MUSTANG CITY COUNCIL
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG RD.
COMMUNITY DEVELOPMENT
CONFERENCE ROOM
MUSTANG, OKLAHOMA 73064

OCTOBER 13, 2014
6:30 P.M.

AGENDA
SPECIAL MEETING

A. CALL TO ORDER

B. ROLL CALL

C. DISCUSSION ITEMS

1. Community Development Matters:

   A. Food Truck Licensing Regulations

   B. Single-Family Residential Development Costs

2. Water Supply Matters:

   A. City-Wide Water Model Proposal from Cowan Group

   B. COWRA

3. Transportation Matters:

   A. South Mustang Road Transportation and Drainage Improvements

4. Other Matters:

   A. Healthy Communities Incentive Grant Program Certified Healthy Communities

   B. Code of Ethics and Conduct

   C. Employee Compensation

E. ADJOURNMENT

C. I. A.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **Community Development Department**

RE: **FOOD TRUCK LICENSING REGULATIONS**

DATE: **October 13, 2014**

BACKGROUND

A food truck can be defined as any adequately equipped, safe, licensed street legal vehicle selling confections, meals or other edibles that may or may not be ready to eat. In most instances, the food is partially prepared and final assembly takes place at the point of sale.

Food trucks are becoming such a phenomenon that some organizations actually promoting them as tourist attractions (http://www.visitokc.com/restaurants/foodtrucks). Some events are even set up especially for food trucks (http://h8thokc.com). These slow rolling, colorful restaurants-on-wheels offer curbside catering to any citizen with an appetite and cash.

Municipalities have been slow to react to the craze and many have licensing requirements that can hinder a food truck operator's ability to sell within their boundaries. Communities sometimes have a difficult time keeping up with vendors because inspections are burdensome and they are short handed. City of Mustang inspectors have attempted to police food trucks as best as possible, even though our existing laws don't thoroughly address the matter.

We've often allowed food trucks to operate under a general Special Event permit for various festivals and gatherings such as Western Days. The vendors presumably had county licensing, but the city did not perform a health/safety in these instances and operations were allowed without any additional processing or licensing.

A few food trucks have soloed into Mustang on normal business days only to be turned away or shut down by the community development department. In these instances, the vendor did not have city licensing and refused to pay the fees necessary to conduct business. They were often surprised to find Mustang laws interpreted their operations as those of a common solicitor.

While allowing food trucks seems to be an attractive means to enrich our sales tax base, there is also a question of fairness. Few- *if any* -of these vendors live in Mustang and their activities may be viewed as a threat to traditional restaurants where owners may have invested millions of dollars. Sanitation issues sometimes accompany these operations as well.

THE ISSUE: Should the City of Mustang amend its laws to encourage food trucks operations?

CURRENT LAW (Est. 8/3/2010)

A regular drive-in or sit down restaurant that does not sell low-point beer or other alcoholic beverages is only required to purchase an annual City business license for $40 (See City Code Chapter 110, Art. II). But Chapter 82 (§ 82-21) suggests a food trucks is just another itinerant solicitor:

> *"No solicitor 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."*

City licensing requirements for a solicitor have nothing to do with the cleanliness or the well-being of the operator. Our regulations have more to do with verifying the legitimacy of the business and operator.

In Mustang, any business seeking a permit to solicit must complete a registration form with the community development department and file a photograph and fingerprint card with the police department. Furthermore, the applicant must post a surety bond, in the amount of $500.00 guaranteeing final delivery of the product…Even if it's just a greasy taco.

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 unless it is released by the city manager.

In addition to a regular city business license ($40), each employee on the food truck is viewed as a separate operator and each must have their own permit. The fees for said permits are as follows:

(1) Fifty dollars per day; or
(2) Three hundred dollars per week; or
(3) One thousand dollars per year.

City Code exempts veterans who qualify under 72 O.S. § 5, and those persons representing charitable associations or groups which have tax-exempt status are exempt from registration fees.

Registration may be withheld if the applicant is "not of good moral character", if he/she has been convicted of a felony or misdemeanor involving moral turpitude or has such criminal charges pending; or if the proposed sales proposition included some "element of trickery, fraud or deceit". The community development director is charged with making the call, but any ruling may be appealed to city council. The ordinance also allows for revocation but does not identify the position with such authority.

City inspections are not required and no permit, license or registration can be transferred to another party. Each truck would have to have to be inspected and licensed by the Canadian County Health Department.

The city also offers a special use permit if the food truck plans to set up on a static location indefinitely. The terms and conditions and costs of a "SUP" are similar to those of a conditional use permit. Having a SUP would eliminate the requirement for the operator to have individually licensing, but they would still be required to maintain an annual business license. The total out-of-pocket cost on this approval is estimated at just under $400 and includes the approximate cost for a certified mailing list for Public Hearing notification purposes.

WHAT'S BEING DONE ELSEWHERE

Edmond – The city requires each person on truck to get a solicitor's license which is $75 per year. This requires a background check. The county inspects the trucks and the food truck must show proof of health inspection and tax permit.

Bethany – If a truck is coming in for a special event, or is going to go from place to place for a short time, they are required to get a retail business license for one year, which is $25.00. If they are going to stay in one place for an extended period of time, they must get an itinerant vendor's license which is $200.00 per year. With either of these licenses, they must show their sales tax permit and their county health inspection permit.

Midwest City does not allow food trucks to drive around to different locations. They have to be at one set location, and anyone handling food or dealing with the public must have a "health permit." This is $50 per year. The county does the health inspections. An ice cream truck requires a peddler's permit ($100 per year) and a health permit. Ice cream trucks are the only ones permitted to drive around to different locations.

Moore – The city's code does not technically allow them. However, they are permitted for special events with a $50 special event permit per truck (good for one day). They must show proof of health inspection and state tax permit.

Norman – All temporary food vendors must have the permission of the property owner prior to operating a temporary food vending unit on the subject property. No mobile temporary food vendor may stop for longer than twelve (12) hours at a single location or address in a twenty-four-hour period. A single location or address shall include a single parking lot shared by multiple businesses. These regulations do not apply on University of Oklahoma home football games, nor do they apply to food sales at events that are not open to the general public or are sponsored, catered or hosted by any business or group. The applicant shall provide copies of their certificate of insurance, OTC permit and proof of a county health inspection. Food cannot be sold from the public right-of-way except for brief stops at a point of sale. Cost for a one day permit is $20, a 30 day permit costs $50 and a 180 day permit is $250.

Oklahoma City – See recently approved legislation and fee schedule (PP 5 – 14)

Yukon – Yukon requires a business license for each truck ($50 per year). Each site on which a truck will park requires site approval from the community development department and permission from the property owner on file. They require a copy of the sales tax license and county health permit. They are actively looking to change their regulations to make them more stringent.

MEMORANDUM

Council Agenda
Item No. VIII.D.
8/26/2014

The City of
OKLAHOMA CITY

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Ordinance on final hearing (emergency) relating to Food and Beverages and the General Schedule of Fees; amending Chapter 21 of the Oklahoma City Municipal Code, 2010, Article III, Division 2, Section 21-91 Special Event Food License and by enacting a new Section 21-93, exemptions, creating a new Division 3 in Article VIII of Chapter 21, Sections 21-430 through 21-436, providing for Vehicle Food Sales Court; amending Chapter 60 General Schedule of Fees, Title 21, Article III, Section 60-21-26, Special Events, and amending Article VIII, Section 60-21-56, Food Sale, Vehicle and creating a new Section 60-21-57, Vehicle Food Sales Court.

Background

The Permit and Licensing Division of the Development Center is recommending a change in the licensing structure for Vehicle Food Sales to better serve the food truck community. The proposed amendment will add a graduated pricing structure, which depending on the tier of license received, will include licensure to participate in a specified number of Special Events. This proposed change will affect food trucks selling frozen desserts, which are also categorized as vehicle food sales licensees. The date of the last fee increases for Special Event Licenses, and for Vehicle Food Sales Licenses was June 10, 1997. The purpose of the proposed change to the Ordinance is to streamline the process for Vehicle Food Sales Licenses, and to amend the license fees related to vehicle food sales and special events.

Presently, Vehicle Food Sales Licensees must also purchase a Special Event Food License to participate in a Special Event. For example, if a Licensee participates in four Special Events, the Licensee pays a total of $116.00 at a rate of $29.00 per event and is inspected by the Oklahoma City County Health Department (OCCHD) at each event. Annual Vehicle Food Sales Licensees have voiced concerns about being required to obtain multiple Special Event Food Licenses, and to pay the corresponding license fee multiple times when participating in several Special Events over a short period. For annual Vehicle Food Sales Licensees that take part in numerous Special Events, the ability to obtain a license which includes participation in Special Events will result in significant savings of time and money.

Additionally, the Permit and License Section is recommending the establishment of a Food Sales from Vehicle Court license. This license will allow food vehicles to congregate on private property in a self-service dining environment. The proposed ordinance will also establish operating guidelines for the court. Vehicles participating in a licensed Vehicle Food Sales Court are still required to have their individual vehicles licensed.

Market Changes

The market for vehicle food sales has significantly increased in Oklahoma City. The number of Special Events in the area has increased and food truck participation is usually the key attraction at these events. The number of Special Event Food Licenses issued in 2013 increased by 48% compared to the number in calendar year 2012. The License Section issued 95 annual Vehicle Food Sales Licenses and OCCHD and the City jointly issued 1,146 Special Event Food Licenses, during 2013. Additionally, the City's newly established Special Event Office has processed applications for an estimated 582 Special Events since October 2012.

Special Event Permits Issued By Calendar Year Comparison

Year	# Sold	% Change from Prior Year
2013	1146	49%
2012	771	12%
2011	686	12%

OCCHD Impact and Inspections

The City of Oklahoma City has contracted with the OCCHD since 1990 to provide inspections prior to the issuance of various business licenses by the City. The agreement between the City and the OCCHD provides that OCCHD may issue Special Event Food Licenses and collect related fees, which are equally distributed between both parties. This amendment will reduce the amount of revenue OCCHD receives from Special Event Food Licenses.

The proposed amendment contains a new ten day Special Event participation notice that will be required to assist OCCHD with scheduling inspections. Health inspections will still occur during Special Events at no additional cost to vendors holding annual Vehicle Food Sales Licenses including special events. Additionally, OCCHD will continue to make inspections as often as reasonable to secure compliance with provisions of the Health Code, including complaint-based inspections and inspections of vendors with a history of failing Health inspections. The recent increase in the number of scheduled Special Events and the manpower required to conduct repeated inspections of compliant licensees at these events is placing a hardship on OCCHD, according to their management.

Temporary vendors, not currently holding an annual Vehicle Food Sales License, will continue to be required to obtain Special Event Food Licenses, submit to inspection and pay the appropriate license fee.

Proposed Fee Structure

	Current	Proposed
Food Sales from Vehicle Fee §60-21-56(a)	$35.00	$100.00, Annual Fee/Special Events Not Included
		$150.00, 6 Special Events Annually
		$250.00, Unlimited Special Events Annually
Special Event Food Fee §60-21-26	$29.00	$30.00, If Annual Vehic Food Sales License Holder
		$30.00, If Temporary Vendo
Vehicle Food Sales Court Fee §21-422	New	$100.00; Annual License

The proposed fee structure provides a tiered fee level of Special Event participation for the vendor, as described below:

(1) The fee of $100.00 is good for the basic Vehicle Food Sales License. This option does not include Special Event Food Licenses, but such licenses can be purchased for $30.00 per event.

(2) The $150 fee includes six (6) Special Events during the license year and covers the usual Vehicle Food Sales License. Additional Special Event Food Licenses can be purchased, at a rate of $30.00 per event.

The $250.00 fee includes unlimited Special Events for the license year and the usual Vehicle Food Sales License.

Revenue — Estimated at $33,250 to be deposited in General Fund-General Operations-Business Licenses (001-0001-40600004)

Review — Development Services Department

Recommendation: Ordinance be adopted with emergency.

Attachment

(Published in the Journal Record August 27, 2014)

ORDINANCE NO. 24,950

ORDINANCE RELATING TO FOOD AND BEVERAGES AND THE GENERAL SCHEDULE OF FEES; AMENDING CHAPTER 21, ARTICLE III, DIVISION 2, OF THE OKLAHOMA CITY MUNICIPAL CODE, 2010, AMENDING SECTION 21-91 SPECIAL EVENT FOOD LICENSE, AND ENACTING A NEW SECTION 21-93, EXEMPTIONS, CREATING A NEW DIVISION 3, SECTIONS 21-430 THROUGH 21-436, ARTICLE VIII OF CHAPTER 21, PROVIDING FOR VEHICLE FOOD SALES COURT; AMENDING CHAPTER 60, GENERAL SCHEDULE OF FEES, TITLE 21, BY AMENDING ARTICLE III, SECTION 60-21-26, SPECIAL EVENTS, AND BY AMENDING ARTICLE VIII, SECTION 60-21-56 FOOD SALE, VEHICLE AND CREATING A NEW SECTION 60-21-57, VEHICLE FOOD SALES COURT LICENSE AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

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

SECTION 1. That Section 21-91 and the enactment of Section 21-93 of Division 2 of Article III of Chapter 21 of the Oklahoma City Municipal Code, 2010, are hereby amended and enacted to read as follows:

CHAPTER 21

FOOD AND BEVERAGES

* * *

ARTICLE III. FOOD HANDLING ESTABLISHMENTS GENERALLY

* * *

DIVISION 2. SPECIAL EVENTS

§ 21-91. Special event food license.

