

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Randy Sholund, Pastor, Life Tabernacle Pentecostal

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **05/17/16** City Council Minutes.
- *2. Claims List for **FY'16**.
- *3. Approval to turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to turn **Past Due Library Accounts** over to the Collection Agency.
5. Approval to Declare Certain Items as **Surplus** and Authorizing Disposal of Those Items.
- *6. Approval of Agreement to **Allow Purchasing of Water** by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5900 Twin Fawn Trail.
- *7. Approval of Agreement to **Allow Purchasing of Water** by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5816 Twin Fawn Trail.

G. INFORMATION/REPORTS

1. City Manager
Included in Agenda Packet
2. City Council

H. DISCUSSION ITEMS

- *1. **Public Hearing** on **Fiscal Year 2016-2017** Annual Budget for the City of Mustang, the Mustang Improvement Authority and Related Funds in Accordance with State Statutes.
- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-041**, Approving the **Fiscal Year 2016-2017** Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.
- *3. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Pay Application #1 for the Project titled Mustang Tower Improvements.
4. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1139**, an Ordinance of the City of Mustang, Oklahoma (the "City"), Amending Ordinance No. 647 of the City Dated June 20, 1996, as Heretofore Amended by Ordinance No. 710 of the City Dated May 12, 1999; Providing for the Purpose of Revenues and Term of Tax; Providing for the Effective Date; Providing Remainder of Ordinance No. 647, as Heretofore Amended Remain Unchanged; Providing that the Provisions of this Ordinance are Cumulative and in Addition to Any and All Taxing Provisions of Other City Ordinances; Providing for Severability of Provisions; and Containing Other Provisions Related Thereto.
5. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-042**, Authorizing the Calling and Holding of an Election in the City of Mustang, State of Oklahoma (The "City"), for the Purpose of Submitting to the Registered Qualified Electors of Said City the Question of Approval or Rejection of Ordinance No. 1139 of the City, which Amends Ordinance No. 647 of the City dated June 20, 1996, as Heretofore Amended by Ordinance No. 710 of the City Dated May 12, 1999, by Modifying Section 2 of Ordinance No. 647 Related to the Purpose and Term of the Tax, as Heretofore Amended by Ordinance No. 710; and Containing Other Provisions Relating Thereto.

CITY COUNCIL AGENDA

JUNE 7, 2016

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J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** Regarding the Agreement between the City of Mustang and The International Association of Fire Fighters, Local 4383, for Fiscal Year 2016-17.
Proposed Executive Session as Authorized by 25 O.S., Section 307 (B)(1).

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
MAY 17, 2016**

The Mustang City Council met in regular session on Tuesday, May 17, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, May 13, 2016, at 2:25 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Jim Harris, Pastor, Clear Springs Church)

Pastor Harris led the assembly in the Pledge and Invocation. He stated on Wednesdays in June at Wild Horse Park, they have "Church at the Park" stating it brings out one of their values which was building friendships and fellowship. He also stated July 31st was their big give where they provide school supplies for those children in need stating most of the names are provided by the schools, but if anyone was aware of children in need of school supplies, to please pass it along to him.

C. ROLL CALL

Councilmembers Present:	Riley
	Leete
	Grider
	Jones
	Hagan
	Adams

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

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **05/03/16** City Council Minutes.
- *2. Approval of **05/05/16** City Council/MIA Special Meeting (Budget Session) Minutes.
3. Approval of **05/09/16** City Council Special Meeting (Work Session) Minutes.

- *4. Approval of **05/12/16** City Council/MIA Special Meeting (Budget Session) Minutes.
- *5. Claims List for **FY'16**.
- 6. Approval of **Resolution No. 16-039** making changes in the Park and Recreation Donation Fund Budget by making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$1,803.
- 7. Approval to Renew **Radio System License Agreement** with the City of Oklahoma City.
- 8. Approval to **Declare Certain Items as Surplus** and Authorize Disposal of those Items.

MOTION was made by **Councilman Grider**, seconded by **Councilman Riley**, to approve Items F-1 thru F-8 of the Consent Agenda including an amendment to the Claims list adding a claim for sidewalks from Silver Star Construction in the amount of \$5,822.45.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney introduced Nic Bailey, Sports Coordinator.

Bailey stated the weekend of April 16, 2016, was this year's fund raising weekend at the ball fields with proceeds going to the Warriors for Freedom Foundation (Foundation). He and representatives of the Mustang Youth Softball Association presented a check to the Foundation in the amount of \$11,000. He stated the weekend did have some rain where some of the games could not be played, but money was raised from the entry fees, gates, raffles, and Mustang Youth Baseball and Softball Associations. He stated American flags and banners with fallen soldiers' names were displayed around the park as well as the large flag by the Fire Department, stating guest speakers were also there.

Brett Dick, Founder and President of Operations of the Foundation, also spoke to the Council stating each year, the event is more patriotic and this year, family members of the fallen soldiers were brought in to speak stating this reminds citizens that there are fallen soldiers from every community and really touches home. He stated America still has soldiers in harm's way and they are leaving home every day. He thanked the City for embracing this event and is now working with other cities, stating the City of Mustang has impacted the entire State.

1. Recognize **Police Officer of the Year Award** presented by the American Legion on May 12, 2016.
2. Recognize **Non-Uniformed Employee of the Year Award** presented by the American Legion on May 12, 2016.

City Manager Rooney recognized the Police Officer of the Year and Non-Uniformed Employee of the Year awards presented by the American Legion on May 12, 2016. He stated the Police Officer of the Year award was presented to **Corporal Dylan Wilson** and the Non-Uniformed Employee of the year was presented to **Tammi Noblitt**, Treasurer of the City of Mustang and asked both of them to come to the front to be recognized.

2. **City Council**

1. Approval of Proclamation designating May 15 as **Peace Officers Memorial Day** and the week in which that date falls as Police Week.

Mayor Adams asked **Police Chief Foley** to the front where he read the Proclamation designating May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week and presented the Proclamation to the Chief.

MOTION was made by **Mayor Adams**, seconded by **Councilman Grider**, to approve the Proclamation designating May 15 as **Peace Officers Memorial Day** and the week in which that date falls as Police Week.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

2. **Appointment** of One (1) Member and One (1) Alternate to the ACOG Board of Directors and its Committees, the OEMA Board of Directors, and the Appointment of One (1) Councilmember to the Traffic Commission.

MOTION was made by **Mayor Adams**, seconded by **Councilman Jones**, to appoint Mayor Adams as Member, and Councilman Grider as Alternate, to the ACOG Board of Directors, Intermodal Transportation Policy Committee, Garber Wellington Policy Committee, and the 911 Association Board of Directors.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

MOTION was made by **Mayor Adams**, seconded by **Councilman Jones**, to appoint Councilwoman Hagan as Member, and Councilman Jones as Alternate, to the OEMA Board of Trustees.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

MOTION was made by **Mayor Adams**, seconded by **Councilwoman Hagan**, to appoint Councilman Riley to serve on the Traffic Commission.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

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

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

Councilman Leete thanked all those who worked so hard in preparing the budget stating he had seen a lot of budgets in his time in the military and this was very well done.

Councilman Grider stated he had a citizen who had an issue with a vehicle parked at a home and the City Manager and Police Chief followed up on the complaint and thanked them both.

Councilman Jones thanked Darrel Noblitt for his guidance and urging him to run for City Council 6 years ago and for his help with handicap families and young people, taking them hunting and all. He thanked him for his work and kindness.

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

Mayor Adams stated he and **City Manager Rooney** have a meeting with Oklahoma City Mayor Cornett and the City Manager on Thursday to discuss the Sara Road project.

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding OMAG Annual Elections.

City Manager Rooney provided background information regarding the Oklahoma Municipal Assurance Group (OMAG) and the City's participation stating the City utilizes them as its insurer for its general liability, auto liability, public official bond (City Manager, City Clerk, and City Treasurer), and physical property.

Rooney stated two positions were open for the OMAG Board of Trustees this year and stated Staff recommends nominating Michael Bailey, Administrative Director, City of Bartlesville, who is also the only incumbent, as one of the City's two votes and stated Staff recommends casting the second vote for Mary Rupp, City Manager, City of Perry who has an extensive background in city government as well as a long list of achievements and honors.

MOTION was made by **Councilman Riley**, seconded by **Councilman Leete**, to Cast the City of Mustang's votes to the OMAG Board of Trustees for Michael Bailey and Mary Rupp.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-040**, a Resolution of the City of Mustang, Oklahoma, nominating Timothy D. Rooney as a Candidate to Fill an Open Position on the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF) Representing District 6 for a Five Year Term beginning October 1, 2016 through October 1, 2021.

Human Resources Director Anderson stated the Oklahoma Municipal Retirement Fund (OkMRF) Board of Trustees are voted on by the governing bodies that utilize the services of OkMRF stating the City of Mustang's District, District 6, has a vacancy and she is recommending **City Manager Rooney** be nominated for this position. She stated those nominated will be voted on by the governing body of each employer in the district later this summer.

MUSTANG CITY COUNCIL

MAY 17, 2016

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MOTION was made by **Councilwoman Hagan**, seconded by **Councilman Grider**, to Nominate City Manager Rooney to the Oklahoma Municipal Retirement Fund (OkMRF) Board of Trustees, District 6.

