal information and physical description of solicitor(s);
6. Social security number, current, valid driver's license number or state issued identification card of solicitor(s);
7. A statement as to whether or not the applicant has been convicted of a felony or misdemeanor involving moral turpitude within the past five (5) years; and

~~1.~~8.~~and~~ any other pertinent facts or information required by the community development director~~department~~, including sufficient information to investigate the application.

b. File a photograph and fingerprints of the solicitor(s) with the police department.

No license shall be issued under this article to any person under the age of 16 years except those persons and organizations exempted under ~~[~~subsection~~]~~ 82-42(1).

Section 5. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 82-23 to read as follows:

Sec. 82-23. - Applicant's bond.

Every applicant for a solicitor's permit ~~registration card~~ required by this article~~,~~ who shall require, accept or receive payment or deposit of money in advance of final delivery of any goods, wares, or merchandise, shall file a surety bond, in the amount of $500.00, conditioned upon making final delivery of the goods ordered in accordance with the terms of such order, or failing therein that the advance payment be refunded. Any person aggrieved by the action of the solicitor or peddler shall have a right of action on the bond for the recovery of the money or damages, or both. Such bond shall remain in full force and effect for a period of 60 days after the expiration of any permit issued under this article~~, unless sooner released by the city manager~~.

Section 6. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 82-25 to read as follows:

Sec. 82-25. ~~—~~ Issuance, ~~or~~ denial or revocation.

(a) The community development director or his designee is hereby authorized to issue a solicitor's ~~or peddler's~~ permit ~~in all proper cases and~~ when the applicant has complied with this article. Registration may be denied any applicant for a solicitor's ~~or peddler's~~ permit if he is not of good moral character; if he has been convicted of a felony or misdemeanor involving moral turpitude, or has such criminal charges pending; if the proposed sales proposition shall include some element of trickery, fraud or deceit, in which case, in the interest of the public health, safety and welfare, the applicant shall not be registered.

(b) The City Clerk's office shall give notice either in person, by telephone, mail or email to the licensee of the denial or revocation of their license. If mailed, the notice shall be sent to the address listed on the application or license. The license shall stand revoked or denied from the time notice is made to the licensee either in person or by telephone or is received by mail by the licensee.

~~(a)~~(c) ~~Any person aggrieved by the action of the community development director or his designee may appeal to the city~~ Any applicant or licensee may appeal a denial or revocation to the City Manager within ten (10) days after delivery or receipt of the notice by filing a written request with the community development director for a hearing. The hearing shall be held by the City Manager or his or her designee. The appealing applicant or licensee may be represented by counsel. The hearing shall be conducted in an informal manner, but no license shall be revoked or denied except upon a preponderance of the evidence. The City Manager or his or her designee may affirm, modify or vacate the order of revocation or denial and such decision shall constitute the final decision on behalf of the City.~~council, and may appeal from the city council to the district court of the county in the manner provided by law.~~ Any appeal from a City Manager's decision shall be in a manner provided by law.

Section 7. Chapter 82 of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended by amending Section 82-41 to read as follows:

Sec. 82-41. - Invitation required to enter on posted premises.

It shall be unlawful for a solicitor to ring the bell, or knock on the door, or otherwise attempt to gain admittance for the purpose of soliciting at a residence or dwelling which is list on the No Knock list or upon which a sign stating ~~No peddler or solicitor shall enter on any premises or attempt to sell, peddle or solicit where the owner or occupant of such premises has indicated his desire not to be contacted for sales or solicitations by the placing of a~~ "No Solicitors," "No Trespassers" or words of similar import indicating such persons are not wanted on the premises is painted, affixed or otherwise plainly displayed to public view either on or near the primary entrance of the residence. ~~sign on the premises, and~~ A~~a~~ny such entrance or attempt to solicit ~~sell, peddle or solicit~~ shall constitute a trespass upon private property and a violation of this chapter.

Section 8. REPEALER

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

Section 9. SEVERABILITY

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

Section 10. EMERGENCY AND EFECTIVE DATE

It being immediately necessary for the preservation of the public health, peace and safety of the City of Mustang and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law; provided, the amendments to Sections 82-6 and 82-41 of Chapter 82 shall be effective on and after February 1, 2016.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this _____ day of December, 2015.

____
Mayor

ATTEST:

____
City Clerk

APPROVED as to form this _____ day of December, 2015.

____
City Attorney

MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

DECEMBER 15, 2015
7:00 P.M.

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 **12/01/15** 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 the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year Ending June 30, 2015.

G. **ADJOURNMENT**

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

MUSTANG IMPROVEMENT AUTHORITY
DECEMBER 1, 2015

The Mustang Improvement Authority met in regular session on Tuesday, December 1, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, November 25, 2015, at 10:45 a.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 **7:28 p.m.**

B. ROLL CALL

Trustees Present: **Riley**
Staples
Grider
Jones
Hagan
Schweinberg

Trustees Absent: **Adams**

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **11/17/15** MIA Minutes
*2. Claims List for **FY '16**
*3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
*4. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and **Holidays** for the City of Mustang/MIA for the Year 2016.
*5. Approval of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/ Drainage for Hyde Park Addition.

MOTION was made by **Trustee Grider,** seconded by **Trustee Jones,** to approve Items D-1 thru D-5 of the Consent Agenda.

AYE: Riley, Staples, 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 Riley** and seconded by **Trustee Jones** to adjourn.

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

Meeting was adjourned at **7:29 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
16-0794	01-B0024	BANCFIRST	2014 A BOND PAYMENT	12/2015	201512072232	183,953.75
16-1068	01-B0024	BANCFIRST	2014 B CAP. INT. PAYMENT	12/2015	201512072231	17,930.42
16-1100	01-B0120	BOND FUND	4TH PENNY TRANSFER	12/2015	201512092266	21,700.04
16-0938	01-C0006	COMPUTER SUPPLIES & SERVICE	ENVELOPES FOR UTILITY BIL	12/2015	23845	2,377.00
16-0030	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	12/2015	201512072227	320,000.00
16-1101	01-L0045	LIMITED PURPOSE FUND	3RD PENNY TRANSFER	12/2015	201512092267	70,782.15
16-0209	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEES	12/2015	201512072230	13,000.00
					DEPARTMENT TOTAL:	629,743.36
DEPARTMENT: 72		WATER				
16-1102	01-C0135	CITY OF OKC UTILITIES	WATER PURCHASE	12/2015	201512092268	35,236.22
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072241	9,273.82
16-1070	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072244	14,856.07
16-1103	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512102269	191.29
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	12/2015	133181	90,274.90
					DEPARTMENT TOTAL:	149,832.30
DEPARTMENT: 75		SEWER				
16-1040	01-C0010	CADDO ELECTRIC CO-OP INC	ELECTRIC SERVICE	12/2015	201512072237	295.00
16-1064	01-O0035	OKLAHOMA ELECTRIC CO-OP	ELECTRIC SERVICE	12/2015	201512072241	1,459.00
16-1070	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072244	208.03
16-1083	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	12/2015	201512072246	44.18
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	12/2015	133181	50,779.63
					DEPARTMENT TOTAL:	52,785.84
					FUND TOTAL:	832,361.50