(a) A special event food license may be issued to any person whose facilities pass a health inspection performed by the Oklahoma City-County Health Department.

(b) The holder of a special event food license is authorized to sell or distribute to the public food or food products for consumption on the premises for which the license is used.

(c) A special event food license shall be valid for a period not to exceed 14 consecutive days.

(d) The holder of a special event food license shall be required to comply with Section 21-56 of this article.

(e) The ability of a special event food licensee, or an annual vehicle food sales licensee, to sell or distribute food or food products at a special event, shall be conditioned upon the special event organizer notifying the Oklahoma City-County Health Department of the food licensee's participation in the event. Said notification shall be given 10 business days prior to the start of the event, to ensure the ability to conduct necessary inspections.

* * *

§ 21-93. Exemptions.

Holders of annual vehicle food licenses with six special events and holders of annual vehicle food licenses with unlimited special events will not be required to obtain a special event food license to participate in events held within the Oklahoma City limits, unless the number of special events in which the licensee has participated exceeds the number of special events permitted by its license. Inspections are pursuant to the provisions of the Oklahoma City-County Health Department in accordance with the procedures set forth in Section 21-393.

* * *

SECTION 2. That Sections 21-430 through 21-436, Division 3 of Article VIII of Chapter 21 of the Oklahoma City Municipal Code, 2010, are hereby created to read as follows:

DIVISION 3. VEHICLE FOOD SALES COURT

§ 21-430. Definitions.

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

(a) Vehicle Food Sales Court shall mean any location within private property, primarily engaged in providing parking and any utilities to food sales vehicle vendors on a permanent, continual basis.

(b) Vehicle Food Sales Court Operator shall mean the owner of the property where the Vehicle Food Sales Court is located, or his or her authorized designee.

§ 21-431. Compliance

(1) All Vehicle Food Sales Courts must submit a building permit application to the Development Center –Plan Review Section and complete the development process to obtain a license from the Supervisor of Licenses. Any improvements made to provide permanent water, sanitary sewer and/or electricity connections must follow City permitting procedure.

§ 21- 432. Application

Any person desiring to establish, maintain, or operate a Vehicle Food Sales Court shall make written application and submit a Zoning Verification Form to the Director for a license. The application shall include the following information:

1. General business license application.
2. Location of the property, legal description and notarized permission of the property owner if lessee.
3. Site plan of the Vehicle Food Sales Court showing right-of-way.
4. All signage must be permitted according to ordinance.
5. File an application with Health Department for inspection.
6. Oklahoma Tax Commission ID number or letter exempting the need.
7. All State, County and Local licenses applicable for Vehicle Food Sales Court operation must be submitted.

§ 21- 433. Operating Requirements.

(1) A solid waste management plan must be in place for the Vehicle Food Sales Court.
(2) Court operator shall ensure all participating food sales vehicle vendors must have applicable local, county and state applicable licenses related to their wares
(3) The Vehicle Food Sales Court operator must maintain records of all license numbers for each food sales vehicle vendor and such records may be subject to Health Department review.
(4) Court operator shall ensure that non-licensed vendors are prohibited from participating in Vehicle Food Sales Court operations.
(5) Food sales vehicle vendors must display current valid copies of all necessary permits required by State, County and Local agencies.

(6) The Vehicle Food Sales Court Operator shall obtain all applicable licenses required for the sale of any food stuffs, beverages, frozen desserts and/or bakery goods sold by the Operator directly to the public.

(7) Food sales vehicle vendors shall not be permitted to dispose of wastewater and/or grease cleanouts at the Vehicle Food Sales Court site. Vehicles should return to an authorized location for flushing and draining liquid waste and replenishing their potable water supply.

(8) Vehicle Food Sales Court Operator must ensure that food sales vehicle vendors are located within 500 feet of an approved, permanent toilet facility and available during all hours of operation for employees.

(9) Food sales vehicle vendors shall sell foods at one physical address for no more than 12 hours.

§ 21- 434. Term

A license issued pursuant to the provisions of this division shall expire one year from its date of issue.

§ 21- 435. Denial; revocation or suspension.

(a) The Director shall have the power to suspend or revoke a license issued pursuant to the provisions of this division at any time during the term thereof in accordance with the procedures set forth in Section 21-42, upon proof to his/her satisfaction of a violation by the holder of such license of any of the provisions of this article.

(b) The Supervisor of Licenses shall have the power to deny the issuance of a license pursuant to the provisions of this division in accordance with the procedures set forth in Section 26-17 of this Code, upon proof to his/her satisfaction of: a violation by the holder of such license of any of the provisions of this article.

§ 21- 436. Violations and penalties.

Any person who shall violate any provisions of this article shall be guilty of a Class "a" offense. Each offense, and each and every day such violation continues, shall constitute a separate offense.

* * *

SECTION 3. That Section 60-21-26, Article III of Title 21 of Chapter 60 General Schedule of Fees, of the Oklahoma City Municipal Code, 2010, is amended to read as follows:

CHAPTER 60

GENERAL SCHEDULE OF FEES

* * *

ARTICLE III. FOOD HANDLING ESTABLISHMENTS GENERALLY

§ 60-21-26. Special events.

Sale of food and food products; 30-day license; renewable every 90 days....$ ~~29.00~~ 30.00

* * *

SECTION 4. That Section 60-21-56 and the enactment of Section 60-21-57 of Article VIII of Chapter 60 General Schedule of Fees of the Oklahoma City Municipal Code 2010, are hereby amended and enacted to read as follows:

CHAPTER 60

GENERAL SCHEDULE OF FEES

* * *

ARTICLE VIII. FOOD SALES FROM VEHICLES

§ 60-21-56. Food sale, vehicle.

(a) vehicle license, annual .....$ ~~35.00~~ 100.00

vehicle license, annual with six special events 150.00

vehicle license, annual with unlimited special events....250.00

(b) individual license, annual .....$ 17.00

§ 60-21- 57. Vehicle Food Sales Court.

(a) vehicle food sales court license, annual $100.00

* * *

SECTION 5. EMERGENCY. **WHEREAS,** it being immediately necessary for the preservation of the peace, health, safety and public good of The City of Oklahoma City and inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

INTRODUCED AND READ in the open meeting of the Council of The City of Oklahoma City, Oklahoma, this 29th day of July, 2014.

PASSED by the Council of The City of Oklahoma City, Oklahoma on this 26th day of August, 2014.

SIGNED by the Mayor of The City of Oklahoma City, Oklahoma on this 26th day of August, 2014.

ATTEST:

CITY CLERK

SEAL OF THE CITY OF OKLAHOMA CITY

MAYOR

REVIEWED for form and legality.

ASSISTANT MUNICIPAL COUNSELOR

City Council Action
Financial Impact Report

Title of Item: Food Sales from Vehicle Fee Adjustment

Originating Department: Development Services

Description of Impact

The Development Services Department is recommending changes to the food sales from vehicle fee to better accommodate the food truck community. This proposal will remove the current flat rate and instead utilize a tiered pricing option based on event volume. Food trucks selling frozen desserts, which are categorized as vehicle food sales, are included in this recommendation. The date of the last fee change was June 10, 2007.

Additionally, a new license is recommended for Vehicle Food Sales Court. This license will enable any location within private property, primarily engaged in providing parking and any utilities to food sales vehicle vendors on a permanent, continual basis to operate as a Vehicle Food Sales Court. Vehicles participating in a licensed Vehicle Food Sales Court are still required to have their individual vehicles licensed.

	Current	Proposed
Food Sales From Vehicle Fee §60-21-56(a)	$35.00	$100.00; Annual Fee/Special Events Not Included $150.00; 6 Special Events Annually $250.00; Unlimited Special Events Annually
Special Event Food Fee §21-93	$29.00	$30.00; If, Annual Vehicle Food Sales License Holder $30.00; If, Temporary Vendor
Vehicle Food Sales Court §21-422	New	$100.00; Annual License

Summary of Impact

a. Cost to City Organization: Revenue Neutral

b. Cost to Citizens: None

c. Cost to Business Community: Vehicle Fee Adjustment--Estimated savings of $9,484 annually (Time savings not estimated); Vehicle Food Court—New license, no historical data for projection.

d. Revenue Produced:

Food Sales From Vehicle	
Revenue decline from Special Event Food Licenses Sold before proposed changes permits (1,146 @$29 each)	($33,234.00)
Projected 34% Increase in Food Sales from new Vehicle license structure (133 Vendors @ $250 each)	$33,250.00
Total Revenue Decrease/Increase	$16.00
Total Revenue Decrease/Increase for the City*	$8.00

*Oklahoma City County Health Department receives 50% of the revenue collected.

Source of Funds

Fund Name: General Fund

Agency Name: Development Services

Department Head Signature: Bob Tener

OMB Review Completed by: Christin L York

C.I.B.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**

RE: **SINGLE-FAMILY RESIDENTIAL DEVELOPMENT COSTS**

DATE: October 13, 2014

BACKGROUND

Our department is in charge of many development related programs including, but not limited to:

- Construction document review
- Permits and inspections
- Drainage and stormwater control
- Occupational licensing
- Economic development
- Grant administration
- Nuisance code enforcement

Building plan review, permitting and inspection-related activities accounted for the following revenue during the last fiscal year:

Building Permits:	$ 33,216.17
Driveway Permits:	$ 2,430.00
Construction Permits:	$ 11,962.20
Electrical Permits:	$ 31,598.57
Mechanical Permits:	$ 16,414.44
Plumbing Permits:	$ 22,828.53
Water Well Permits:	$ 350.00
Septic Syst. Permits:	$ 500.00
Re-Inspection Fees:	$ 3,150.00
Contractor's License:	$ 42,250.00
Miscellaneous:	$ 12,361.35
Total Revenue:	**$177,061.26**

While department revenue is broken down by activities, department expenses are not. The FY 2013 – 2014 Budget for the Community Development Department was $487,579.15. It is estimated that approximately 43% of all Personal Service costs were spent on building code administration, which equates to about $193,500. It is also estimated that $9300 of our Other Services & Charges were spent on this endeavor, and approximately $9600 of our Materials & Supplies budget was invested as well. The ***estimated*** total amount of the Community Development Department budget spent on building code administration in FY 2013 – 2014 was somewhere around $212,400.

Last year, our expenses outpaced revenues by approximately $35,338.74 (16.64%). We have not had a major update to our construction fee schedule since Ordinance 812 was approved on August 6, 2002 (See Pages 6 - 8). Previously, the last update occurred on April 4, 2000.

THE ISSUE: Is it time to increase fees for single-family residential development?

RESEARCH

We picked a handful of OKC Metro cities for fee comparison. We omitted mostly built up cities such as Bethany, Nichols Hills, The Village and Warr Acres and, instead, focused on suburban areas where there was still room for expansion.

Building Permit Fees (Page 5)

We obtained the cost of building, mechanical, electrical, plumbing and driveway permits from each city based on the construction of a typical single-family residence on a typical suburban lot (See plans on Pages 9 – 12). It is important to note most building and electrical permit fees are often calculated on the gross square footage of the amount of floor space under roof, while mechanical and plumbing fees are usually based on the total amount of heated space. The garage, eaves, porches and canopies are examples of unheated space.

The proposed home featured a roof area of 2727 ft.² and 1957 ft.² of heated space.

Plan Review

Many cities did not charge to review plans, but Mustang charges a flat $50 fee. The average cost of a residential plan review was $41.57. Some cities charged a flat fee and others charged it as a percentage of the building permit fee. At $76.36 Norman's fee was the highest in the study.

Building Permits

The average across all the 11 cities studied was 8.7¢ p/ft.². Choctaw and Moore were tied with the lowest overall cost (7¢), and the permit fee was highest in Guthrie at 20¢ p/ft.². Mustang's permit fee of 5¢ is augmented by a $20 base fee.

Electrical Permits

The City of Mustang charges 5¢ p/sq.² for all area under roof, which is well above the Metro average of 4.2¢ p/ft.². Guthrie was considerably higher than all others (15¢ p/ft.²) and Moore was the lowest.

Mechanical Permits

The average price of a mechanical permit to build the subject project is $66.84, which amounts to approximately 3.4¢ p/ft.² for all heated space. Mustang's fee of 5¢ p/sq.² was only surpassed by Guthrie (15¢ p/sq.²). Again, Moore was the lowest.

Plumbing Permits

The highest price for plumbing permits was also found in Guthrie (15¢ p/sq. ft.²) and the lowest was Moore (no separate fee for plumbing permits). Mustang's price of 6¢ p/ft.² was about one-half of a cent below average.

Right-of-Way (Driveway Approach/Curb Cut, Sidewalk) Permits

Over one-third of the cities surveyed appeared to include the cost of right-of-way work in the building permit fee, but Mustang does not. Our fee is $30, which is about 15% below average. Oklahoma City ($111.16) was the highest by far.

Certificates of Occupancy

Less than half the cities surveyed charged for a C.O. when the house was finished.

Utility Connection Fees (Page 5)

In some cases it was difficult to discern the total costs to connect to public utilities. These fees are often called by different names depending on the community, but the particulars mean little to most homebuilders who view them as just another out-of-pocket expense.

There were cities that had a variety of residential meter sizes to select from and there were others who offered only a couple of choices. We asked each community for the price of the *smallest* meter available. Mustang's smallest regular meter is ¾", but there were other systems that routinely set 5/8" meters and some whose smallest meter was 1".