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

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

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-1875	01-A0164	LAURA ANDERSON	RECEPTION SUPPLIES	5/2016	201605273142	56.36
16-1890	01-D0102	DEBEE GILCHRIST, P.C.	REVIEW OF EMPLOYMENT CONT	5/2016	67232	1,500.00
16-0003	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	6/2016	201605273137	1,600.00
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	30.60
16-0016	01-W0001	WHEATLEY, SEGLER, OSBY & MIMONTHLY	RETAINER FEES	6/2016	16791	2,284.75
DEPARTMENT TOTAL:						5,471.71
DEPARTMENT: 11 CITY MANAGER						
16-0021	01-A0122	ALLIANCE MAINTENANCE, INC	JANITORIAL SERVICES	6/2016	82108	880.00
16-1919	01-D1082	DELTA DENTAL PLAN OF OKLAHORE	RETIREE INSURANCE	6/2016	201605273132	231.84
16-0035	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	5/2016	ORD 1138	39.30
16-1264	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	5/2016	12018	36.00
16-1886	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	5/2016	MT98576	31.90
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	100.00
16-1918	01-U0220	USAVISION, INC	RETIREE INSURANCE	6/2016	201605273133	39.00
DEPARTMENT TOTAL:						1,358.04
DEPARTMENT: 12 LIBRARY						
16-0094	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014124198	433.22
16-0887	01-B1023	BTAC ACQUISITION CORP.	CHILDRENS MATERIALS	6/2016	5014120844	244.53
16-1235	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014097764	77.89
16-1577	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014086171	272.28
16-1892	01-C0278	COX COMMUNICATIONS, INC.	CABLE MODEM RENTAL	5/2016	201605313170	10.00
16-0091	01-M0263	MIDWEST TAPE, LLC	CHILDRENS AUDIO & DVD MAT	6/2016	93719954	27.89
16-1334	01-M0263	MIDWEST TAPE, LLC	DVD'S, AUDIO'S & MUSIC	6/2016	93957478	429.67
16-1351	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS FOR COLLE	6/2016	93963776	27.89
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	1.90
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	13.00
16-1682	01-T0048	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	5/2016	57958080	13.59
DEPARTMENT TOTAL:						1,551.86

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARKS AND RECREATION				
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	6/2016	201605273141	87.00
16-1307	01-B1019	BEN E. KEITH COMPANY	ASP SNACKS & CUPS	6/2016	63128923-	56.76
16-1950	01-D0065	CHRISTOPHER DELOE	SENIOR CENTER BUS REPAIR	6/2016	201606023206	80.00
16-1829	01-D0077	DESHIELDS TRUCK SERVICE	REPAIR ON SR. CENTER BUS	5/2016	13651	145.54
16-1913	01-F0078	DAIOHS USA, INC	COFFEE FOR TUESDAY MEETIN	6/2016	143954	33.70
16-1927	01-H0099	JENNIFER HUDDLESTON	POOL PARTY REFUND	5/2016	16-00408	300.00
16-1933	01-H0126	KIMBERLY HILL	GUARD START REFUND	5/2016	84027	50.00
16-0507	01-M0286	JIMANI VENTURES, INC	OIL CHANGES FOR SR. BUS	5/2016	243361	25.99
16-1997	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606013196	28.27
16-2002	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023202	27.99
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	17.46
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	225.00
16-0058	01-R0158	R.C. SYSTEMS, INC	SOFTWARE ANNUAL SUPPORT	6/2016	16830	80.00
16-1838	01-S0004	S&S WORLDWIDE, INC	ITEMS FOR CAMP	5/2016	9069355	359.88
16-1224	01-S0328	SPRINT SPECTRUM, LP	ASP CELL PHONE	5/2016	597274785-097	155.70
16-1926	01-V0031	DAVID VENTERS	REFUND FOR SUMMER CAMP	5/2016	201605273127	90.00
DEPARTMENT TOTAL:						1,763.29
DEPARTMENT: 15		GENERAL GOVERNMENT				
16-0007	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	6/2016	201605273141	133.00
16-0315	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	6/2016	201605273143	6,560.94
16-0018	01-D0088	DEPT OF CORRECTIONS	INMATE LABOR	5/2016	UNC2016-MUS-4160	70.75
16-0019	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	5/2016	143952	33.70
16-0131	01-H0040	BILLY R HOWELL	PEST CONTROL	5/2016	201605273147	600.00
16-0010	01-I0015	TYLER TECHNOLOGIES, INC	WEBSITE FEES, U.B., COURT	6/2016	025-157382	201.00
16-1777	01-I0015	TYLER TECHNOLOGIES, INC	SERVER MOVE	5/2016	025-157622	500.00
16-0004	01-K0127	KG HOLDINGS	INCENTIVE PAY	6/2016	201605273138	4,833.33
16-1936	01-L0399	LIBERTY FLAGS, INC.	US & OK FLAGS	5/2016	77452	691.40
16-1885	01-O0010	ONE GAS, INC.	GAS SERVICE	5/2016	201605273154	111.11
16-1996	01-O1177	OK TAX COMMISSION	SALES TAX PAYABLE	6/2016	201606013197	2,431.99
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	23.80
16-0028	01-P1051	PITNEY BOWES BANK, INC	BULK POSTAGE	5/2016	201605313167	4,555.51
16-0140	01-S0010	SYNCHRONY BANK	COFFEE SERVICE	5/2016	201605313165	29.99
16-1134	01-S0010	SYNCHRONY BANK	ANNUAL MEMBERSHIP FEE	5/2016	201605313166	360.00
DEPARTMENT TOTAL:						21,136.52

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
16-1863	01-L0052	LOCKE SUPPLY CO	BALLASTS & LIGHTS	5/2016	28610644-00	95.33
16-1877	01-M0128	MAC FIRE SYSTEMS, INC	MONITORING FIRE & ALARM	5/2016	15984	435.00
16-1884	01-O0010	ONE GAS, INC.	GAS SERVICES	5/2016	201605273156	124.98
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	38.00
16-1646	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	5/2016	366051217	869.40
16-1646	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	6/2016	367342631	605.46
16-1866	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	6/2016	367959277	642.35
DEPARTMENT TOTAL:						2,810.52
DEPARTMENT: 19 BALL COMPLEX						
16-0344	01-B0154	ICE MAKER SALES & SERVICE,	REPAIRS & PARTS FOR FREEZ	6/2016	1043346	192.50
16-1944	01-B0154	ICE MAKER SALES & SERVICE,	OPENING ICE MACHINE	6/2016	1043346-	112.17
16-0831	01-B1019	BEN E. KEITH COMPANY	FOOD & SUPPLIES FOR CONCE	6/2016	63125514-	29.65
16-1677	01-B1019	BEN E. KEITH COMPANY	SUPPLIES FOR CONCESSIONS	5/2016	63114370	1,143.81
16-1677	01-B1019	BEN E. KEITH COMPANY	SUPPLIES FOR CONCESSIONS	6/2016	63125514	18.62
16-1778	01-B1019	BEN E. KEITH COMPANY	FOOD & SNACKS FOR CONCESS	5/2016	63121968	2,072.27
16-1778	01-B1019	BEN E. KEITH COMPANY	FOOD & SNACKS FOR CONCESS	6/2016	63128923	1,285.54
16-1948	01-B1019	BEN E. KEITH COMPANY	FOOD & PAPER GOODS/CONCES	6/2016	63125514--	1,609.34
16-1689	01-C0233	C&A ENTERPRISES BY AMY, LLC	SHIRTS FOR CONCESSIONS	5/2016	1358-	200.00
16-1645	01-F0078	DAIHS USA, INC	COFFEE SUPPLIES	5/2016	143489	323.55
16-1678	01-I1119	STEPHEN WHOLESALE CO, INC.	SUPPLIES FOR CONCESSION	5/2016	6500075	575.29
16-1846	01-I1119	STEPHEN WHOLESALE CO, INC.	SUPPLIES FOR CONCESSION	5/2016	6504220	1,687.16
16-1846	01-I1119	STEPHEN WHOLESALE CO, INC.	SUPPLIES FOR CONCESSION	6/2016	6508268	1,116.83
16-1997	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606013196	111.63
16-0780	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN DRINKS FOR CONCE	5/2016	33286911-	187.97
16-1644	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN SUPPLIES	5/2016	33286911	435.42
16-1783	01-P0144	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	5/2016	29837911	4,644.93
16-1947	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSIONS	6/2016	81979656	2,810.65
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	87.00
16-0832	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	5/2016	367342623	861.43
16-1764	01-S8858	SHATWELL'S TURF MANAGEMENT	SPRAYING OF COMPLEX	6/2016	201606013193	1,925.00
16-1953	01-S8858	SHATWELL'S TURF MANAGEMENT	SPRAYING & FERTILIZER	6/2016	201606013192	1,925.00
DEPARTMENT TOTAL:						23,355.76

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
16-2006	01-03980	TRUMAN FABRIC	FUNBRELLA REPAIRS	6/2016	201606023200	580.00
16-1867	01-C0044	CARDINAL POOLS OF OKLAHOMA,	ACID & TEST SUPPLIES	5/2016	216830	649.80
16-1865	01-C0233	C&A ENTERPRISES BY AMY, LLC	SHIRTS FOR AQUATICS	5/2016	1358	929.95
16-1859	01-L0043	LIFEGUARD STORE INC	SUPPLIES FOR AQUATIC CENT	6/2016	418572	171.60
16-1934	01-L0098	LINKS PAINTING, LLC	PAINTING WINDOW COVER	6/2016	2503	650.00
16-1880	01-P088	PARK N POOL	LOUNGE CHAIRS	6/2016	201606023201	2,000.00
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	37.00
16-1733	01-S0093	SMART TECHNOLOGIES INC	INSTALLATION OF NETWORK	6/2016	716955	719.75
16-2005	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS @ CONCESSIONS	6/2016	3234	217.00
16-1857	01-S9983	SUNBELT POOLS, INC	CHLORINE FOR AQUATIC CENT	5/2016	21873-1	1,985.00
DEPARTMENT TOTAL:						7,940.10
DEPARTMENT: 21 FINANCE						
16-1843	01-E0010	GAYLA EARLY	MEAL ALLOWANCE/CONFERENCE	5/2016	201605273145	120.00
16-1870	01-M0237	STEPHEN L. ROBERTSON	TOW FINANCE VEHICLE	5/2016	201605273150	112.30
16-1930	01-Q0003	QUICK PRINT OF OKLAHOMA	CITPROBATION CONTRACTS, CITA	5/2016	727650	792.69
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	87.00
16-1869	01-Y0040	YUKON TROPHY & AWARDS INC	STAMP FOR COURT CLERK	5/2016	516370	21.20
DEPARTMENT TOTAL:						1,133.19
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-1008	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	5/2016	R455672	13.00
16-1008	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	6/2016	R458099	28.00
16-0116	01-M0170	DAVID L. MORRIS	VEHICLE REPAIR	5/2016	201605273149	360.00
16-1390	01-00096	OKLAHOMA UNIFORM BUILDING	CCOLLECTION OF STATE FEES	6/2016	201606013187	348.00
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	0.04
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	125.00
16-1060	01-V0050	CELLCO PARTNERSHIP	CELL PHONE BILL	5/2016	9765828582	184.53
16-0694	01-X0005	XTREME SOLUTION SERVICES	LLMOWING & CLEANING ABATEME	5/2016	201605273164	190.00
16-0694	01-X0005	XTREME SOLUTION SERVICES	LLMOWING & CLEANING ABATEME	6/2016	201606013186	60.00
DEPARTMENT TOTAL:						1,308.57

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
16-0089	01-A0122	ALLIANCE MAINTENANCE, INC	DEPARTMENTAL CLEANING SER	6/2016	82109	1,295.00
16-0180	01-C1136	CITY OF OKC RADIO SHOP	PORTABLE, MOBILE, RADIO	5/2016	MUSTANG11-	5,706.00
16-0103	01-F0078	DAIOHS USA, INC	COFFEE SERVICES	5/2016	143960	63.65
16-1897	01-F1001	FS PLUMBING & BACKFLOW, INC	REPAIR WATER FOUNTAIN	5/2016	7978	85.00
16-1854	01-F4474	FIRETRON PROTECTION SYSTEMS	FIRE EXTINGUISHERS/SERVIC	5/2016	100427218	95.00
16-0098	01-G0067	GREGORY TERMITE & PEST CONT	ANNUAL TERMITE AGREEMENT	5/2016	201605313169	37.12
16-1879	01-I0126	COLOSSUS, INCORPORATED	MOBILE COP LICENSE RENEWA	5/2016	MN0000005416	517.92
16-1362	01-M0055	SANTIAGO BRENNANS MCDONALD	SPRISONER MEALS	5/2016	7003-163	213.30
16-1884	01-00010	ONE GAS, INC.	GAS SERVICES	5/2016	201605273156	186.10
16-1881	01-P0068	DAVID W. BURGST	CALL FOR SERVICE CARDS	5/2016	4694	455.00
16-1839	01-R0077	RANCHWOOD AUTOWORKS	MISC. VEHICLE MAINTENANCE	5/2016	60313	100.00
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	1,167.00
16-1853	01-S0206	STOLZ TELECOM, LLC	TAG BRACKETS & LIGHTS	5/2016	1807	796.00
16-1634	01-S0330	STREETS LLC MECHANICAL CONT	REPLACE HOT WATER TANK	5/2016	47882	5,217.00
16-0993	01-T0139	TRANSCRIPT PRESS	BUSINESS CARDS	5/2016	47948	29.28
16-0167	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM & JAIL CLEANING	5/2016	201605313177	393.00
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	5/2016	9766086430	737.06
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	6/2016	9765828582-	32.15
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	5/2016	201605273162	200.61
16-1292	01-W0167	DYLAN WILSON	SPRING TUITION	5/2016	201605273163	700.00
DEPARTMENT TOTAL:						18,026.19
DEPARTMENT: 42 ANIMAL CONTROL						
16-1883	01-A0122	ALLIANCE MAINTENANCE, INC	STRIP & WAX FLOORS	5/2016	81899	375.00
16-1854	01-F4474	FIRETRON PROTECTION SYSTEMS	FIRE EXTINGUISHERS/SERVIC	5/2016	100427218	141.58
16-1325	01-L0096	WILLIAM A AND LAURA L RIDLE	LAUNDRY SERVICE	6/2016	6164	78.32
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	6.00
16-0166	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	6/2016	9765828582-	32.15
DEPARTMENT TOTAL:						633.05
DEPARTMENT: 51 FIRE						
16-1792	01-A0110	ALL SEASON BUILDING SUPPLY,	BUILDING MAINT. & REPAIRS	5/2016	67932-	22.95
16-1795	01-A0194	AIRGAS, INC.	GAS METER CALIBRATION	5/2016	9051416273	124.23
16-1074	01-C0231	CONRAD FIRE	TECH SUPPORT & REPAIR	5/2016	506916	252.88
16-1201	01-E0111	EASTERN OK COUNTY TECHNOLOG	FLAMMABLE LIQUIDS CLASS	5/2016	20160193	540.00
16-1885	01-00010	ONE GAS, INC.	GAS SERVICE	5/2016	201605273154	123.63
16-1791	01-00025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT.	5/2016	0309-122686	23.02
16-2002	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023202	856.15
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	10.00
16-1821	01-Q0010	QUILL CORPORATION	PROJECTOR LAMP	5/2016	5588631	173.19
16-0403	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273139	1,250.00
16-0140	01-S0010	SYNCHRONY BANK	COFFEE SERVICE	5/2016	201605313165	683.80
16-1941	01-S0206	STOLZ TELECOM, LLC	REPAIR TO RADIO SYSTEM	6/2016	1832	1,497.96
16-0350	01-U0055	UNIFIRST HOLDINGS, INC.	SHOP TOWELS, MOP HEADS	5/2016	825 1101361	41.45
16-1793	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	5/2016	201605273161	8.73
DEPARTMENT TOTAL:						5,607.99

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
16-1987	01-C0010	CKENERGY ELECTRIC COOPERATIVE	ELECTRIC SERVICE	6/2016	201606013194	1,924.41
16-1895	01-00055	OG&E COMPANY	ELECTRIC SERVICE	5/2016	201605273151	104.79
16-1899	01-00055	OG&E COMPANY	ELECTRIC SERVICE	5/2016	201605273152	36.83
16-2000	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023204	62.48
16-2002	01-00055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023202	12,571.82
DEPARTMENT TOTAL:						14,700.33
FUND TOTAL:						106,797.12

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PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 04 - IMPOUND FEE FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE - IMPOUND						
16-1882	01-T0184	TURN-KEY MOBILE, INC	PANASONIC TOUGHBOOK COMP	6/2016	28748	13,636.00
DEPARTMENT TOTAL:						13,636.00
FUND TOTAL:						13,636.00

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PURCHASE ORDER CLAIM REGISTER

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-1952	01-D0014	LARRY DENTON	LABOR & MATERIAL DROP CEI	5/2016	651145	2,410.00
16-1616	01-K0009	KIDS PLACE DESIGNS	ENGINEERED WOOD MULCH	5/2016	0316	2,760.00
DEPARTMENT TOTAL:						5,170.00
FUND TOTAL:						5,170.00

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
16-1905	01-02520	OSU ENTOMOLOGY AND PLANT PAK - 5TH PROGRAMS		5/2016	201605313173	250.00
16-1909	01-B0244	BRENDAN PARKER MUSIC LLC	MUSICAL PERFORMANCE	5/2016	201605273122	250.00
16-1341	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	6/2016	5014097766	369.59
16-1901	01-C0172	JEREMY B. CUNKLE	STARKINDLER-BOOK	5/2016	201605313168	15.00
16-1910	01-K0051	KUNJAHDEE, LLC	FAMILY PERFORMANCE	5/2016	201605273123	175.00
16-1904	01-K2000	BENJAMIN A. OLDHAM	TWEEN ACTING WORKSHOP	5/2016	201605273120	100.00
16-1903	01-O0216	OK MUSEUM NETWORK	TWEEN PROGRAM	5/2016	201605313171	200.00
16-1907	01-O0216	OK MUSEUM NETWORK	TEEN PROGRAM	5/2016	201605313172	200.00
16-1906	01-O9002	OKC IMPROV	FAMILY PERFORMANCE	5/2016	201605273119	125.00
16-1908	01-O9002	OKC IMPROV	TEEN IMPROV WORKSHOP	5/2016	201605273121	125.00
16-1916	01-O9002	OKC IMPROV	TEEN IMPROV WORKSHOP	5/2016	201605273126	125.00
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273158	11.46
16-1914	01-W0115	MARTHA WELLS	ARGENTINE TANGO PERFORMAN	5/2016	201605273125	100.00
16-1915	01-W0115	MARTHA WELLS	ARGENTINE TANGO PERFORMAN	5/2016	201605273124	100.00
DEPARTMENT TOTAL:						2,146.05
FUND TOTAL:						2,146.05

FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-2010	01-00320	VICTOR GUTIERNEZ	PERFORMANCE	6/2016	201606023198	800.00
16-2014	01-K0047	TRAVIS KIDD	PERFORMANCE TUNES & TRUCK	6/2016	201606023199	1,500.00
16-1659	01-S0236	SWANK MOTION PICTURES, INC	MOVIES FOR MOVIE IN THE P	5/2016	2178874	348.00
DEPARTMENT TOTAL:						2,648.00
FUND TOTAL:						2,648.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
16-1499	01-L0098	LINKS PAINTING, LLC	PAINTING EXTERIOR CANOPY	6/2016	1585	7,860.00
DEPARTMENT TOTAL:						7,860.00
DEPARTMENT: 20 AQUATICS						
16-1880	01-P088	PARK N POOL	LOUNGE CHAIRS	6/2016	387428	2,744.77
DEPARTMENT TOTAL:						2,744.77
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-1726	01-J0040	JGVE, INC.	ENGINEERING SERVICES	5/2016	16051705	4,547.50
DEPARTMENT TOTAL:						4,547.50
DEPARTMENT: 41 POLICE						
16-1871	01-R0147	RCB BANK	2ND YR LEASE ON VEHICLES	5/2016	201605273160	64,720.04
DEPARTMENT TOTAL:						64,720.04
DEPARTMENT: 72 WATER						
16-1640	01-E0018	ELITE TOWERS, INC	PAINTING OF WATER TOWER	5/2016	201605313175	148,343.91
DEPARTMENT TOTAL:						148,343.91
FUND TOTAL:						228,216.22

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-1898	01-00910	JOHN A. MUNNEKE, MD	WORKERS COMP CLAIM	5/2016	201605273131	386.06
16-1938	01-H0150	HUMAN PERFORMANCE CENTER #7	WORKERS COMP CLAIM	5/2016	201605273128	105.23
16-1876	01-M0287	MCMC LLC	WORKERS COMP CLAIM	5/2016	201605273148	2.30
16-1900	01-M0287	MCMC LLC	WORKERS COMP CLAIM	5/2016	201605273130	3.45
16-1939	01-M0287	MCMC LLC	WORKERS COMP CLAIM	5/2016	201605273129	9.24
DEPARTMENT TOTAL:						506.28
FUND TOTAL:						506.28

May 2016 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 200.00
512	LIBRARY	\$ 1,200.00
513	PARKS & RECREATION	\$ 6,500.00
515	GENERAL GOVERNMENT	\$ 2,600.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 200.00
531	COMM. DEV.	\$ 200.00
541	POLICE	\$ 3,500.00
551	FIRE	\$ 1,000.00
TOTAL		\$ 18,400.00

May 2016 PAYROLL

<u>DEPT</u>		
511	CITY MANAGER	\$ 32,007.98
512	LIBRARY	\$ 29,323.96
513	PARKS & RECREATION	\$ 58,339.17
518	TOWN CENTER	\$ 5,283.83
519	BALL COMPLEX	\$ 21,750.92
520	AQUATICS	\$ 13,035.43
521	FINANCE	\$ 40,375.40
531	COMMUNITY DEVELOPMENT	\$ 35,398.24
541	POLICE	\$ 201,413.58
542	ANIMAL CONTROL	\$ 2,963.04
543	OHIO GRANT	\$ 1,734.85
551	FIRE	\$ 139,370.52
TOTAL		\$ 580,996.92

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-3

2. DATE: June 7, 2016

3. TITLE: Approval to turn past due utility accounts over to the collection agency

4. COUNCIL ACTION: Approve or Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND: The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,581.82 excluding collection agency fees.

7. STAFF SOURCE: Janet Watts, Finance Director

8. FINANCIAL IMPACT: Bad debt write-off of \$2,581.82

9. STAFF COMMENTS: Recommends turning accounts over to collections.

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. N/A

06/07/2016

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
03-0040-01	AUSTIN, JOHN	1931 W ROSE OAK DR	324 E RALEIGH TERR	\$ 55.68		
START DATE: 6/2/14		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/20/16						
14-0079-04	BALL, MICHAEL	714 S JONES LN	970 COUNTY ST 2986	\$ 29.95		
START DATE: 2/17/16		MUSTANG, OK 73064	BLANCHARD, OK 73010			
FINAL DATE: 4/13/16						
13-0209-14	BOWKER, LARISSA	436 W APPLE BRANCH WAY	6600 SW 119TH	\$ 29.81		
START DATE: 2/16/16		MUSTANG, OK 73064	OKC, OK 73173			
FINAL DATE: 4/11/16						
21-0195-09	CORNELL, KATIE	2017 EAST HILL TERR	PO BOX 22661	\$ 65.31		
START DATE: 9/8/14		MUSTANG, OK 73064	OKC, OK 73123			
FINAL DATE: 4/8/16						
17-0293-02	DAILY, JUSTIN & ASHLEY	531 E LINDEN LN	205 E ST	\$ 59.68		
START DATE: 8/1/14		MUSTANG, OK 73064	DAVIS, OK 73030			
FINAL DATE: 4/8/16						
21-0188-10	DUKE, SCOTT	2025 EAST HILL TERR	2025 EAST HILL TERR	\$ 276.80		
START DATE: 11/13/15		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/5/16						
06-0038-11	FERRELL, TYLER	1033 W GRIGGS WAY	1033 W GRIGGS WAY	\$ 78.80		
START DATE: 2/18/15		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/6/16						
10-0082-05	GRISWOLD, DANIEL	634 W SHEPHERD DR	634 W SHEPHERD DR	\$ 211.62		
START DATE: 1/14/10		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/19/16						
10-0001-05	IRWINS, FARRAH	606 S WOODLAND DR	606 S WOODLAND DR	\$ 221.78		
START DATE: 9/15/09		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/15/16						
09-0107-13	JOHNSON, ROBYN	1126 S HIGHLAND DR	1126 S HIGHLAND DR	\$ 213.02		
START DATE: 7/24/15		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/4/16						
13-0528-03	MARRON, STEPHEN	242 W PINES WAY	242 W PINES WAY	\$ 730.14		
START DATE: 9/24/15		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 3/29/16						
22-0472-04	ORSBURN, JANIE	329 E TWELVE OAKS TERR	3978 TRAILS END	\$ 63.01		
START DATE: 10/30/13		MUSTANG, OK 73064	KINGSTON, OK 73439			
FINAL DATE: 3/23/16						
06-0134-00	RODGERS, ROBERT	1030 W RIDGECREST WAY	314 SAGE BRUSH RD	\$ 95.66		
START DATE: 5/16/97		MUSTANG, OK 73064	YUKON, OK 73099			
FINAL DATE: 3/31/16						
06-0196-05	RUIZ, REBECCA	733 N LUDY WAY	1710 SE 34TH APT 719	\$ 179.91		
START DATE: 8/13/15		MUSTANG, OK 73064	AMARILLO, TX 79118			
FINAL DATE: 4/5/16						
10-0107-09	SMOTHERS, TASHA	642 W ELDER DR	12701 N PENN AVE APT 227	\$ 88.65		
START DATE: 8/30/16		MUSTANG, OK 73064	OKC, OK 73120			
FINAL DATE: 4/5/16						
05-0220-10	VASQUEZ, TONY	1172 W WESTCHESTER WAY	222 W WESTCHESTER WAY	\$ 18.45		
START DATE: 3/20/15		MUSTANG, OK 73064	MUSTANG, OK 73064			
FINAL DATE: 4/11/16						
15-0282-10	WASHINGTON, RICHARD	503 S CASTLEROCK LN	14120 OSAGE DR	\$ 53.64		
START DATE: 3/4/16		MUSTANG, OK 73064	EDMOND, OK 73103			
FINAL DATE: 4/15/16						
17-0089-05	WILBOURN, D. RUSHELLE	717 S BROOKVIEW LN	715 SOUTH SENECA AVE	\$ 109.91		
START DATE: 8/29/08		MUSTANG, OK 73064	BARTLESVILLE, OK 74003			
FINAL DATE: 4/21/16						

ACCOUNTS: 18

TOTALS: \$ 2,581.82 \$ 903.64 \$ 3,485.46

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-4
2. **MEETING DATE:** June 7, 2016
3. **TITLE:** Approval to turn past due library accounts over to collection agency.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**
The attached library accounts are past due and need to be sent to collections.
The total balance is \$1,098.64 collection agency fees.
7. **FINANCIAL IMPACT:**
Inventory loss of \$1,098.64
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Desiree Webber, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for May 2016

[illegible]

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: June 7, 2016

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

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City periodically eliminates property assets (see attached listing) deemed to be no longer needed by the department(s). The net proceeds of the sale will be deposited to the fund in which the item was original purchased.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

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

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO.

11. Attachment:

Schedule of Surplus Listing - Capital Assets - Governmental Type - Value of \$1,000 or more.

CITY OF MUSTANG
SCHEDULE OF SURPLUS - CAPITAL ASSETS
For the year ending June 30, 2016

Governmental Assets Description:	FA Number	Expense Account	Cat	Serial #	Need Council Approval To Surplus	Primary Location	Original Cost	Accum Depr Write Off Amount	Approval Date
CUSHMAN BOOM MASTER	01065	01-519	40	LM10153	YES	BALL COMPLEX	7,598.00	7,598.00	6/7/16
SOFA (2)	1163	01-513	40	M9057/IN LOUNGE	YES	TOWN CENTER	3,620.00	3,620.00	6/7/16
ICE MACHINE & BIN	2856	01-519	40	HMKM-650MWH	YES	BALL COMPLEX	4,862.00	4,780.96	6/7/16
							16,080.00	15,998.96	

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CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-6

2. MEETING DATE: JUNE 7, 2016

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

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

5. INITIATOR: Community Development

COMMENTS & FACTS: RJ Designs, Inc. is constructing a home at 5900 Twin Fawn Trails, in Fawn Trails Subdivision just north of the City of Mustang. He has submitted a request to utilize Mustang water for this address.