We combined all connection fees, excises taxes and impact fees to arrive at the following costs:

	Water Connection	Sewer Connection
Choctaw	$ 300	$ 150
Edmond	$1648	$1027
El Reno	$ 475	$ 250
Guthrie	$ 723	$ 500
Moore	$ N/A*	$ 700
Mustang	$ 710	$1275
Norman	$1400	$2339
OKC	$ 165*	$ 150
Piedmont	$1050	$1200
Tuttle	$1050	$1775
Yukon	$ 950	$ 50
AVERAGE:	**$ 770.09**	**$ 856**

	Water	**Sewer**
Most Expensive:	Edmond	Norman
Least Expensive:	Moore	Yukon

SUMMARY

The Metro area average cost for building permit and connection fees for a "typical" single-family residence is $2451.03. City costs to build the same home in Mustang are estimated at $2622.97, which means we're about 6.6% above average. Almost 40% of our costs are sewer impact fees being used for repayment on an OWRB loan.

Last year, we performed 210 *re-inspections* of faulty work! If we raised this cost, it would likely improve the quality of work and increase revenues. We are well below average on this cost, and are recommended an increase as outlined below:

REINSPECTION FEES

	1st Trip	2nd Trip	3rd Trip
Choctaw	$25	$25	$25
Edmond	$50	$100	$100
El Reno	$25	$25	$25
Guthrie	$25	$25	$25
Moore	$15	$15	$15
Mustang	$15	$15	$15
Norman	$25	$25	$25
OKC	$38.50	$38.50	$38.50
Piedmont	$25	$25	$25
Tuttle	$25	$25	$25
Yukon	$30	$30	$60
Average	**$27.14**	**$31.68**	**$34.41**
Recommended:	**$30**	**$40**	**$50** **(same trade, same violation)**

We discussed overhauling our right-of-way permit regulations at the April 7, 2014 work session. Unless Council objects, we will present an ordinance to implement right-of-way inspection fees at the November 18, 2014 meeting. We will also recommend a fee schedule simultaneously.

We feel these recommended changes would help close that gap between the cost of services rendered and revenues received.

City of Mustang Residential Building Permit Fee Study

September 2014

Subject for Analysis: New single-family residence on subdivision lot. Total footage under roof: 2727 sq. ft. Total heated space: 1957 sq. ft. 30' curb cut (5' radii, 20' driveway); smallest water meter via short service, 4" sanitary sewer tap; $235,000 estimated build cost.

CITY:	Choctaw	Edmond	El Reno	Guthrie	Moore	Mustang	Norman	OKC	Piedmont	Tuttle	Yukon	Averages
BUILDING PERMIT FEES												
Plan Review Fee:	$25.00	$55.00	$136.35	$54.54	$0.00	$50.00	$76.36	$0.00	$0.00	$0.00	$60.00	**$41.57**
Building Permit:	$78.28	$145.28	$136.35	$490.86	$78.28	$156.35	$305.42	$436.32	$254.90	$191.75	$327.24	**$236.46**
Electrical Permits:	$25.00	$120.00	$75.00	$409.05	$0.00	$136.35	$166.35	$119.00	$80.00	$55.00	$81.81	**$115.23**
Mechanical Permits:	$25.00	$105.00	$25.00	$156.56	$0.00	$97.85	$97.85	$68.00	$60.00	$55.00	$25.00	**$65.02**
Plumbing Permits:	$25.00	$267.00	$74.54	$293.55	$0.00	$117.42	$117.42	$170.00	$145.00	$55.00	$206.81	**$133.79**
Curb Cut/Driveway/Sidewalk Permit:	$0.00	$30.00	$65.00	$50.00	$0.00	$30.00	$0.00	$111.16	$50.00	$0.00	$75.00	**$37.38**
Certificate of Occupancy:	$0.00	$0.00	$10.00	$0.00	$15.00	$0.00	$0.00	$11.00	$0.00	$0.00	$25.00	**$5.55**
TOTAL BUILDING PERMIT FEES:	**$178.28**	**$722.28**	**$522.24**	**$1,454.56**	**$93.28**	**$587.97**	**$763.40**	**$915.48**	**$589.90**	**$356.75**	**$800.86**	**$635.00**
UTILITY CONNECTION FEES												
Smallest Standard Water Meter:	$150.00	$542.00	$475.00	$723.00	$225.00	$560.00	$250.00	$83.00	$1,050.00	$650.00	$850.00	**$505.27**
Who makes tap, sets meter?:	City	City	City	City	Contractor	City	City	Contractor	Contractor	City	City	**CITY**
4" Sanitary Sewer Tap:	$150.00	$0.00	$250.00	$500.00	$50.00	$275.00	$0.00	$0.00	$0.00	$750.00	$0.00	**$179.55**
Who makes tap, sets saddle?:	Contractor	Contractor	Contractor	Contractor	$0.00	Contractor	Contractor	Contractor	Contractor	Contractor	Contractor	**OTHER**
Other miscellaneous costs:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
TOTAL UTILITY CONNECTION FEES:	**$300.00**	**$542.00**	**$725.00**	**$1,223.00**	**$275.00**	**$835.00**	**$250.00**	**$83.00**	**$1,050.00**	**$1,400.00**	**$850.00**	**$684.82**
IMPACT FEES & EXCISE TAXES												
Water system fee:	$150.00	$1,106.00	$0.00	$0.00	$0.00	$150.00	$1,150.00	$165.00	$0.00	$400.00	$100.00	**$292.82**
Sewer system fee:	$0.00	$1,027.00	$0.00	$0.00	$700.00	$1,000.00	$2,339.00	$150.00	$1,200.00	$1,025.00	$50.00	**$681.00**
Park fees:	$20.00	$0.00	$0.00	$0.00	$100.00	$50.00	$150.00	$0.00	$0.00	$0.00	$35.00	**$32.27**
Storm water quality fees:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$80.00	$0.00	$0.00	$0.00	$0.00	**$7.27**
Other impact fees:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$750.00	$0.00	$0.00	**$68.18**
Other miscellaneous costs:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
TOTAL IMPACT FEES:	**$170.00**	**$2,133.00**	**$0.00**	**$0.00**	**$800.00**	**$1,200.00**	**$3,719.00**	**$315.00**	**$1,950.00**	**$1,425.00**	**$185.00**	**$1,081.55**
	$648.28	**$3,397.28**	**$1,247.24**	**$2,677.56**	**$1,168.28**	**$2,622.97**	**$4,732.40**	**$1,313.48**	**$3,589.90**	**$3,181.75**	**$1,835.86**	**$2,401.36**

AVERAGE METRO COST TO BUILD: **$2,401.36**

COUNTY AVG. COST TO BUILD: **$2,121.89**

Note: Includes El Reno, Mustang, Piedmont & Oklahoma City

Water	$300.00	$1,648.00	$475.00	$723.00	$0.00	$710.00	$1,400.00	$165.00	$1,050.00	$1,050.00	$950.00	**$770.09**
Sewer	$150.00	$1,027.00	$250.00	$500.00	$700.00	$1,275.00	$2,339.00	$150.00	$1,200.00	$1,775.00	$50.00	**$856.00**

ORDINANCE NO. 812

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE MUNICIPAL CODE BY AMENDING THAT PORTION OF CHAPTER 42, SECTIONS 42-18,38,94,106 AND 118-, FEE SCHEDULE; PROVIDING FEES FOR BUILDING PERMITS; PLAN REVIEW FEES; SEWER CONNECTION FEES; SIGN PERMITS; ELECTRICAL PERMITS; MECHANICAL PERMITS; PLUMBING PERMITS; SEPTIC PERMITS; DRIVEWAY PERMITS; PRELIMINARY PLAT APPLICATION FEES; FINAL PLAT APPLICATION FEES; WATER METERS; MINIMUM PERMITS; AND WATER WELL DRILLING PERMITS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

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

Section 1. That a portion of Chapter 42, Sections 42-18,38,94,106 and 118, of the municipal Code of the City of Mustang, Oklahoma, is hereby amended to read as follows:

SECTION 42-18,38,94,106 and 118 FEE SCHEDULE. The following are fees for building permits; plan review fees; sewer connection fees; sign permits; electrical permits; mechanical permits; plumbing permits; septic permits; driveway permits; preliminary plat application fees; final plat application fees; water meters; minimum permits; and water well drilling permits:

(1) PLAN REVIEW FEES (42-18)

Residential Single Family	$ 50.00
Residential Multi-Family	$100.00
Church/Public Use Building	$100.00 + 2 cents per sq. ft.
Commercial	$100.00 + 2 cents per sq. ft.

(2) BUILDING PERMITS FEES (42-18)

Residential
Building permit $20 + 5 cents sq. ft.
Electrical Permit 6 cents sq. ft
Mechanical Permit 5 cents sq. ft.
Plumbing Permit 6 cents sq. ft.
Septic Permits new $100.00
Septic Permits repair $50.00
Driveway Permit new $30.00
Driveway Permit repair $40.00
Minimum Permit $50.00

Commercial
Building permit $50 + 6 cents sq. ft
Electrical Permit 6 cents sq. ft.
Mechanical Permit 5 cents sq. ft.
Plumbing permit 6 cents sq. ft.
Septic Permit new $100.00
Septic Permit repair $50.00
Driveway Permit new $30.00
Driveway permit repair $40.00
Minimum Permit $50.00

(3) ENVIRONMENT (42.38)

(b) Water Well Drilling

Water Well Permit $50.00

(4) SIGNS (42-94)

Portable	$30.00
0-100 sq. ft	$35.00
101-200 sq. ft	$40.00
201-500 sq, ft	$50.00
501 or more	$60.00

(5) SUBDIVISIONS (42-106)

(c) Application for approval of preliminary plat

(1) For developments with lots 2 acres or greater: $250.00 plus $4.00 per lot for developments up to 50 lots and $2.00 per lot for each lot over 50 lots.

(2) For developments with lots less than two acres $250.00 plus $2.00 per lot for developments up to 50 lots and $1.00 per lot for each lot over 50 lots.

(d) Application for approval of final plat

(1) For developments with lots 2 acres or greater: $350.00 plus $4.00 per lot for developments up to 50 lots and $2.00 per lot for each lot over 50 lots.

(2) For developments with lots less than two acres $350.00 plus $3.00 per lot for developments up to 50 lots and $2.00 per lot for each lot over 50 lots.

(6) UTILITIES (42-118)

(a)(1) Water Meter installation:

Size	Privately Installed	City installed	
		Installation	Total
¾"	$ 170.00	$390.00	$ 560.00
1"	$ 205.00	$390.00	$ 595.00
1 ½"	$ 575.00	$390.00	$ 965.00
2"	$ 760.00	$390.00	$1,150.00
3"	$1,480.00	$390.00	$1,870.00
4"	$1,940.00	$390.00	$2,330.00

(a)(2) Sewer connection fees:

3"	$200.00
4"	$275.00
5"	$340.00
6"	$425.00
8"	$430.00

Section 2. **REPEALER**

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

Section 3. **SEVERABILITY**

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

~~Section 4. **EMERGENCY**~~

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

PASSED AND APPROVED ~~and the Emergency Clause voted upon separately and passed and approved~~ this 6 day of August, 2002.

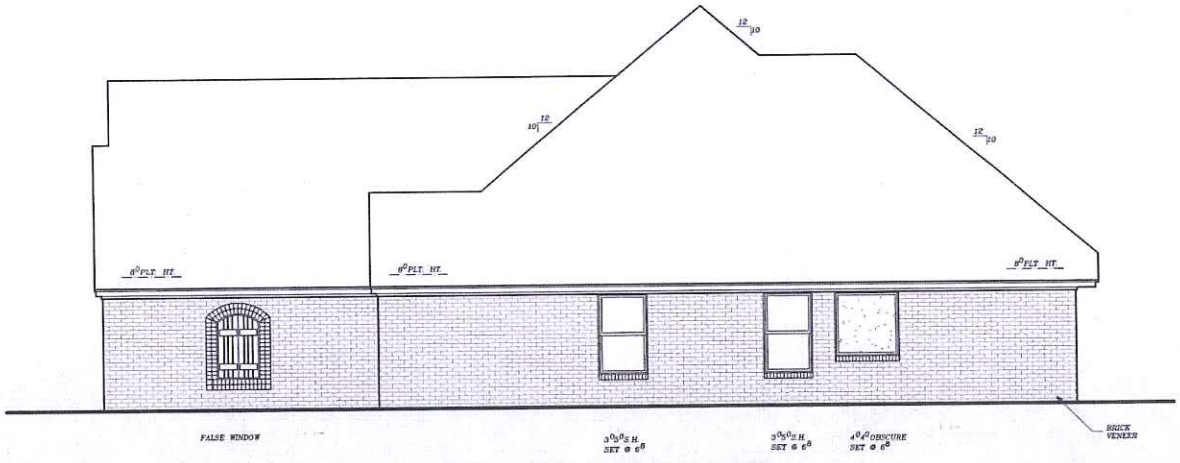
Ross Neckels
Mayor

ATTEST:

Trisha Wineham
City Clerk

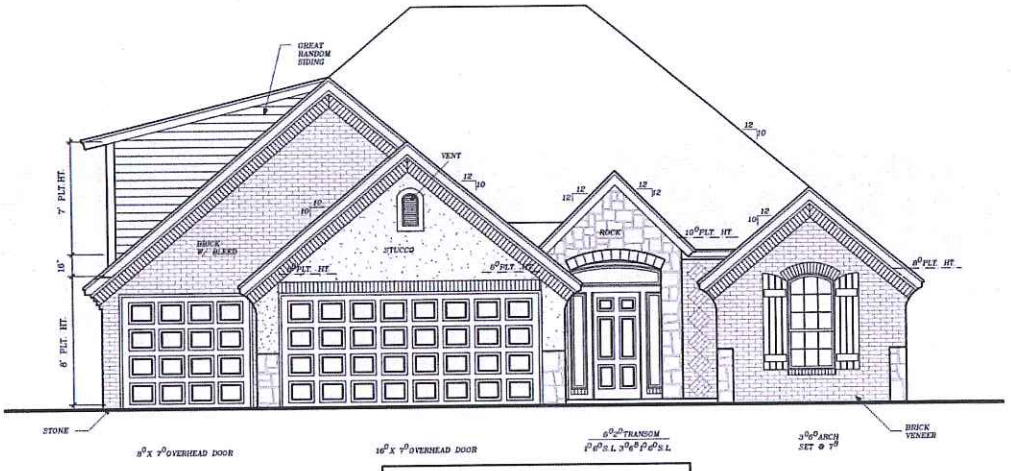
APPROVED as to form this 6 day of August, 2002.