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

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

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

STAFF RECOMMENDATION:

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

8. STAFF COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

AGREEMENT

This Agreement made and entered into by and among the City of Mustang and the Mustang Improvement Authority (Collectively referred to as "City") and RJ DESIGNS INC. (hereinafter referred to as Customer).

WITNESSETH

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

WHEREAS, customer desires to purchase water from City, for personal use at the property located at 5900 TWIN FAWN TRAIL, MUSTANG, OK

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

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

1. City agrees to sell, and customer agrees to purchase water from the City for personal use at the property located at 5900 TWIN FAWN TRAIL, MUSTANG, OK

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

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

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

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

6. It is mutually understood and agreed by the parties that Customer accepts such treated water as it is at the time it is extracted or received from the City, provided that the water is of the quality and quantity distributed to other customers of City. Any determination by Customer that said water is not of such quality or quantity for its needs shall not give rise to any claim, action, or cause of action against City. It is further provided that if the water is of insufficient quantity to meet Customer's reasonable needs or is of inadequate quality for a period of seven consecutive days, then the Customer can terminate this Agreement upon seven (7) days written notice. It is further understood and agreed by the parties hereto that neither the City nor the Authority shall be held liable for any damage to Customer's pipeline or facilities that may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, loss of power, cessation of pumping, or any other operation or failure of the City system. In the event of service interruption, City shall act reasonably in an effort to timely restore service.
7. It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant Customer any property right of any nature or kind in the provisions of water service, sources, treatment facilities, distribution system, waters or water rights, or the City water system. Customer expressly covenants and agrees to make no claim of any nature or kind under this Agreement upon such property, facilities, water or water rights of City.
8. The primary term of this Agreement shall be from the effective date of this Agreement to the end of the 2015 - 2016 fiscal year; provided, however, that its provisions will be extended from fiscal year to fiscal year unless either party gives thirty (30) days written notice that it will not renew, unless otherwise terminated as provided herein.
9. All other provisions herein notwithstanding, any party may terminate this Agreement, for non-payment or upon violation by other party or parties of any material provision of this Agreement, or for any reason, by giving thirty (3) days prior written notice of its intention to do so. This Agreement shall automatically terminate at the end of such thirty-day period unless such violation is corrected, provided that any other remedy or remedies available under the law for such violation shall not be limited to this provision or the exercise of rights conferred by this provision.
10. This Agreement is not assignable except upon the prior written consent of all parties hereto. This provision is expressly applicable in the event Customer sells, leases, or otherwise conveys the property described herein, in which case, this Agreement will automatically terminate at the time of this conveyance, unless the parties have previously agreed to such assignment. It is further expressly provided that nothing in this Agreement shall be construed to prevent City from entering into a separate or new agreement with the successor to the property if so determined by the governing body.
11. This Agreement shall be executed induplicate, each copy of which shall be an original.

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

AGREEMENT
PAGE 4

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

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

CITY OF MUSTANG

MAYOR

ATTEST: (Seal)

CITY CLERK



CUSTOMER

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

CHAIRMAN

ATTEST:

SECRETARY

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

CITY ATTORNEY
CITY OF MUSTANG

ORIGINAL

Sunny

AGREEMENT FOR
TEMPORARY SALE OF TREATED WATER
IN OKLAHOMA CITY

FAWN TRAILS LOTS 1-9 TO INCLUDE 6" WATER LINE. LOT ADDRESSES AS
follows: 5800, 5801, 5808, 5811, 5817, 5840, 5801, 5808 & 5809
Service Address: Twin Fawn Trail, Oklahoma City, OK
Temporary Service Provider: City of Mustang

1. Gerald P. Speed (hereinafter called "Applicant") agrees and acknowledges that the City of Oklahoma City permits the sale of water to the Applicant by the City of Mustang (hereinafter called "Temporary Supplier") and Temporary Supplier is authorized to sell treated water in Oklahoma City only for the period and purposes stated in this Agreement for Temporary Sale of Treated Water ("Agreement") and only for use by Applicant on the property (hereinafter called "subject property") described in the attachment to this Agreement.
2. Applicant agrees to disconnect from Temporary Supplier's water system and to connect to the Oklahoma City water system at such time as the Oklahoma City water system may be extended within one hundred (100) feet of Applicant's property line or at such time as an assessment district including the Applicant's property is created. Nothing herein waives or relieves the Applicant from any cost, fee, or assessment of Applicant's share of the cost of any extension of water service to the subject property.
3. Should a water assessment district be created or should Applicant be presented a petition for water assessment district, which includes Applicant's property, the Applicant hereby consents to the creation of the district and agrees to participate in the Applicant's share of the assessed costs.
4. The Applicant covenants and agrees not to petition for or support a petition for deannexation from Oklahoma City or annexation to another municipality.
5. The Applicant grants and donates to Oklahoma City and its Trust such easements as are necessary for construction, operation, and maintenance of public utilities.
6. The Applicant agrees to not permit others to connect to or draw water from Applicant's water connection or Applicant's water system. The Applicant agrees not to re-sell the water obtained pursuant hereto.
7. The Applicant agrees not to subdivide its property without the express prior written approval of the Director of Water and Wastewater Utilities for the City of Oklahoma City, which approval shall not be unreasonably withheld. The water and wastewater systems for any such subdivision must be extended in accordance with existing Oklahoma City extension policies.

8. The Applicant agrees and acknowledges that neither this Agreement nor the temporary permission to obtain water pursuant hereto shall be assigned or sold, but that this Agreement and the rights and obligations hereunder shall run with the subject property to the benefit of subsequent owners.

9. The Applicant acknowledges that The City of Oklahoma City is not responsible for the quality or quantity of water provided to Applicant by the Temporary Supplier even should the Temporary Supplier have purchased all or a portion of the water from The City of Oklahoma City.

10. The Applicant understands and agrees that this Agreement, these covenants, and the diagram shall be filed of record in the county where the subject property is located.

11. The Applicant will comply with all laws and regulations of the City, State, and Federal government.

APPLICANT

By Gerald R. Speed
herein called Applicant

Date 6-19-07

By _____
herein called Applicant

Date _____

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

SUBSCRIBED and Sworn to before me this 19th day of June, 2007.

SEAL

Susan B. Cherep
Notary Public

My commission expires 12/6/08 My commission number 04010935

TEMPORARY SUPPLIER

By _____ Date _____
herein called Temporary Supplier

By Mike Rudege Date 7-18-07
herein called Temporary Supplier

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

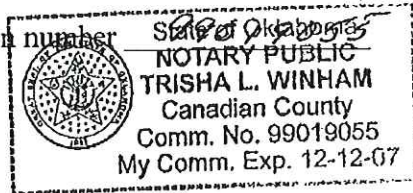
SUBSCRIBED and Sworn to before me this 18 day of July, 2007.

SEAL

Trisha L. Winham
Notary Public

My commission expires 12-12-07

My commission number



THE CITY OF OKLAHOMA CITY

By Jim Burge
As Director of Utilities

Date 6/27/07

*conditional on execution by City of Mustang
as Temporary Supplier - mme*

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: JUNE 7, 2016

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

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

5. INITIATOR: Community Development

COMMENTS & FACTS: RJ Designs, Inc. is constructing a home at 5816 Twin Fawn Trails, in Fawn Trails Subdivision just north of the City of Mustang. He has submitted a request to utilize Mustang water for this address.

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

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

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

STAFF RECOMMENDATION:

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

8. STAFF COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

AGREEMENT

This Agreement made and entered into by and among the City of Mustang and the Mustang Improvement Authority (Collectively referred to as "City") and R J DESIGNS INC (hereinafter referred to as Customer).

WITNESSETH

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

WHEREAS, customer desires to purchase water from City, for personal use at the property located at 5816 TWIN FAWN TRAIL, MUSTANG, OK

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

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

1. City agrees to sell, and customer agrees to purchase water from the City for personal use at the property located at 5816 TWIN FAWN TRAIL, MUSTANG, OK

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

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

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

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

6. It is mutually understood and agreed by the parties that Customer accepts such treated water as it is at the time it is extracted or received from the City, provided that the water is of the quality and quantity distributed to other customers of City. Any determination by Customer that said water is not of such quality of quantity for its needs shall not give rise to any claim, action, or cause of action against City. It is further provided that if the water is of insufficient quantity to meet Customer's reasonable needs or is of inadequate quality for a period of seven consecutive days, then the Customer can terminate this Agreement upon seven (7) days written notice. It is further understood and agreed by the parties hereto that neither the City nor the Authority shall be held liable for any damage to Customer's pipeline or facilities that may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, loss of power, cessation of pumping, or any other operation or failure of the City system. In the event of service interruption, City shall act reasonably in an effort to timely restore service.
7. It is expressly understood and agreed by the parties that no provision of this Agreement is to be construed to grant Customer any property right of any nature or kind in the provisions of water service, sources, treatment facilities, distribution system, waters or water rights, or the City water system. Customer expressly covenants and agrees to make no claim of any nature or kind under this Agreement upon such property, facilities, water or water rights of City.
8. The primary term of this Agreement shall be from the effective date of this Agreement to the end of the 2015 - 2016 fiscal year; provided, however, that its provisions will be extended from fiscal year to fiscal year unless either party gives thirty (30) days written notice that it will not renew, unless otherwise terminated as provided herein.
9. All other provisions herein notwithstanding, any party may terminate this Agreement, for non-payment or upon violation by other party or parties of any material provision of this Agreement, or for any reason, by giving thirty (3) days prior written notice of its intention to do so. This Agreement shall automatically terminate at the end of such thirty-day period unless such violation is corrected, provided that any other remedy or remedies available under the law for such violation shall not be limited to this provision or the exercise of rights conferred by this provision.
10. This Agreement is not assignable except upon the prior written consent of all parties hereto. This provision is expressly applicable in the event Customer sells, leases, or otherwise conveys the property described herein, in which case, this Agreement will automatically terminate at the time of this conveyance, unless the parties have previously agreed to such assignment. It is further expressly provided that nothing in this Agreement shall be construed to prevent City from entering into a separate or new agreement with the successor to the property if so determined by the governing body.
11. This Agreement shall be executed induplicate, each copy of which shall be an original.