SHERRY BLANKENSHIP
City Attorney



RIGHT ELEVATION

SCALE 1/4" = 1'-0"



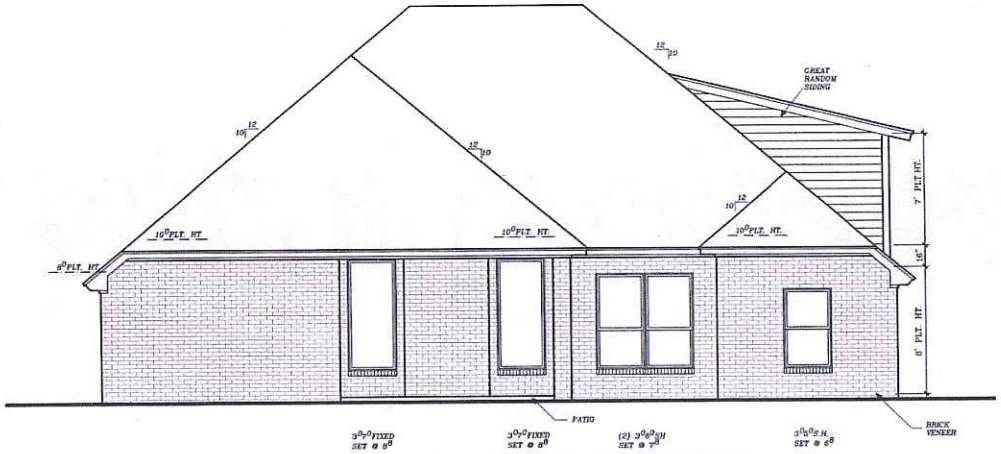
FRONT ELEVATION

SCALE 1/4" = 1'-0"



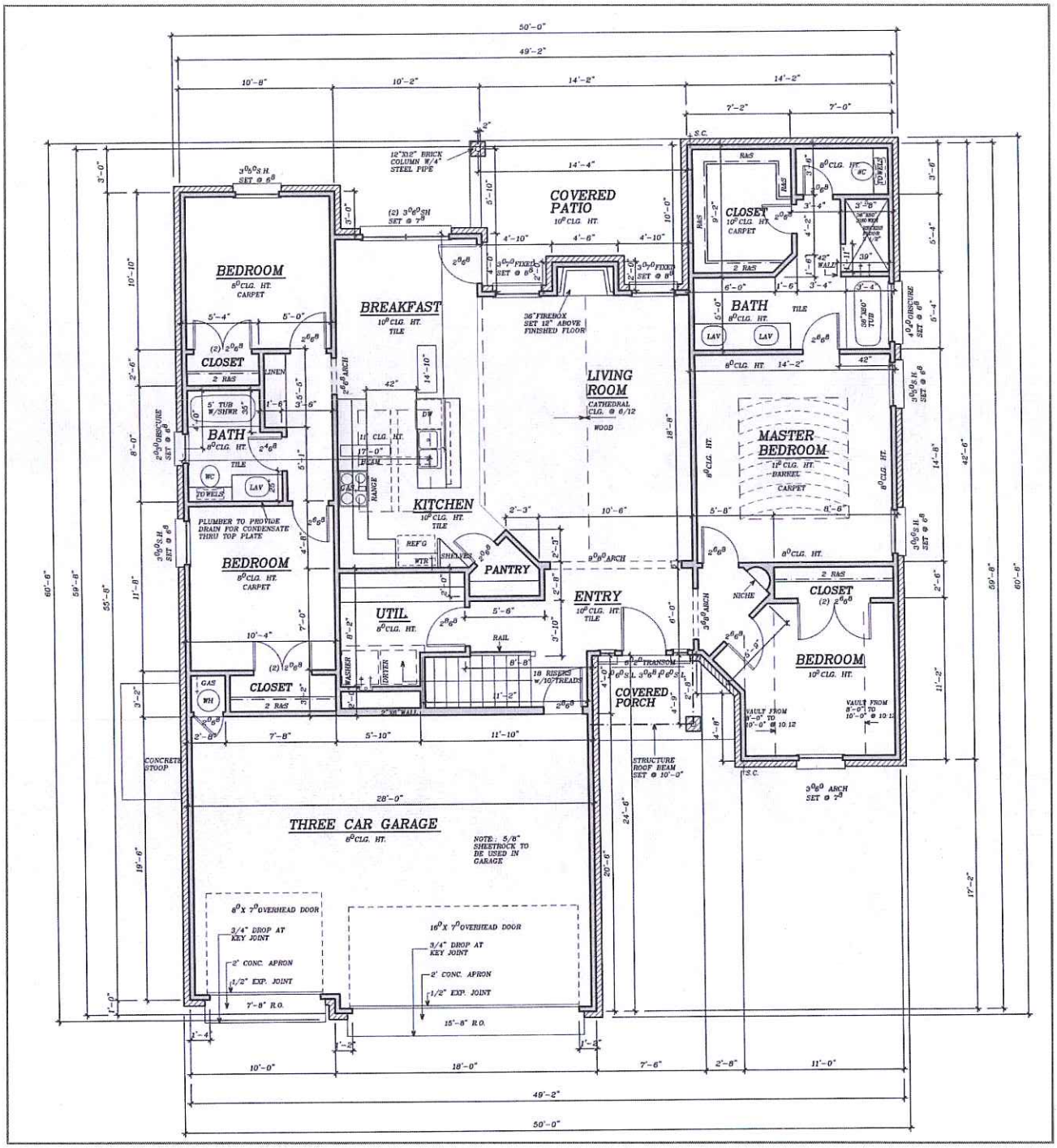
LEFT ELEVATION

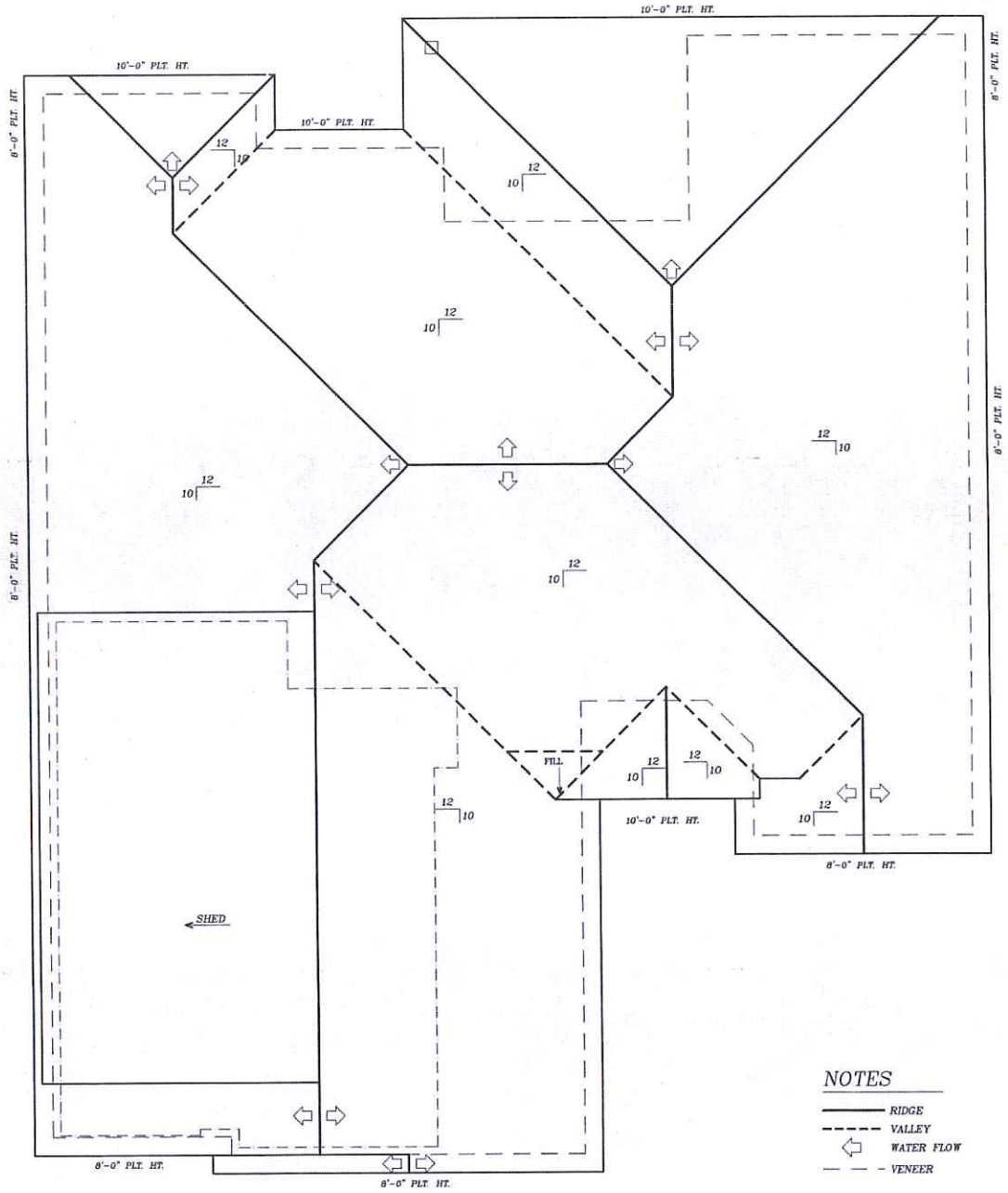
SCALE 1/4" - 1'-0"



REAR ELEVATION

SCALE 1/4" - 1'-0"


BEDROOM
8⁰CLG. HT.
CARPET
CLOSET
2 RAS
LINEN
5' TUB W/SHWR
BATH
8⁰CLG. HT.
TILE
WC
LAV
TOWELS
PLUMBER TO PROVIDE DRAIN FOR CONDENSATE THRU TOP PLATE
BEDROOM
8⁰CLG. HT.
CARPET
CLOSET
2 RAS
GAS
WH
CONCRETE STOOP
BREAKFAST
10⁰CLG. HT.
TILE
KITCHEN
10⁰CLG. HT.
TILE
RANGE
REF'G
WTR
SHELVES
PANTRY
UTIL.
8⁰CLG. HT.
WASHER
DRYER
RAIL
18 RISERS W/10" TREADS
2'-10" WALL
COVERED PATIO
10⁰CLG. HT.
12"X12" BRICK COLUMN W/4" STEEL PIPE
36" FIREBOX SET 12" ABOVE FINISHED FLOOR
LIVING ROOM
CATHEDRAL CLG. @ 6/12
WOOD
ENTRY
10⁰CLG. HT.
TILE
COVERED PORCH
STRUCTURE ROOF BEAM SET @ 10'-0"
THREE CAR GARAGE
8⁰CLG. HT.
NOTE: 5/8" SHEETROCK TO BE USED IN GARAGE
8⁰X 7⁰OVERHEAD DOOR
3/4" DROP AT KEY JOINT
2' CONC. APRON
1/2" EXP. JOINT
7'-8" R.O.
16⁰X 7⁰OVERHEAD DOOR
3/4" DROP AT KEY JOINT
2' CONC. APRON
1/2" EXP. JOINT
15'-8" R.O.
CLOSET
10⁰CLG. HT.
CARPET
2 RAS
BATH
8⁰CLG. HT.
TILE
LAV
MASTER BEDROOM
12⁰CLG. HT.
BARREL
CARPET
CLOSET
(2) 2⁰6⁸
NICHE
BEDROOM
10⁰CLG. HT.
VAULT FROM 8'-0" TO 10'-0" @ 10:12
VAULT FROM 8'-0" TO 10'-0" @ 10:12
3⁰0⁰ ARCH SET @ 7⁰
50'-0"
49'-2"
60'-6"
59'-8"
55'-8"
42'-6"
28'-0"
24'-0"
20'-6"
19'-6"
17'-2"


10'-0" PLT. HT.
10'-0" PLT. HT.
10'-0" PLT. HT.
8'-0" PLT. HT.
8'-0" PLT. HT.
8'-0" PLT. HT.
12
10
FILL
SHED
10'-0" PLT. HT.
8'-0" PLT. HT.
8'-0" PLT. HT.
8'-0" PLT. HT.
NOTES
RIDGE
VALLEY
WATER FLOW
VENEER

C.2.A.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **JUSTIN BATTLES**
ASSISTANT CITY MANAGER

RE: **DISCUSSION OF CITY-WIDE WATER MODEL PROPOSAL COWAN GROUP**

DATE: October 13, 2014

BACKGROUND:
Attached you will find a city-wide water model proposal from Cowan Group. The proposal covers the scope of services provided by Cowan Group. Phases of the water model are listed below.

- PHASE I – Survey and Mapping
- PHASE II – Planning and Investigation
- PHASE III – Hydraulic modeling
- Phase IV – Final report
- PHASE V – Model maintenance

The City of Mustang identified the need for a city-wide water model to assist in continued development and support of our current water system. Staff's goal is to be efficient with our water system so that we may provide the best information and service to our residents and businesses. A water model will assist in these areas and help the City of Mustang manage its water resource efficiently and effectively.

COWANGROUP
www.cowangroup.co ENGINEERING

September 11, 2014

Justin Battles
Assistant City Manager
City of Mustang
1501 N. Mustang Road
Mustang, OK 73064

RE: City-Wide Water Model Proposal

Dear Mr. Battles:

Pursuant to our meeting and conversation, Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our professional services and welcomes the opportunity to present a proposal to you for engineering services for the subject project. The following outlines general project data and detailed scope of services for the subject project:

GENERAL PROJECT DATA

Our proposal for services is based on the following site data:

- Project Name – City-Wide Water Model
- Project Location – City of Mustang and parts of City of Oklahoma City (See Attachment "A")
- Project Owner – Mustang Improvement Authority (Owner or City)
- Project Type – Water

GENERAL CORRESPONDENCE & MEETINGS

- Owner to provide aerial land survey, water line drawings, pump information, GIS shape files
- Owner to deliver to Consultant all record drawings, land surveys, sketches in electronic format
- General correspondence & meetings with Owner

BASIC SCOPE OF SERVICES

The City has identified a need to develop detailed maps and hydraulic modeling of the water system. The purpose of this project is to develop a calibrated dynamic hydraulic model of the water distribution system that can be utilized as a decision tool for long-term planning, budgeting and improvements to the water system.

Historically, the City has obtained mapping of the water system, but it is now considered incomplete due to new developments and City growth. CGE proposes to develop accurate and complete water distribution maps utilizing GIS technology which will be validated through aerial mapping and on-site survey at key locations.

The hydraulic model will be developed through a comprehensive approach that will be based upon the new water system maps and include detailed planning, field verification, software modeling and a final

report. CGE will utilize a tiered approach within the hydraulic model that will evaluate the system in a broad overview, then refine the model to assess water quality issues, pressure and fire flow throughout the distribution system with a focus on areas of concern that have been previously identified by the City or become apparent through the hydraulic modeling.

The first tier of the model will involve an evaluation of the primary infrastructure including groundwater sources, storage tanks & towers, booster pump stations and water lines that are 6-inches and greater. Field data will be collected to calibrate and validate the hydraulic model. The model will be used to analyze the water distribution system under a variety of demand and flow conditions to identify any system deficiencies and to recommend water distribution system improvements that address water pressure, water quality, fire protection, pipe replacement, system redundancy and long-term water planning.

The second tier of the model will focus on the evaluation of the secondary infrastructure, including smaller line sizes, proposed areas of development and water quality simulations. The final tier is the maintenance component of the model where additions, deletions and modifications to the water system are modeled to assist with planning and development.

The results of the updated mapping and hydraulic model will provide numerous benefits to the City including:

- Increase efficiency for staff operation and maintenance of the water distribution system
- Improve response to problems and emergencies
- Provide relevant information to be used for economic development and planning
- Ability to assess proper blending rates between Oklahoma City and wells, in effort to minimize, and possibly, remove dependency on OKC. In light of the proposed cost increase of OKC water, this will result in hundreds of thousands of dollars of savings to the City.
- Accurate evaluation of new developments with regard to water service
- Comprehensive assessment of fire flow capacity throughout the City
- Capability of expanding the model to evaluate water quality issues such as dead ends, water age and chlorine residuals.
- Define problem areas in the distribution system and prioritize projects for the Capital Improvement Plan

All of these benefits will allow the City to become more proactive in the areas of planning, development, infrastructure improvements, operation and maintenance while decreasing costs through efficient utilization of the City's wells and effective scheduling of capital improvement projects. The City water model infrastructure for evaluation includes the following:

Existing Water Infrastructure to be included in final model:

- Existing water lines include: 6-inch: 47,500 feet, 8-inch: 55,400 feet, 10-inch: 1,600 feet, 12-inch: 70,800 feet, 16-inch: 15,800 feet

- Existing groundwater well collection lines: 84,500 feet
- Two (2) ground storage tanks
- One (1) elevated water tower
- Three (3) water booster stations and appurtenances
- Eleven (11) groundwater wells and appurtenances

The proposed scope of services shall include verifying existing infrastructure maps & aerials, securing GIS information, existing pump information, demand projections, modeling and final report. Below is a detailed scope of services for the City water model:

Phase One – Survey and Mapping

- Coordinate kick-off review meeting with Owner
- Secure GIS Map/Shape Files
- Secure existing aerial land survey of Mustang and respective areas outside Mustang corporate limits
- Survey Boundary Control
- Map development of existing water infrastructure for the aforementioned water infrastructure
- Field pressure readings on selected fire hydrants
- Field Verification of groundwater wells, water towers, booster pumps, fire hydrants, and connections.
- Review meeting with Owner (as required)

Phase Two – Planning and Investigation

- Attend City planning workshop and present scope of work and approach
- Secure record drawings and pump information/operations for the groundwater wells
- Secure record drawings for the OKC connection
- Secure record drawings/reports/operations for water storage tanks and tower
- Secure record drawings and pump information/operations for the water booster stations
- Historical and Projected Populations
- Historical and Projected Water Demands
- Define existing distribution system facilities
    - Sources of water
    - Pressure Zones
    - Pump Stations
    - Storage Facilities
    - Fire Hydrant Data
- City review and verification of existing mapping and infrastructure for modeling
- Review meeting with Owner (as required)

Phase Three – Hydraulic Modeling

- Set up and develop Hydraulic Modeling Method
- Import GIS maps into InfoWater Software
- Input all existing infrastructure facility data into InfoWater software
- Calibrate software model with field mapping, pump date, tower information, pressure testing of existing conditions
- Create hydraulic analysis model under multiple conditions (steady state, extended period, fire flow demands)
- Attend meeting with City for initial findings

Phase Four – Final Report

- Prepare and develop formal report
- Incorporate modeling results into written report
- Develop pressure contour maps
- Tabulate results of hydraulic analysis model
- Tabulate growth projections
- Provide updated/revised maps
- Prepare report and recommendations for distribution system improvements
- Attend City planning meeting and present the findings, conclusions and recommendations

Phase Five – Model Maintenance

- Include new developments and updates
- Provide updates to the water model for changes to existing distribution system & additions

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered based upon the rate schedule in the master agreement date August 5th, 2014.

Additional services may include the following, but not limited to:

- **Aerial topography**
- **Water flows or metering**
- **Design, coordination or construction drawings**
- **Wastewater flow monitoring or draw down evaluations**
- **Wastewater modeling**
- **Right of way or easement research**
- **Ownership or title examination**
- **OWRB water rights updates or revisions**

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	FEE
	Basic Scope of Services	
1	Survey and Mapping	44,700
2	Planning and Investigation	38,600
3	Hydraulic Modeling	43,200
4	Final Report	29,200
5	Model Maintenance	HOURLY
	Total:	155,700

SCHEDULE

Schedules shall be coordinated with Owner (See Attachment "B")

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

COMPENSATION

For BASIC CONTRACT engineering design services performed under this agreement, the Owner shall pay the Consultant **hourly according to the master agreement dated August 5th, 2014 for a maximum fee not to exceed $155,700** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Printing and deliverables will be considered as a Consultant direct expense and will be billed to you at the actual costs.

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Location
- **Attachment "B"** – Schedule and Hours
- **Attachment "C"** – Cowan Group Engineering, LLC General Conditions for professional services

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

COWAN GROUP ENGINEERING, LLC

Jeff Cowan, P.E.
Project Manager

Cc: file

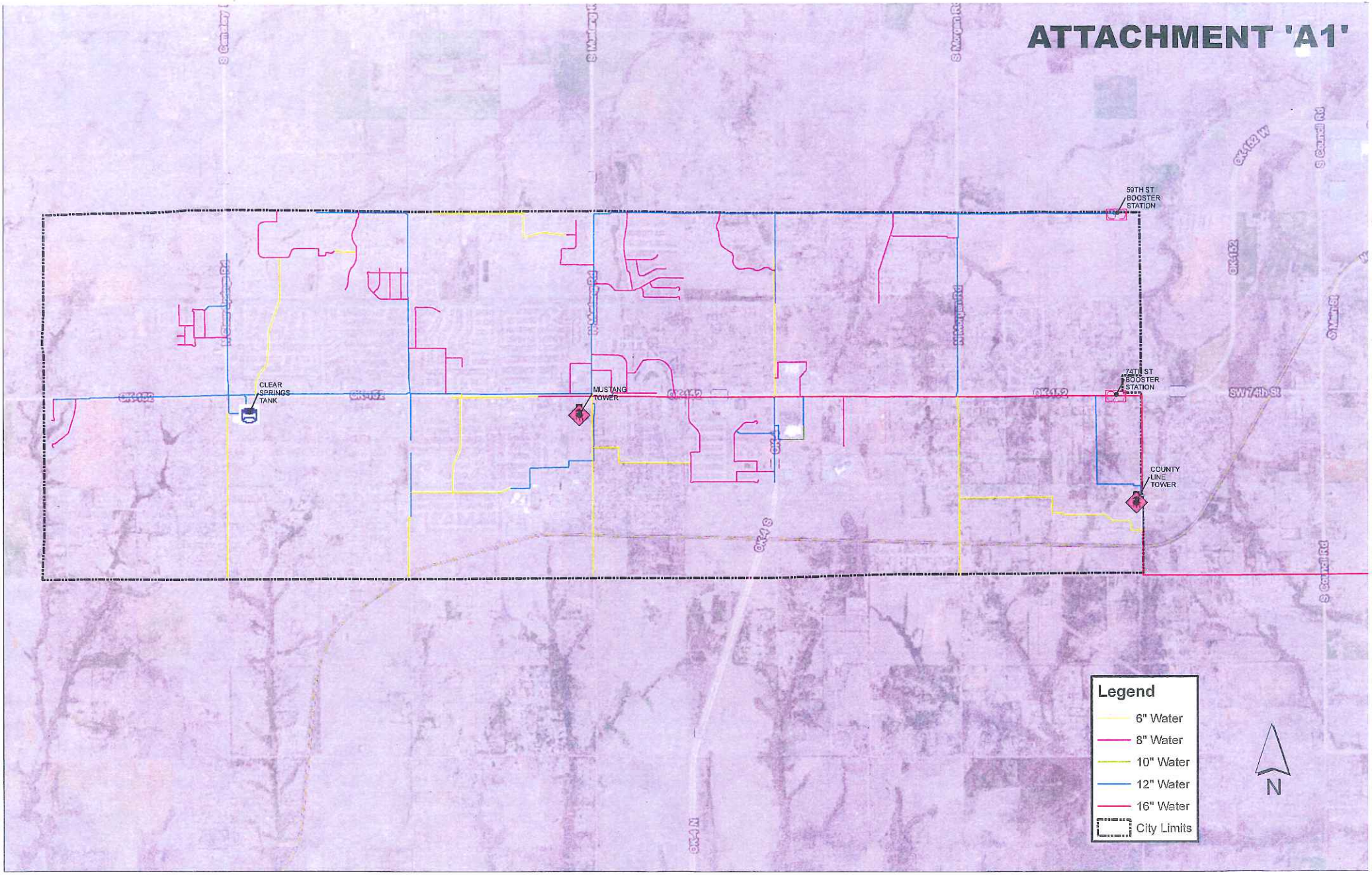
NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

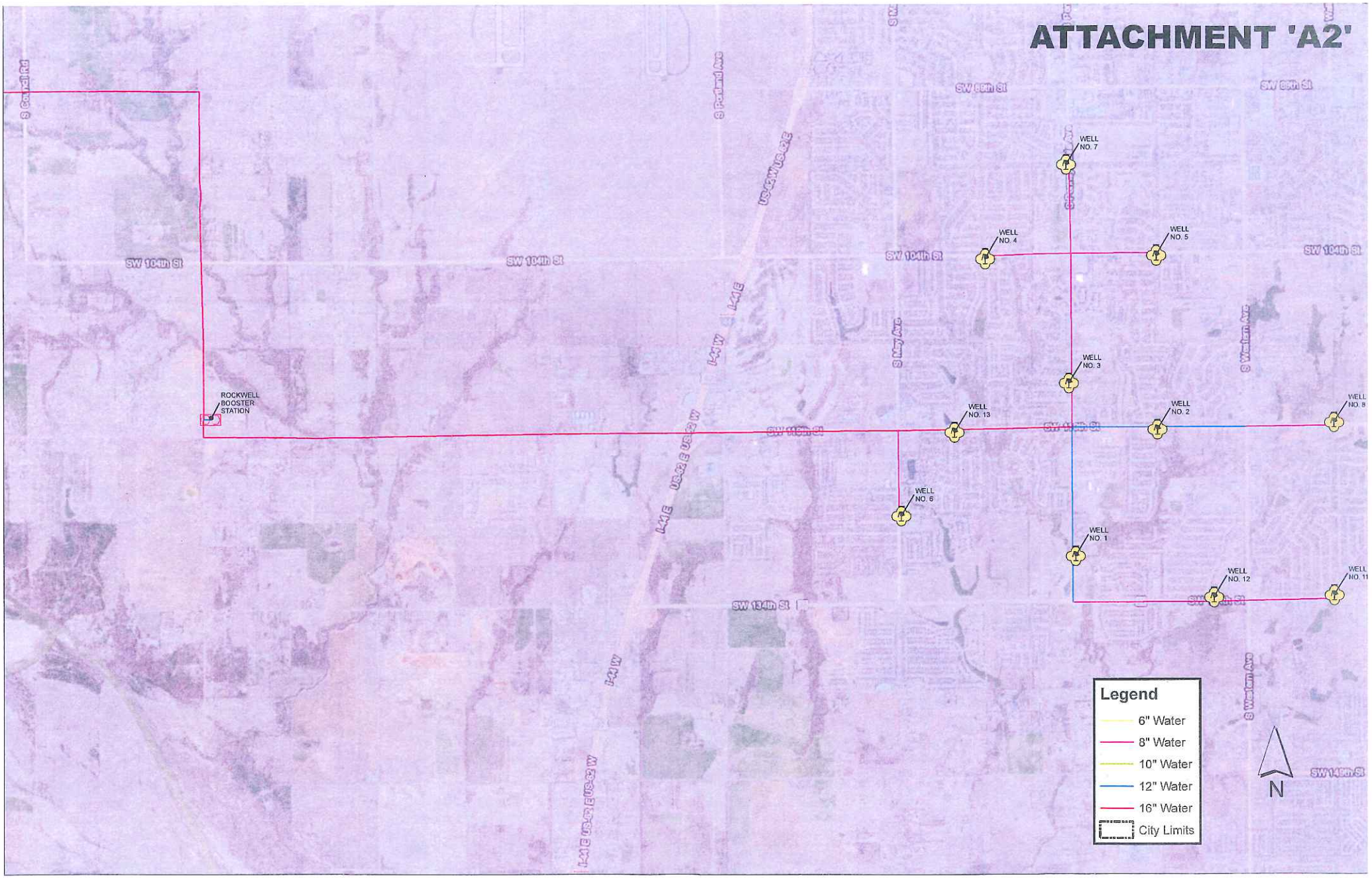
By:_____ For:_____
(Signature) (Organization)