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

AGREEMENT

PAGE 4

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

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

CITY OF MUSTANG

MAYOR

ATTEST: (Seal)

CITY CLERK



CUSTOMER

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

CHAIRMAN

ATTEST:

SECRETARY

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

CITY ATTORNEY
CITY OF MUSTANG

ORIGINAL

Sunny

AGREEMENT FOR
TEMPORARY SALE OF TREATED WATER
IN OKLAHOMA CITY

Service Address: FAWN TRAILS LOTS 1-9 TO INCLUDE 6" WATER LINE. LOT ADDRESSES AS FOLLOWS: 5800, 5801, 5808, 5816, 5817, 5900, 5901, 5908 & 5909
TWIN FAWN TRAIL, OKLAHOMA CITY, OK
Temporary Service Provider: CITY OF MUSTANG

1. Gerald P. Speal (hereinafter called "Applicant") agrees and acknowledges that the City of Oklahoma City permits the sale of water to the Applicant by the City of Mustang (hereinafter called "Temporary Supplier") and Temporary Supplier is authorized to sell treated water in Oklahoma City only for the period and purposes stated in this Agreement for Temporary Sale of Treated Water ("Agreement") and only for use by Applicant on the property (hereinafter called "subject property") described in the attachment to this Agreement.
2. Applicant agrees to disconnect from Temporary Supplier's water system and to connect to the Oklahoma City water system at such time as the Oklahoma City water system may be extended within one hundred (100) feet of Applicant's property line or at such time as an assessment district including the Applicant's property is created. Nothing herein waives or relieves the Applicant from any cost, fee, or assessment of Applicant's share of the cost of any extension of water service to the subject property.
3. Should a water assessment district be created or should Applicant be presented a petition for water assessment district, which includes Applicant's property, the Applicant hereby consents to the creation of the district and agrees to participate in the Applicant's share of the assessed costs.
4. The Applicant covenants and agrees not to petition for or support a petition for deannexation from Oklahoma City or annexation to another municipality.
5. The Applicant grants and donates to Oklahoma City and its Trust such easements as are necessary for construction, operation, and maintenance of public utilities.
6. The Applicant agrees to not permit others to connect to or draw water from Applicant's water connection or Applicant's water system. The Applicant agrees not to re-sell the water obtained pursuant hereto.
7. The Applicant agrees not to subdivide its property without the express prior written approval of the Director of Water and Wastewater Utilities for the City of Oklahoma City, which approval shall not be unreasonably withheld. The water and wastewater systems for any such subdivision must be extended in accordance with existing Oklahoma City extension policies.

8. The Applicant agrees and acknowledges that neither this Agreement nor the temporary permission to obtain water pursuant hereto shall be assigned or sold, but that this Agreement and the rights and obligations hereunder shall run with the subject property to the benefit of subsequent owners.

9. The Applicant acknowledges that The City of Oklahoma City is not responsible for the quality or quantity of water provided to Applicant by the Temporary Supplier even should the Temporary Supplier have purchased all or a portion of the water from The City of Oklahoma City.

10. The Applicant understands and agrees that this Agreement, these covenants, and the diagram shall be filed of record in the county where the subject property is located.

11. The Applicant will comply with all laws and regulations of the City, State, and Federal government.

APPLICANT

By Donald P. Speed
herein called Applicant

Date 6-19-07

By _____
herein called Applicant

Date _____

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

SUBSCRIBED and Sworn to before me this 19th day of June, 2007.

SEAL

Susan B. Chereke
Notary Public

My commission expires 12/6/08 My commission number 04010935

TEMPORARY SUPPLIER

By _____ Date _____
herein called Temporary Supplier

By Michelle Rudez Date 7-18-07
herein called Temporary Supplier

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

SUBSCRIBED and Sworn to before me this 18 day of July, 2007.

SEAL

Trisha L. Winham
Notary Public

My commission expires 12-12-07

My commission number



THE CITY OF OKLAHOMA CITY

By Jim Suggs
As Director of Utilities

Date 6/27/07

*conditional on execution by City of Mustang
as Temporary Supplier - mme*

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-1 & 2

2. MEETING DATE: June 7, 2016

3. TITLE:

Discussion, Consideration, and Possible Action on Resolution 16-041 Approving the Fiscal Year 2016-2017 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Timothy Rooney, City Manager

6. BACKGROUND:

In accordance with State Statutes, the Public Hearing must be held on the proposed budget 15 days prior to the start of the fiscal year. The budget summary and notice of the public hearing was published in the newspaper(s) five days prior to this hearing.

The annual budget hearing is the public's opportunity to be heard.

Approval of the fiscal year 2016-2017 budget includes the following:

- Projecting sales tax revenue to remain flat due to the current downturn in the economy facing all Oklahoma municipalities;
- Reduction of 5% in operational budgets within the General Fund;
- Job reclassification for two (2) baseball complex positions;
- No merit increases for all City employees;
- A 7.5% in costs associated with employee health care;
- Mandated Police (13%) and Fire (14%) contributions to pension plan;
- Oklahoma Municipal Retirement Fund contributions of 11.79% for City retirement plan;
- Street Improvement Fund provides \$20,000 for new sidewalk installations, \$116,000 (Resolution 16-026) for installation of a traffic light at the corner of E. Plantation Terrace and Mustang Road, \$42,500 mandated federal-aid railroad safety project for improvements of the SLWC crossing at Czech Hall Road and 89th Street;

- Capital improvements totaling \$764,036 and reserving fund balance of \$965,964 for next year's carryover;
- Transfer of funds to Workers Compensation Fund of \$100,000 to cover annual excess workers compensation coverage from the General Fund and Mustang Improvement Authority;
- Mustang Improvement Authority Reserve Fund restricted for water and wastewater maintenance and construction projecting a budget of \$793,700. The capital improvement fee has funded the following projects: completion of the 59th Street waterline relocation, replacement of well#1 pump and motor, completion of the Meadow Lane sewer rehabilitation, well #3 pump repair, rebuilt discharge pump #1 and #2 at the WWTP.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Timothy Rooney, City Manager

10. ORDINANCE /RESOLUTION NO. 16-041

11. ATTACHMENT: Appendix A

RESOLUTION 16-041

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MUSTANG, OKLAHOMA, BUDGET FOR THE FISCAL YEAR 2016-2017 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

Whereas, the City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in O.S. Sections 17-201 through 17-216; and

Whereas, the City Manager has prepared a budget for the fiscal year ending June 30, 2017 (fiscal year 2016-2017) consistent with the Act; and

Whereas, the Act in section 17-215 provides the Chief Executive Office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund(s); and

Whereas, the budget has been formally presented to the Mustang City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

Whereas, the governing body has conducted a Public Hearing on the proposed budget for the fiscal year ending June 30, 2017, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act, and

Now, therefore, be it resolved by the Mayor and City Council of the City of Mustang, Oklahoma;

Section 1: The City Council of the City of Mustang does hereby adopt the fiscal year 2016-2017 budget on the 7th day of June 2016 with total resources available in the amount of \$60,615,215 and total fund/departamental appropriations in the amount of \$60,615,215 (included reserves of \$8,907,030). Legal appropriations (spending and/or encumbering limits) are hereby established as provided in Appendix A to this Resolution.

Section 2: The City Council does hereby authorize the City Manager, or designee, to transfer any unexpended and unencumbered appropriations, at any time throughout fiscal year 2016-2017, from one department to another within a fund, without further approval by the City Council.

Section 3: All supplemental appropriations (increase) or decrease in the total appropriations of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

PASSED AND APPROVED this **7th** day of **June 2016**.