Date:_____

ATTACHMENT 'A1'



ATTACHMENT 'A2'



PROJECT BUDGET SPREADSHEET

ATTACHMENT "B"

PROJECT NAME:	Mustang Water Model
OWNER:	City of Mustang
LOCATION:	Mustang, Oklahoma
CONTRACT DATE:	

SCOPE OF SERVICES		SCHEDULE			PLANNED PERSONNEL BY LOGIN CODE										TOTAL
PH / TSK	DESCRIPTION	START	END	DUR	PR jc	SPM ks	PM rp	PE sf	EI2 mj	ET2 js	LSM gj	LSC js	A bc	C ke	MH's
															0
1	**Survey/Mapping**	09/22/2014 -	11/28/2014 =	67											0
/ 01	Map Development	-	=		2		16			32					50
/ 02	Survey Control	-	=							40		32			72
/ 03	Aerial Mapping	-	=												0
/ 04	GIS/Atlas Cleanup and Corrections	-	=							68					68
/ 05	Field Land Survey/Locates	-	=						24	40	4	100			168
		-	=												0
		-	=												0
2	**Planning/Investigation**	10/01/2014 -	11/14/2014 =	44											0
/ 01	Project Management	-	=		4		32								36
/ 02	Data Gathering & Projections	-	=				8	24	24						56
/ 03	Growth & Demand Projections	-	=					40	24						64
/ 04	Systems Analysis	-	=				30	44	40						114
/ 05	Agency Coordination	-	=				16	24							40
		-	=												0
3	**Water Distribution Modeling**	10/30/2014 -	2/6/2015 =	99											0
/ 01	Project Management	-	=		4		30								34
/ 02	Data Gathering	-	=					40	32						72
/ 03	Model Setup	-	=					80							80
/ 04	Model Calibration	-	=			24		40							64
/ 05	Analysis/Pressure Map	-	=			24		40	28						92
/ 06	Presentations	-	=		4		4								8
		-	=												0
		-	=												0
4	**Report**	1/12/2015 -	3/27/2015 =	74											0
/ 01	Project Management	-	=		4		24								28
/ 02	Tabulate Growth Projections	-	=				16	20							36
/ 03	Tabulate Model	-	=					24							24
/ 04	Revised/Update Maps	-	=							16					16
/ 05	Final System Analysis	-	=				16	16							32
/ 06	Report	-	=				60						8	24	92
/ 07	Presentations	-	=		4		8								12
		-	=												0
		-	=												0
		-	=												0
		-	=												0
		-	=												0
		-	=												0
		-	=												0
		-	=												0
	TOTAL MANHOURS FOR EACH CATEGORY:				22	48	260	392	172	196	4	132	8	24	1258

ATTACHMENT "C"
COWAN GROUP ENGINEERING, LLC
GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services**. This Agreement is entered into between **Client** and **Cowan Group Engineering, LLC** ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.

2. Payment. Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.

3. Work Product. Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions ("Services") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services, field data, and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.

4. Standard of Care. Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

5. Construction Observation. If included in the Services, Consultant's services during construction shall be limited to observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.

6. Client Responsibilities. Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.

7. Electronic Media. Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.

8. Dispute Resolution. The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.

9. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.

10. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.

Information will be provided at the Work Session for Item C.2.B. – COWRA.

C.3.A.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **TIMOTHY ROONEY**
CITY MANAGER

RE: **DISCUSSION REGARDING SOUTH MUSTANG ROAD TRANSPORTATION AND DRAINAGE IMPROVEMENTS**

DATE: October 9, 2014

BACKGROUND:
In order to address historic transportation and drainage concerns along South Mustang Road between Highway 152 and 89th Street, staff plans to approach the City of Mustang's street engineer (EST Inc.) to begin the process of developing plans and design specifications for improvements in this area. As you are aware, the issues with any improvements with South Mustang Road are numerous relating to available right-of-way, utility relocation, drainage, and traffic flow in and around Mustang Public Schools.

By taking this initial step, staff and the City of Mustang will be able to begin the process of planning for these improvements and obtaining cost estimates for them. Staff has placed this item on the work session agenda in order to see if the City Council has any objections to this course of action. If there are no objections expressed, staff will move forward.

C.4.A.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **TIMOTHY ROONEY**
CITY MANAGER

RE: **HEALTHY COMMUNITIES INCENTIVE GRANT PROGRAM**
CERTIFIED HEALTHY COMMUNITIES

DATE: October 7, 2014

BACKGROUND:
As was communicated in the September 12, 2014 and October 3, 2014 editions of the City Manager's Report, staff has been working with Ms. Jennifer Kellbach, Tobacco Prevention Coordinator with the Canadian County Health Department regarding the City of Mustang's possible participation in the Healthy Communities Incentive Grant program. The Oklahoma Tobacco Settlement Endowment Trust (TSET) offers Healthy Communities Incentive Grants to cities that receive certification through the Certified Healthy Communities (CHC) program, which is administered by the Oklahoma State Department of Health (OSDH).

In order to receive a grant – which can include funds of up to a total of $100,000 – a community must go through an application process answering a series of questions regarding steps the community has taken, is taking, or is willing to take in order to discourage the use of tobacco and alcohol within their community…specifically on publically owned property. The level of funding received is directly dependent upon the incentive level achieved by the community –be it bronze, silver, or gold. A community may be bronze one year, then go for silver, then go for gold with each level achieved receiving a funding grant. Any funds received could be utilized toward healthy and/or recreational programs (trails, recreation center equipment, etc.).

One of the first steps in the application process is for an interested community to adopt an ordinance that restricts the use of all tobacco and e-cigarettes on any public property (both indoor and outdoor) owned by that community. A copy of the sample ordinance is attached for your information and review. Several Oklahoma communities have adopted this ordinance and have taken advantage of the Certified Healthy Communities program – most recently the City of Yukon in June. Additional information regarding the program – the different incentive levels, the criteria for each incentive level, and the online application are attached for your review.

Staff would like to put the ordinance on the agenda for consideration and adoption at the October 21, 2014 meeting. Applications to participate in the program need to be submitted no later than November 1, 2014.

ATTACHMENTS:
1. Sample ordinance
2. Additional Certified Healthy Communities Information (incentive levels, criteria, application)

SAMPLE ORDINANCE

Smoking in Public Places and Indoor Workplaces

Ordinance Number _____

SECTION I: DEFINITIONS

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

(a) *Indoor workplace* means any indoor place of employment or employment-type service for or at the request of another individual or individuals, or any public or private entity, whether part-time or full-time and whether for compensation or not. Such services shall include, without limitation, any service performed by an owner, employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant or volunteer. An indoor workplace includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, and all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like. The provisions of this section shall apply to such indoor workplace at any given time, whether or not work is being performed;

(b) *Electronic smoking device* means an electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver an inhaled dose of nicotine or other substances. Electronic smoking device includes any such device, whether manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor;

(c) *Outdoor area* means any covered area, partially covered area or area open to the sky that is on a property owned by the city.

(d) *Public place* means any enclosed indoor area where individuals other than employees are invited or permitted; the term is synonymous with the phrase any indoor place used by or open to the public;

(e) *Restaurant* means any eating establishment regardless of seating capacity;

(f) *Recreational area* means any area that is owned, controlled or used by the City of _____ and open to the general public for recreational purposes, regardless of any fee or age requirement. The term 'Recreational Area' includes but is not limited to parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, beaches surrounding lakes and skateboard parks.

(g) *Smoking* means the carrying by a person of a lighted cigar, cigarette, pipe or other lighted smoking device;

(h) *Stand-alone bar, stand-alone tavern, and cigar bar* mean an establishment that derives more than 60 percent of its gross receipts, subject to verification by competent authority, from the sale of alcoholic beverages and low-point beer and no person under 21 years of age is admitted, except for members of a musical band employed or hired as provided in paragraph 2 of subsection B of Section 537 of Title 37 of the Oklahoma Statutes and that is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including a restaurant; and

(i) *Tobacco product* means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. "Tobacco Product" does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

SECTION II: PROHIBITION OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES IN CERTAIN PLACES PROHIBITED

(a) The possession of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law.

(b) All buildings and other properties, including indoor and outdoor areas, owned or operated by this city, shall be entirely tobacco free to include all forms of tobacco products including electronic smoking devices.

(c) All indoor and outdoor recreational areas owned or operated by this city, shall be entirely tobacco free to include all forms of tobacco products including electronic smoking devices.

SECTION III: EXEMPTIONS

The restrictions provided in Section II shall not apply to the following:

(a) stand-alone bars, stand-alone taverns and cigar bars;

(b) the room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games;

(c) up to 25 percent of the guest rooms at a hotel or other lodging establishment;

(d) retail tobacco stores predominantly engaged in the sale of tobacco products and accessories and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises;

(e) workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access. "Incidental public access" means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business;

(f) workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access;

(g) private offices occupied exclusively by one or more smokers;

(h) private residences and workplaces within private residences, except that smoking shall not be allowed inside any private residence that is used as a licensed child care facility during hours of operation;

(i) medical research or treatment centers, if smoking is integral to the research or treatment;

(j) a facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to Sections 501 (c)(8), 501 (c)(10) or 501 (c)(19) of the Internal Revenue Code, 26 U.S.C., Sections 501 (c)(8), 501 (c)(10) or 501 (c)(19), when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public; and

(k) any outdoor seating area of a restaurant; provided, smoking shall not be allowed within 15 feet of any exterior public doorway or any air intake of a restaurant.

SECTION IV: DESIGNATED SMOKING ROOMS AND AREAS

(a) An employer not otherwise restricted from doing so under this article may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted directly to the outside in such a manner that no smoke can drift or circulate into a nonsmoking area. No exhaust from a smoking room shall be located within 15 feet of any entrance, exit or air intake.

(b) If smoking is to be permitted in any space exempted in Section III of this article or in a smoking room pursuant to Subsection (a) of this section, such smoking space must either occupy the entire enclosed indoor space or, if it shares the enclosed space with any nonsmoking areas, the smoking space shall be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room shall not be exhausted within 15 feet of any entrance, exit or air intake. Any employer may choose a more restrictive smoking policy, including being totally smoke free.

(d) A nursing facility licensed pursuant to the Nursing Home Care Act may designate smoking rooms for residents and their guests. Such rooms shall be fully enclosed, directly exhausted to the outside, and shall be under negative air pressure so that no smoke can escape when a door is

opened and no air is recirculated to nonsmoking areas of the building.

(d) Restaurants shall be totally nonsmoking or may provide nonsmoking areas and designated smoking rooms. Food and beverage may be served in such designated smoking rooms which shall be in a location which is fully enclosed, directly exhausted to the outside, under negative air pressure so smoke cannot escape when a door is opened, and no air is recirculated to nonsmoking areas of the building. No exhaust from such room shall be located within 25 feet of any entrance, exit or air intake. Such room shall be subject to verification for compliance with the provisions of this subsection by the State Department of Health.

SECTION V: POSTING

(a) The person who owns or operates a place where smoking or tobacco use is prohibited by law shall be responsible for posting a sign or decal, at least four inches by two inches in size, at each entrance to the building indicating that the place is smoke-free or tobacco-free.

(b) Responsibility for posting signs or decals shall be as follows:

(1) in privately owned facilities, the owner or lessee, if a lessee is in possession of the facilities, shall be responsible;

(2) in corporately owned facilities, the manager and/or supervisor of the facility involved shall be responsible; and

(3) in publicly owned facilities, the manager and/or supervisor of the facility shall be responsible.

SECTION VI: VIOLATION AND PENALTY

Any person who knowingly violates this article is guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not less than $10.00 nor more than one hundred dollars ($100.00).

SECTION VII: ENFORCEMENT

The State or local governmental agency or the person who owns or operates a public place shall, at a minimum, do the following in order to prevent smoking in public places:

(a) post signs at entrances to places where smoking is prohibited which state that tobacco use is prohibited or that the indoor environment is free of tobacco smoke; and

(b) ask tobacco users to refrain from using any form of tobacco products, including electronic smoking devices upon observation of anyone violating the provisions of this act.

Population Size	Bronze	Silver	Gold	Maximum Combined
Rural 0 – 4,299	$4,000	$6,000	$10,000	$20,000
Small 4,300 – 13,999	$10,000	$16,000	$24,000	$50,000
Medium 14,000 – 29,999	$16,000	$34,000	$50,000	$100,000
Large 30,000 – 79,999	$20,000	$50,000	$60,000	$120,000
Metro 80,000 +	$25,000	$50,000	$100,000	$175,000
OKC/Tulsa	$50,000	$75,000	$150,000	$275,000

Healthy Communities Incentive Grants Criteria

The following is grant criteria. Please use the listed criteria to prepare to answer application questions and upload required documentation in the on-line grant application system.

Bronze Incentive Level

- Community has adopted an ordinance that prohibits smoking indoors and outdoors on city owned/operated properties. (Refer to 63 O.S. 2011 Section 1 - 1527andOklahoma Senate Bill 501 effective November 1, 2013)
- Community has an ordinance or policy allowing Farmer's markets
- Community makes information available to general public about the Oklahoma Tobacco Helpline 1-800-QUIT-NOW/1-800-784-8669 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.)
- Community makes information available to general public about the Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.)
- Community requires approval for new retailers selling alcohol for off-site consumption near schools and places of worship.
- District has a 24/7 Tobacco Free policy for Students, Faculty, Staff, Visitors and anyone providing services on school property, inclusive of electronic cigarettes/vapor devices or any other product packaged for smoking or the simulation of smoking (largest public school district in community).
- There are Certified Healthy Businesses in our community. Community has a minimum of certified businesses, (other than health departments) based on community size, that were certified in 2013.Rural - 1 Business Small - 2 Businesses Medium - 3 Businesses Large - 4 Businesses Metro - 5Businesses OKC & Tulsa - 10 Businesses

Silver Incentive Level – All Bronze Incentive Criteria + the Following:

- Community enforces the Social Host ordinance/law to hold those who allow underage drinking or drug use legally accountable if the property it occurs on is under their control
- Community ensures equal consideration for safety and mobility for all users of all modes of transportation "complete streets" (in planning efforts)
- Community does not allow alcohol marketing/advertising at city-sponsored events (i.e. county fairs, rodeos, motor sports, other sporting events, parades, concerts, museums, dances, festivals, etc.)
- Community does not allow tobacco/e-cig/vapor device marketing/advertising at city-sponsored events (i.e. county fairs, rodeos, motor sports, other sporting events, parades, concerts, museums, dances, festivals, etc.)
- Community makes information available to the general population about the Problem Gambling Hotline 800-522-4700

- Community provides information on how to access mental health and substance abuse treatment and clinical services (i.e. faith-based community efforts, local mental health and substance abuse providers, local website, flyers, pamphlets, billboards, media, etc.)
- Public health advocates and stakeholders are included in community development and zoning regulations (health in policies)

Gold Incentive Level- All Bronze and Silver Incentive Criteria + the Following:

- Active Safe Routes to School or Walking School Bus program
- All city-owned/operated properties are alcohol and drug free (if alcohol is allowed at special events, community must have written policies)
- All city-owned/operated properties are tobacco* free(indoors and outdoors)* includes chewing tobacco, snuff and e-cigarettes
- Community farmer's markets, corner stores and grocery stores accept (WIC) Women, Infants and Children, (SNAP) Supplemental Nutrition Assistance Program, and Senior Nutrition Vouchers
- Community has frequent compliance checks conducted by local law enforcement to identify and discourage illegal sales of tobacco and alcohol and the results are made public.
- Community investment in safe, alcohol-free activities for prom and graduation
- Community is engaged in a local community needs assessment addressing public health issues
- Community regulates and limits storefront signage that contains advertisements covering windows
- District has a 24/7 Tobacco Free policy for Students, Faculty, Staff, Visitors and anyone providing services on school property, inclusive of electronic cigarettes/vapor devices or any other product packaged for smoking or the simulation of smoking.

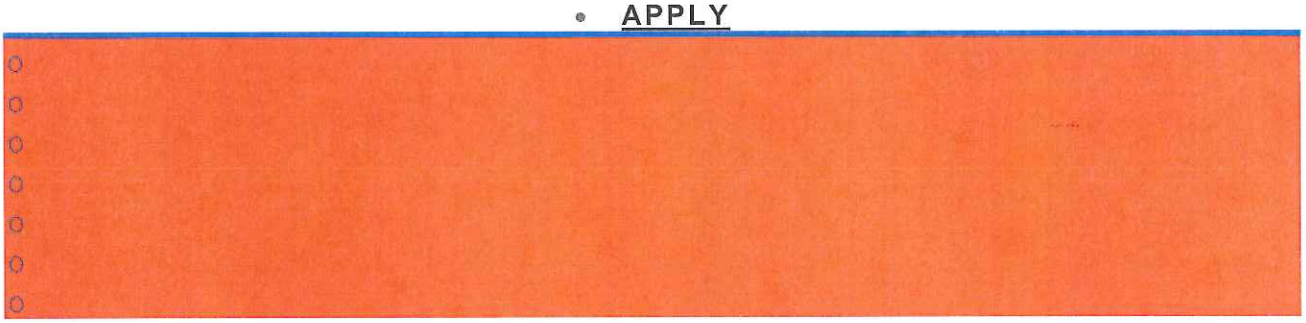
Application Instructions

Applicants must contact TSET Healthy Communities Incentive Grants Program Manager Connie Befort, connieb@tset.ok.gov, 405-521-4985 to discuss their application prior to presentation of a request.

An in-person or phone meeting is required to provide details on the online grant applications. Applications are accepted year round.

CERTIFIED HEALTHY OKLAHOMA

- HOME
- APPLY



- HOW TO APPLY
- ABOUT THE PROGRAM
- PAST WINNERS
- FAQ'S
- CONTACT

* Name of city or town:

* County name:

* Size of community (Population size):

Rural (less than 4,300) Small (4,301 to 13,999) Medium (14,000 to 29,999) Large (30,000 to 79,999) Metro (80,000 and over)

* Please enter the following information about the PRIMARY CONTACT PERSON for the application:

Primary Contact's Name:

Primary Contact's Title:

Mailing Address:

City/Town:

State: Oklahoma

Zip:

Email Address:

Phone Number:

* Please enter the information below for the ALTERNATE CONTACT PERSON:

Alternate Contact's Name:

Alternate Contact's Title:

City/Town:

Email Address:

Phone Number:

Section 1: Tobacco and Alcohol

Promoting Healthy Lifestyles (Check all that apply)

☐ Community has adopted an ordinance that prohibits smoking indoors and outdoors on city owned / operated properties ☐ Community has adopted an ordinance that prohibits the use of smokeless tobacco products on all city owned properties indoors and outdoors including chewing tobacco/snuff and e-cigarettes ☐ All city owned / operated properties are alcohol and drug free (if alcohol is allowed at special events, community must have written policies) ☐ Local educational institutions (including primary, secondary and higher education) have adopted policies ensuring "24/7" * tobacco, alcohol and drug free properties

**24/7 tobacco refers to a policy that totally prohibits use of tobacco including e-cigarettes/vaping products or any other product packaged for smoking or simulation of smoking by students, staff, and visitors*

Controlling the location, number and density of alcohol and tobacco retail outlets (Check all that apply)

☐ Community enacts enabling ordinance as defined by the Prevention of Youth Access to Alcohol Act that prescribes and earmarks fines for enforcement of youth access laws ☐ Community utilizes land use zoning and business permit procedures to define safe and responsible practices for new retailers selling alcohol

Reducing youth access to alcohol and tobacco (Check all that apply)

☐ Community enforces the Social Host ordinance/law to hold those who allow underage drinking or drug use legally accountable if the property it occurs on is under their control ☐ Community has frequent compliance checks conducted by local law enforcement to identify and discourage illegal sales of tobacco and alcohol and the results are made public ☐ Community offers training for alcohol retailers and special events where alcohol is available to increase compliance with youth access to alcohol

Restricting the time, place and manner of alcohol and tobacco marketing/advertising (Check all that apply)

☐ Community has an ordinance to prohibit the distribution of free or low-cost alcohol products, coupons, coupon offers, gift certificates, gift cards, rebate offers or similar offers

Section 2: Nutrition and Physical Activity

Food accessibility/affordability (Check all that apply)

☐ Community has access to affordable fresh fruits and vegetable (i.e. grocery stores, Farmer's Markets or community gardens) ☐ Community Farmer's Markets, corner stores and grocery stores accept (WIC) Women, Infants and Children, (SNAP) Supplemental Nutrition Assistance Program, or Senior Nutrition Vouchers ☐ Healthy food options available in corner/convenience stores (i.e. fresh fruits and vegetables, whole grains, dairy products, etc.) ☐ Community has ordinance, policy or zoning allowing Farmer's Markets ☐ Established community gardens in parks, schools, work sites or childcare settings that are available to the community

Community recreation/fitness centers and physical activity opportunities (Check all that apply)

☐ Fitness centers offer reduced rates for families ☐ Local community gym (community center, church, school, etc.) is available for before/after school physical activity ☐ Community centers have available family activities afterhours ☐ Community offers intramural sports through community centers or city parks ☐ Community wide physical activities offered throughout the year (i.e. family fun runs/walks, 5K runs/walks, biking events, fitness challenges, etc.) ☐ Active Walking School Bus, Safe Routes to School, or Bike to School programs

Section 3: Community Resources

Community environment (Check all that apply)

☐ Community has ADA compliant public sidewalks with ramps ☐ Community has safe, marked bicycle routes ☐ Community has safe, well marked walking trails ☐ Community has safe community playgrounds and parks ☐ Community has an active recycling program ☐ Public health advocates and stakeholders are included in community development and zoning regulations ☐ Community has a policy that offers incentives for new housing development that complies with ENERGY STAR ratings for energy efficiency

Community transportation (Check all that apply)

☐ Community has transportation for senior citizens and people with disabilities ☐ Community has a bicycle share program ☐ Community ensures equal consideration for safety and mobility for all users of all modes of transportation ☐ Community has a car pooling program ☐ Municipality funds public transit ☐ Community promotion of public transit and/or van transport for health related services or needs (i.e. Doctor's offices, Senior Centers, Assisted Living Centers, pharmacies or grocery stores, etc.)

Community Health assessment/screenings (Check all that apply)

☐ Community is engaged in a local community needs assessment addressing public health issues ☐ Community based health screenings and referrals offered to identify health conditions such as obesity, diabetes, heart disease, mental health and substance misuse and abuse

Community access to health services (Check all that apply)

☐ Basic primary health care is available to community (i.e. free clinic or reduced fee clinics, faith-based community clinics, etc.) ☐ Community provides information on how to access free or reduced rate dental care (i.e. local County Health Department, Oklahoma Dental Association, local website, flyers, pamphlets, billboards, media, etc.) ☐ Community has access to Advanced Life Support Emergency Medical Services or, partners with another community to provide Advanced Life Support Emergency Medical Services ☐ Community provides information on how to access mental health and substance abuse treatment and clinical health services (i.e. faith-based community efforts, local mental health and substance abuse providers, local website, flyers, pamphlets, billboards, media, etc.)

Section 4: Education/Awareness

Community health promotion (Check all that apply)

☐ There are Certified Healthy Businesses in our community ☐ Community websites promote health and wellness activities in the community ☐ Community wide campaigns that promote wellness (i.e. "This City is Going on a Diet", "Walk This Weigh", local Mayors Challenges, etc.) ☐ Local restaurants promote awareness of healthy menu options (i.e. provide nutrition facts, offer low fat options, offer reduced sodium in food items, etc.) ☐ Community has safe, alcohol free activities from prom and graduation ☐ Community requires owners of multi-unit housing to inform prospective residents of smoking policies and where smoking is and is not allowed.

Community Health Education (Check all that apply)

☐ Community supports promotion of continuing education for local law enforcement on crisis intervention, underage drinking, DUI, and drug enforcement☐ Community assures active promotion (English and Spanish) to the general public about the Oklahoma Tobacco Helpline 1-800-QUIT-NOW/ 1-800-784-8669 (i.e. media, billboards, websites, other promotional displays)☐ Community assures active promotion (English and Spanish) to the general public about the Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 (i.e. media, billboards, websites, other promotional displays)☐ Community assures active promotion (English and Spanish) to general public about the Problem Gambling Hotline 1-800-522-4700 (i.e.media, billboards, websites, and other promotional displays)☐ Community utilizes local coalitions to educate new and established drivers about risks associated with drinking while driving

☐ Community utilizes local coalitions to educate new and established drivers about driving with distractions (i.e. texting, cell phone use, GPS use, eating, applying makeup, etc.)

BE SURE YOU HAVE:

- Completed ALL questions in the application
- Submit ONLY online (Do NOT submit via fax or mail)
- Correct mailing addresses, email
- Complete name of community
- Checked all items that apply to your community

PLEASE

- Read future emails related to Certified Healthy Communities

Don't forget to print a copy of EACH PAGE of your application (using you web browser's print button) and remember that Certification must be renewed annually.

Thank you for your participation.