Mayor

ATTEST:

City Clerk

**APPENDIX A
CITY OF MUSTANG
PROPOSED BUDGET
FY 2016-2017**

	General Fund	Special Revenue Funds	Capital Project Funds	Debt Service Fund	Enterprise Fund	Internal Service Fund	Total Funds
BEGINNING FUND BALANCE/ NET WORKING CAPITAL - ESTIMATED	\$ 2,100,000	\$ 820,850	\$ 915,039	\$ 220,000	\$ 3,891,000	\$ 458,000	\$ 8,404,889
2014 Restricted Carryover					6,942,020		\$ 6,942,020
RESOURCES:							
Ad Valorem Taxes				319,000			319,000
Charges for Services	1,057,000				7,765,000		8,822,000
Other Fees		4,800				100,000	104,800
Tax and Franchise Fees	11,446,000				9,900,000		21,346,000
Licenses and Permits	368,700						368,700
Fines	461,065	2,775					463,840
Interest Income	11,000	4,900	5,251	1,200	11,620	3,000	36,971
Miscellaneous Revenues	239,810	12,200			68,020	4,000	324,030
Transfers	7,713,300	570,500	885,000		4,314,165		13,482,965
Total Resources	21,296,875	595,175	890,251	320,200	22,058,805	107,000	45,268,306
Total Available for Appropriations	23,396,875	1,416,025	1,805,290	540,200	32,891,825	565,000	60,615,215
APPROPRIATIONS:							
Mayor and Council	202,450						202,450
City Manager	444,183						444,183
Library	466,584	11,775	12,000				490,359
Parks and Recreation	980,675	105,200	79,794				1,165,669
General Government	1,590,200		47,653		332,125	160,000	2,129,978
Town Center	345,630		141,287				486,917
Ball Complex	522,490		92,734				615,224
Aquatics	227,250		24,351				251,601
Finance	608,725						608,725
Community Development	491,835		92,050				583,885
Police	2,991,502	58,150	263,457				3,313,109
Animal Control	73,330						73,330
Fire	2,044,405		2,000				2,046,405
Streets	200,000	228,500	69,000				497,500
Water			15,000		2,583,000		2,598,000
Sewer					842,000		842,000
Sanitation					975,000		975,000
Debt Service				306,250	3,856,815		4,163,065
2014B Construction Projects					6,942,020		6,942,020
Transfers	10,244,300	3,300			13,031,165		23,278,765
Total Appropriations	\$ 21,433,559	\$ 406,925	\$ 839,326	\$ 306,250	\$ 28,562,125	\$ 160,000	\$ 51,708,185
Estimated Ending Fund Balance/ Net Working Capital	\$ 1,963,316	\$ 1,009,100	\$ 965,964	\$ 233,950	\$ 4,329,700	\$ 405,000	\$ 8,907,030

NOTICE OF PUBLIC HEARING OF PROPOSED BUDGET

A public hearing on the FY 2016-2017 City of Mustang budget will be held at 7:00 p.m. on June 7, 2016, at Mustang City Hall for the purpose of discussing the City budget for the fiscal year beginning July 1, 2016. The public hearing is open to the public and citizen comments on the proposed budget will be welcome. Copies of the proposed FY2016-2017 budget are available for review in the Office of the City Clerk, Library (Town Center) and City's Website @ www.cityofmustang.org

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: _____

2. MEETING DATE: June 7, 2016

3. TITLE: Approval of Change Order #1 and Pay Application #1 for project titled Mustang Tower Improvements.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Michael Taylor, Cowan Group

6. BACKGROUND: At the March 15, 2016 City Council meeting a contract for Elite Towers Inc. was approved for preparation and painting of the Mustang water tower. Work included interior and exterior preparation and painting. The attached change order was issued due to the following items:

1. Elite Towers mobilized to the site then had to wait for the tower to be pumped down. The delay was due to a booster station repair
2. Interior mud washout and removal. Additional line debris was in the tank and took longer to remove and haul off.
3. Replaced safety climb rail allowing for safe attachment of workers to the structure
4. Deducted was due to pressure washing the site instead of sandblasting

Elite Towers Inc. original bid amount: \$255,299.00

Change Order #1: \$33,887.76

Total: \$289,186.76

7. FINANCIAL IMPACT: Additional \$33,887.76 bringing total project cost to \$289,186.76

8. STAFF'S COMMENTS: Cowan Group Engineering and City Staff recommends approving Change Order #1 and Pay Application #1. Change order presented would have been similar with any contractor and total cost is still below the next lowest bidder which was \$344,300.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

REQUEST FOR CHANGE ORDER

No. 1

PROJECT:	Mustang Tower Improvements	DATE OF ISSUANCE:	5/2/2016
----------	----------------------------	-------------------	----------

OWNER: City of Mustang/Mustang Improvement Authority
1501 N. Mustang Rd
Mustang, OK 73064

CONTRACT NO. 1

CONTRACTOR: Elite Towers Inc
911 S Mustang Rd
Blanchard, OK 73010

OWNER's Project No. MUS-WT15-003

CONTRACT FOR: Mustang Tower Improvements

ENGINEER: Cowan Group Engineering, LLC.

ENGINEER's Project No.

You are directed to make the following changes in the Contract Documents.

Description: Tank Modifications

Purpose of Change Order:

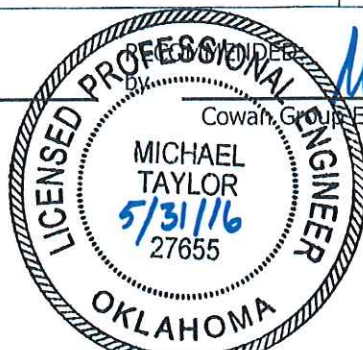
1. Wait time on Pump down - \$9,898.90
2. Interior Mud Washout and Removal - \$11,874.00
3. Painters Rail, Safety Climb Rail Replacement, Bolt Replacement and Qty. 3 Ladder Rung Replacement (Interior Dry Riser - top 3 rungs bent bar) \$37,516.86
4. Pressure Wash Cone & Shell In Lieu of Sand Blasting - (-\$25,402.00)

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
\$ 255,299.00	120
	days or date
Previous Change Orders:	Net change from previous Change Orders days
\$ N/A	N/A
Contract Price prior to this Change Order	Contract Time Prior to this Change Order
\$ 255,299.00	120
	days or date
Net Change of this Change Order	Net Increase of this Change Order days
\$ 33,887.76	N/A
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$ 289,186.76	120
	days or date

REQUESTED:
by

Elite Towers Inc.



Cowan Group Engineering, LLC.

APPROVED:
by

City of Mustang/Mustang Improvement Authority

Contractor's Application for Payment No.

1 Sheet 1 of 3

To (Owner): City of Mustang		Application Period: 4/10/2016-5/26/2016	Application Date: 5/26/2016
Project: Mustang Tower Improvements		From (Contractor): Elite Towers Inc.	Via (Engineer): Cowan Group Engineering
Owner's Contract No.: MUS-WT15-003	Contractor's Project No.:	Contractor's Invoice No.:	Engineer's Project No.: 14-216:10

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1		\$33,887.76	
TOTALS		\$33,887.76	
NET CHANGE BY CHANGE ORDERS		\$33,887.76	

1. ORIGINAL CONTRACT PRICE..... \$ \$255,299.00
2. Net change by Change Orders..... \$ \$33,887.76
3. Current Contract Price (Line 1 + 2)..... \$ \$289,186.76
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ \$191,822.81
5. RETAINAGE:
 - a. 5% X \$191,822.81 Work Completed..... \$ \$9,591.14
 - b. 5% X Stored Material..... \$ \$9,591.14
 - c. Total Retainage (Line 5a + Line 5b)..... \$ \$182,231.67
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$182,231.67
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$182,231.67
8. AMOUNT DUE THIS APPLICATION..... \$ \$182,231.67
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ \$106,955.09

Contractor's Certification

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

By: 	Date: 5/26/2016
---	-----------------

Payment of: \$ 182,231.67 (Line 8 or other - attach explanation of the other amount)	
is recommended by:  (Engineer) 5/31/16	(Date)
Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	
is approved by: _____ (Owner)	(Date)
Approved by: _____ Funding Agency (if applicable)	(Date)

Progress Estimate - Unit Price Work

Contractor's Application

Sheet 2 of 3

Owner:	City of Mustang	Contractor:	Elite Towers Inc.		Application Number	1							
For (Contract):	Mustang Tower Improvements	Engineer:	Cowan Group Engineering										
Application Period	4/10/2016-5/26/2016				Application Date	5/26/2016							
A							B	C	D	E	F		G
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)			
1	Mobilization, Bonds, & Insurance	1	\$15,000.00	\$15,000.00	1	\$15,000.00		\$15,000.00	100.0%				
2	Pressure Wash Cone & Shell in Lieu of Sand Blasting (C.O. #1)	1	\$29,598.00	\$29,598.00	0.5	\$14,799.00		\$14,799.00	50.0%	\$14,799.00			
3	Paint Exterior - 3 Coat System	1	\$85,000.00	\$85,000.00	0.125	\$8,125.00		\$8,125.00	12.5%	\$56,875.00			
4	Sand Blast Interior	1	\$53,000.00	\$53,000.00	1	\$53,000.00		\$53,000.00	100.0%				
5	Paint Interior - 3 Coat System	1	\$43,799.00	\$43,799.00	0.95	\$41,609.05		\$41,609.05	95.0%	\$2,189.95			
6	Provide & Install Flapper & Screen on Overflow Pipe	1	\$3,000.00	\$3,000.00						\$3,000.00			
7	Provide Fall Protection Signage Per OSHA	1	\$500.00	\$500.00						\$500.00			
8	Provide Confined Space Entry Sign	1	\$500.00	\$500.00						\$500.00			
9	Remove & Secure Conduit on Access Tube Ladder	1	\$4,500.00	\$4,500.00						\$4,500.00			
10	Disinfection & Testing	1	\$5,000.00	\$5,000.00						\$5,000.00			
11	Logo (Mustang)	2	\$5,000.00	\$10,000.00						\$10,000.00			
12	Wait Time on Pump Down (C.O. #1)	1	\$9,898.90	\$9,898.90	1	\$9,898.90		\$9,898.90	100.0%				
13	Interior Mud Washout & Removal (C.O. #1)	1	\$11,874.00	\$11,874.00	1	\$11,874.00		\$11,874.00	100.0%				
14	Painters Rail, Safety Climb Replacement, Bolt Replacement & Qty. 3 Ladder Rung Replacement (C.O. #1)	1	\$37,516.86	\$37,516.86	1	\$37,516.86		\$37,516.86	100.0%				
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
Totals				\$289,186.76		\$191,822.81		\$191,822.81	66.3%	\$97,363.95			

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. 14-4+5
2. MEETING DATE: June 7, 2016
3. TITLE: Ordinance No. 1139
Resolution No. 16-042
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: As communicated in the March and May Work Sessions, Ordinance No. 710 amended Ordinance No. 647 relating to the purpose of the one percent sales tax approved by voters on August 27, 1996. It allowed for a 1% sales tax levied by the ordinance to be expended to pay the principal of and interest on indebtedness incurred on behalf of the City of Mustang by the Mustang Improvement Authority for constructing and equipping a Community Center facility, a Library, a Sports Complex, a Police facility, and an Aquatics Center. The ordinance also called for the tax to cease when the indebtedness pays off or July 31, 2030, whichever occurred first.