If you have any issues submitting your form, please contact Julie Dearing, JulieAD@health.ok.gov.

SUBMIT APPLICATION



Certified Healthy Oklahoma © 2014

C.4.B.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **TIMOTHY ROONEY**
CITY MANAGER

RE: **MUSTANG CITY COUNCIL**
CODE OF ETHICS AND CONDUCT

DATE: October 6, 2014

BACKGROUND:
This item was originally presented at the August 11, 2014 Work Session. The transmittal memorandum and the information that was provided for that meeting is attached again for your information and review.

This item is being placed on the agenda at the request of Councilor Schweinberg.

ATTACHMENTS:
1. Information previously provided for August 11, 2014 Work Session.

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **TIMOTHY ROONEY**
CITY MANAGER

RE: **MUSTANG CITY COUNCIL**
CODE OF ETHICS AND CONDUCT

DATE: August 6, 2014

BACKGROUND:
There are many different reasons for a governing body to adopt a Code of Ethics and Conduct. Perhaps the primary reason identified is that a Code of Ethics and Conduct's purpose is to create a sense of oneness among a group of people despite individual differences. The aim of the code of conduct is to develop a common perspective toward a vision of ethical behavior within the group.

Many municipalities have adopted separate documents, both a Code of Ethics and a Code of Conduct, while others have combined both into one document, while still others have not adopted either.

I have attached a proposed Mustang City Council Code of Ethics and Conduct that is nearly identical to that which was adopted by the City of Owasso as a discussion starting point. I have also attached Code of Conduct from the City of Oxford, Ohio that is applicable to all of their elected officials as well as their appointed boards, committees, and commissions.

ATTACHMENTS:
1. Proposed Mustang City Council Code of Ethics and Conduct
2. Code of Conduct from the City of Oxford, Ohio

PROPOSED
MUSTANG CITY COUNCIL
CODE OF ETHICS AND CONDUCT

Compliance with all Laws

City Council members shall comply with the laws of the United States, the State of Oklahoma and the City of Mustang in the performance of their public duties. Such laws include but are not limited to: the United States and State of Oklahoma Constitutions, the City of Mustang Charter, laws pertaining to conflicts of interest, election campaigns, financial disclosures, open meeting law, open records law, the City of Mustang Code of Ordinances and all policies adopted by the City Council.

Integrity and Accuracy

City Council members are expected to perform their duties with absolute integrity. No member of the City Council shall under any circumstances make a statement for any purpose that is known by the member to be inaccurate or intended to be misleading

Conduct of Members

It is acceptable and expected that City Council members may disagree about issues brought before the Council. However, it is not acceptable for any City Council member to make derogatory comments and gestures about other Council members, their opinions or their actions. City Council members shall refrain from exhibiting abusive conduct, personal allegations or verbal attacks upon the character or motives of other members of the City Council, members of City boards or commissions, the staff and the public.

The professional and personal conduct of City Council members should be above reproach and shall avoid even the appearance of impropriety. City Council members should conduct their official and personal affairs in such a manner that does not in any way suggest that they may be improperly influenced in the performance of their official duties. City Council members shall, to the best of their ability, serve the citizens of the City of Mustang conscientiously and with honesty and impartiality. City Council members shall seek to perform their duties with diligence, efficiency and courtesy. Members of the City Council shall each make impartial decisions based upon consideration and analysis of the facts, circumstances, merits and laws of each case without taking into account unrelated considerations.

Electronic Devices During Meetings

In the spirit of the Open Meeting Act and in furtherance of the City Council's commitment to conducting government business with as much order and transparency as possible, electronic devices belonging to a Councilor shall be turned off or set on airplane mode during City Council meetings. Use of electronic devices by City Council members for talking, texting, email or otherwise during City Council meetings is, except for emergency communications, prohibited. It is the City Council's intent to prohibit electronic communications between members of the Council and other persons during City Council meetings. Prohibiting communications of this type enables the Council to operate with maximum transparency and allows the Council to avoid any appearance or perception of engaging in discussions or deliberations not open to the public during City Council meetings.

Respect for Process

City Council members shall perform their duties with the processes and rules of order established by the City Council. Upon a "Call to Order" of the City Council meeting, Councilors will respect that a meeting is in progress and recognize that it is inappropriate to temporarily exit the meeting unless a recess or adjournment has been called by the mayor. While a meeting is in progress, Council members should refrain from having "side bar" conversations with each other or with city staff.

Public Meetings

City Council members have the right to personally endorse candidates for all City Council seats and other elected offices. However, it is inappropriate to mention endorsements during City Council meetings or other official City meetings or hearings.

City Council members shall prepare themselves for discussions of public issues brought before the City Council. City Council members will listen courteously and attentively to all discussion and comment on the issue by the public, City staff and other City Council members. City Council members shall refrain from interrupting other speakers unless compelled to do so to ensure compliance with City Council policies or processes for public meetings and shall additionally refrain from interfering with the orderly conduct of City Council meetings.

Impartiality

All City Council meetings and hearings shall be conducted fairly and impartially. City Council members shall not show favoritism in carrying out the City's business. The receipt of campaign contributions shall not in any circumstance constitute a basis for preferential treatment.

Acting in the Public Interest

The primary goal and concern of each member of the City Council is to serve the public interest and uphold the public trust to the very best of their abilities. Therefore, City Council members will work together for the common good of the citizens of Mustang and not for any private or personal interest, and City Council members will strive to assure fair and equal treatment of all persons, claims, issues or transactions brought before the Mustang City Council.

Conflict of Interest

Any member of the City Council who has a conflict of interest, financial or otherwise, in any matter brought before the City Council for consideration or action shall declare and disclose the conflict of interest to the City Council and shall not participate in discussion or voting on the matter. A conflict of interest shall be defined as a statutory conflict of interest or any situation, circumstance or financial interest that has the potential, in the City Councilor's opinion and judgment, to interfere with the proper exercise of public duty.

The minutes of a meeting wherein a declaration of a conflict was made shall not record a vote on behalf of a City Council member who leaves the room during discussion and voting upon the issue. The minutes of such meeting shall, however, record a "no" vote if the City Council member remains in the room and abstains from voting, such recordation being in accordance with Oklahoma State Law and the Mustang Code of Ordinances.

Gifts and Favors

City Council members shall not directly or indirectly solicit, receive or accept any gift if 1) a reasonable inference could be drawn that the gift was intended to influence them in the performance of their official duties, or, 2) the gift is intended to serve as a reward or in appreciation of any official action taken by the City Council member. City Council members shall not solicit or accept any gifts, favors or promises of future benefits which might compromise the independent judgment and action or which might give the appearance of being compromised. City Council members shall not take special advantage of services or opportunities for personal gain, by virtue of their public offices that are not available to the public in general.

Political Advocacy

City Council members shall not provide testimonials or endorsements that identify themselves as city council members to any political candidate, business, program or other entity or activity unless brought to a vote before the City Council and approved by a majority of the seated Council members. Personal endorsements or opinions without prior Council approval should make clear that they in no way reflect the official position of the City Council or the City of Mustang.

Political Fundraising Activities

No City Council member shall use his or her position, authority or influence, whether actually possessed or anticipated, to interfere with or affect the results of an election or to obtain a political or other type contribution. City Council members shall not use or attempt to use any political endorsement in connection with any appointment to any City board or commission.

These rules are not intended to preclude City Council members from political fundraising activities, but to ensure that these activities are undertaken only at private initiative and expenses in their role as private citizens and thus do not reflect upon the official activities of the City.

Communication

City Council members shall endeavor to share with all other councilors in timely manner any substantive information that is relevant to a matter under consideration by the City Council which was received by the Council member from sources external to the public decision-making process.

Confidential Information

City Council members shall respect and preserve the confidentiality of information concerning the property, personnel or affairs of the City. City Council members shall neither disclose confidential information without proper legal authorization nor use such information in any way to advance or further their personal, financial or private gain. Confidential Information shall not include any information that is or becomes publicly available other then as a result of disclosure by Recipient, which is disclosed by any third-party not known by Recipient, and who Recipient has no reason to believe to be under any contractual or fiduciary obligation not to disclose such information; was in the Recipient's possession prior to disclosure, or is independently developed by the Recipient.

Advocacy

City Council members shall represent the official policies or positions of the City Council to the best of their ability when designated as delegates or representatives of the City. If a City Council member acting as a delegate or representative of the City presents their personal opinions or positions on such an issue the member shall explicitly state that their comments do not represent the City of Mustang or the City Council.

Policy Role of City Council Members

City Council members shall respect and adhere to the Council–Manager form of municipal government implemented in the City of Mustang through its charter and as outlined in Title 11 of the Oklahoma Statutes. The Council–Manager form of government provides for the City Council to determine all matters of policy for the City of Mustang Additionally, the Council–Manager form of municipal government provides that the City Manager shall be responsible for all day-to-day operations of the City. Accordingly, City Council members shall not interfere with or impair the ability of the City Manager and other City staff to determine and implement day-to-day operational matters.

Implementation of Code of Ethics and Conduct

This Code of Ethics and Conduct is intended to be self-enforcing by members of the City Council. City Council members shall be thoroughly familiar with this Code and shall make every reasonable effort to adhere to its provisions. The Code of Ethics and Conduct shall be included in the orientation training for newly elected City Council members. All City Council members shall sign a statement affirming they have read and understand the City of Mustang Code of Ethics and Conduct.

DATED this ____day of _____, 2014

_____
Mayor, Jay Adams

ATTEST:

_____
City Clerk, Lisa Martin

APPROVED AS TO FORM:

_____
City Attorney, Jon Miller

City of Oxford Code of Conduct
for Elected Officials and Members of
Appointed Boards, Commissions, and Committees

Statement of Purpose

The citizens and businesses of Oxford are entitled to have fair, ethical and accountable local government that has earned the public's full confidence for integrity. The City of Oxford's strong desire to fulfill this mission therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;

Public officials be independent, impartial and fair in their judgment and actions;

Public office be used for the public good, not for personal gain; and

Public deliberations and processes be conducted openly, unless legally confidential.

Public deliberations both open and closed shall be conducted in an atmosphere of respect and civility.

To this end, the Oxford City Council has adopted this Code of Conduct for elected officials and members of appointed boards, commissions, and committees to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Oxford and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Oxford City Council, boards, commissions, and committees.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of Ohio, and the City of Oxford in the performance of their public duties. These laws include, but are not limited to: the United States and Ohio constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, harassment, personal charges or verbal attacks upon the character or motives of other members of Council, boards, commissions, and committees, the staff or public.

4. **Respect for Process**

Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards, commissions, and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. **Conduct of Public Meetings**

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

6. **Decisions Based on Merit**

Members shall base their decisions on the merits and substance of the matter at hand.

7. **Communication**

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards, commissions, and committees which they may have received from sources outside the public decision-making process.

8. **Ethics**

Members shall comply with all requirements of the ethics laws of the State of Ohio. These laws are included in Chapter 102 of the Ohio Revised Code and Sections 2921.41, 2921.42, and 2921.43 of the Ohio Revised Code. Members shall also comply with Article X, Sections 10.03 of the City Charter. Copies of these statutes and the Charter provisions are attached hereto. Members, if they have questions, are encouraged to seek advice from the Law Department regarding the interpretation and application of these laws.

9. **Advocacy**

Members shall represent the official policies or positions of the City Council, board, commission, or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Oxford, nor will they allow the inference that they do.

10. **Policy Role of Members**

Members shall respect and adhere to the council-manager structure of Oxford city government as outlined in the City's policies and procedures and follow the City Charter with respect to the City Manager's relationship with the City Council. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, and committees and City staff. Except as provided by the City ordinance, members therefore shall not

interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

11. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and refrain from creating the perception of inappropriate direction to staff.

12. Implementation

As an expression of the standards of conduct for members expected by the City, the Oxford Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, standards shall be included in the regular orientations for candidates for City Council, applicants to boards, commissions, and committees and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the City of Oxford Code of Conduct. In addition, the Code of Conduct shall be reviewed bi-annually by the City Council, boards, commissions, and committees, and the City Council shall consider recommendations from boards, commissions, and committees and update it as necessary in November of even-numbered years.

13. Compliance and Enforcement

The Oxford Code of Conduct expresses standards of conduct expected for members of City Council, boards, commissions, and committees. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards, commissions, and committees and the Mayor have the additional responsibility to intervene when members' actions appearing to be in violation of the Code of Conduct are brought to their attention. The City Council, by a vote of a majority of its members, may impose sanctions on members whose conduct does not comply with the City's standards, such as reprimand, formal censure, removal from meeting (if the member's conduct is disruptive or impedes the orderly conduct of business at the meeting), or removal from any position or assignment to which the member has been appointed by City Council. The City Council also may act to remove members of boards, commissions, and committees from office.

City of Oxford Code of Conduct
for Elected Officials and Members of
Appointed Boards, Commissions, and Committees

STATEMENT OF COMMITMENT

As a member of the Oxford City Council or of a Oxford board, commission, or committee, I agree to uphold the Code of Conduct for elected and appointed officials adopted by the City Council and conduct myself by the following model of behavior. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness, and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

Avoid and discourage conduct, which is divisive or harmful to the best interests of Oxford;

Treat all people with whom I come in contact in the way I wish to be treated.

Before I speak or act I will ask myself the following four questions:

1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build goodwill between all concerned?
4. Will it be beneficial to all concerned?

I affirm that I have read and that I understand the City of Oxford's Code of Conduct.

Date: _____

Signature: _____

Position: _____

Information will be provided at the Work Session for Item C.4.C. – Employee Compensation.