As staff reviewed with the City Council at both of the aforementioned Work Sessions, the 1% sales tax (Ordinance No. 710) could expire as early as June 30, 2017, thirteen (13) years earlier than projected back in 1999 to pay debt associated with construction of the aforementioned facilities.

Based on feedback received from the City Council at both work sessions, staff has worked to draft language to put this measure before the voters, which has resulted in proposed Resolution No. 16-042 which calls the election, and Ordinance No. 1139 which provides for the extension of the 1% sales tax to June 30, 2030 (the original date proposed within Ordinance No. 710) and allocates 10% of the revenues for personnel costs related to public safety and 90% to be used for capital expenditures for the use and benefit of the City. The next available date for Mustang citizens to vote on this issue is August 23, 2016 and such election must be called no later than June 8, 2016. As a result, both Resolution No. 16-042 and Ordinance No. 1139 have been placed on the June 7, 2016 City Council agenda.

Potential projects are currently being reviewed by staff and would likely include items in four specific areas: Public Safety, Infrastructure, Roads/Streets, and Quality of Life. Currently the 1% sales tax generates \$2,475,000 annually. Assuming no growth in that collection for a 13 year period, it is estimated that the City of Mustang could borrow approximately \$25,000,000 to complete projects in the above mentioned areas upon passage. Please note: The City Council is not voting to borrow money if either Resolution No. 16-042 or Ordinance No. 1139 are approved.

6. FINANCIAL IMPACT: If ultimately approved by the voters of this community, it could provide a funding mechanism to complete several needed projects as well as fund a portion of personnel costs in both the Police and Fire Departments.
7. STAFF COMMENTS: None
8. STAFF SOURCE: Timothy Rooney, City Manager
9. RESOLUTION / ORDINANCE: Resolution No. 16-042 and Ordinance No. 1139

ORDINANCE NO. 1139

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA (THE "CITY"), AMENDING ORDINANCE NO. 647 OF THE CITY DATED JUNE 20, 1996, AS HERETOFORE AMENDED BY ORDINANCE NO. 710 OF THE CITY DATED MAY 12, 1999; PROVIDING FOR THE PURPOSE OF REVENUES AND TERM OF TAX; PROVIDING FOR THE EFFECTIVE DATE; PROVIDING REMAINDER OF ORDINANCE NO. 647, AS HERETOFORE AMENDED REMAIN UNCHANGED; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

Section 1. Amendment to Section 2 of Ordinance No. 647. Section 2 of Ordinance No. 647, as heretofore amended by Ordinance No. 710, currently reads as follows:

"Section 2. It is hereby declared to be the purpose of the revenues provided by the additional one percent (1%) excise tax levied by this Ordinance to provide revenues to enlarge, extend and improve the street systems of the City of Mustang, Oklahoma, and pay all costs related thereto. PROVIDED, after September 30, 2001, the revenues provided by the additional one percent (1%) excise tax levied by this Ordinance shall be expended to pay the principal of and interest on indebtedness incurred on behalf of the City of Mustang by The Mustang Improvement Authority to provide funds for constructing and equipping a community center facility, a public library facility, a sports complex, a new municipal police facility and an aquatic center. PROVIDED FURTHER, that when all of said indebtedness shall have been paid, or full cash provision for its payment made, but not later than July 31, 2030, this Ordinance shall cease to be effective and the additional excise tax levied by Ordinance No. 647 shall no longer be levied."

Section 2 of Ordinance No. 647 is hereby amended to read as follows:

"Section 2. It is hereby declared that the revenues of the one percent (1%) excise tax currently levied pursuant to Ordinance No. 647 be made available for the following purposes: (i) ninety percent (90%) of the revenues be used for capital expenditures for the use and benefit of the City, or any public trust with the City as beneficiary and/or for debt service in connection with obligations issued to finance said capital expenditures and (ii) ten percent (10%) of the revenues be used for personnel expenses

related to City public safety. The change in purpose as set forth above shall become effective on the date The Mustang Improvement Authority Utility System and Sales Tax Revenue Note, Taxable Series 2013 is paid or provision for payment is made. The one percent (1%) excise tax levied pursuant to Ordinance No. 647 shall terminate and shall cease to be levied after June 30, 2030.

Section 2. Effective Date. The provisions of this Ordinance shall become effective on and after August 23, 2016, subject to approval by a majority of the qualified electors of the City of Mustang, Oklahoma, voting on the same in the manner prescribed by law.

Section 3. Remainder of Ordinance No. 647 Remain Unchanged. Except as amended in Section 1 hereof, the remaining provisions of Ordinance No. 647 shall remain unchanged.

Section 4. Provisions Cumulative. The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City Ordinances.

Section 5. Severability. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

[Remainder of Page
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PASSED AND APPROVED this 7th day of June, 2016.

CITY OF MUSTANG, OKLAHOMA

(SEAL)

By _____
Mayor

ATTEST:

By _____
City Clerk

RESOLUTION NO. 16-042

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF MUSTANG, STATE OF OKLAHOMA (THE "CITY"), FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF ORDINANCE NO. 1139 OF THE CITY, WHICH AMENDS ORDINANCE NO. 647 OF THE CITY DATED JUNE 20, 1996, AS HERETOFORE AMENDED BY ORDINANCE NO. 710 OF THE CITY DATED MAY 12, 1999, BY MODIFYING SECTION 2 OF ORDINANCE NO. 647 RELATED TO THE PURPOSE AND TERM OF THE TAX, AS HERETOFORE AMENDED BY ORDINANCE NO. 710; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. That the Mayor of the City be, and he is hereby authorized and directed to call a special election to be held in said City on the 23rd day of August, 2016, for the purpose of submitting to the registered, qualified voters thereof the following proposition:

PROPOSITION

Shall the City of Mustang, State of Oklahoma, be authorized to amend Ordinance No. 647 of the City dated June 20, 1996, as heretofore amended by Ordinance 710 of the City dated May 12, 1999, by modifying Section 2 of Ordinance No. 647, in order that the revenues of the one percent (1%) excise tax currently levied pursuant to Ordinance No. 647 be made available for the following purposes: (i) ninety percent (90%) of the revenues be used for capital expenditures for the use and benefit of the City, or any public trust with the City as beneficiary and/or for debt service in connection with obligations issued to finance said capital expenditures and (ii) ten percent (10%) of the revenues be used for personnel expenses related to City public safety, and by providing for a stated termination date of the one percent (1%) excise tax currently levied pursuant to Ordinance No. 647 in order that said tax shall terminate and shall cease to be levied after June 30, 2030, all as more specifically set forth in Ordinance No. 1139?

/ _____ /

Yes – For the above Proposition

/ _____ /

No – Against the above Proposition

SECTION 2. That such call for said election shall be by proclamation, signed by the Mayor of the City and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Canadian County Election Board.

PASSED AND APPROVED this 7th day of June, 2016.

(SEAL)

Mayor

ATTEST:

City Clerk

[Remainder of Page Left Blank Intentionally]

SPECIAL ELECTION PROCLAMATION AND NOTICE

Under and by virtue of the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Resolution No. 16-042 of the City of Mustang, Oklahoma, dated June 7, 2016, authorizing the calling of an election on the proposition hereinafter set forth, I, the undersigned Mayor of the City of Mustang, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Mustang, Oklahoma, on the 23rd day of August, 2016, for the purpose of submitting to the registered, qualified voters in said City, the following proposition:

PROPOSITION

Shall the City of Mustang, State of Oklahoma, be authorized to amend Ordinance No. 647 of the City dated June 20, 1996, as heretofore amended by Ordinance 710 of the City dated May 12, 1999, by modifying Section 2 of Ordinance No. 647, in order that the revenues of the one percent (1%) excise tax currently levied pursuant to Ordinance No. 647 be made available for the following purposes: (i) ninety percent (90%) of the revenues be used for capital expenditures for the use and benefit of the City, or any public trust with the City as beneficiary and/or for debt service in connection with obligations issued to finance said capital expenditures and (ii) ten percent (10%) of the revenues be used for personnel expenses related to City public safety, and by providing for a stated termination date of the one percent (1%) excise tax currently levied pursuant to Ordinance No. 647 in order that said tax shall terminate and shall cease to be levied after June 30, 2030, all as more specifically set forth in Ordinance No. 1139?

/ _____ /

Yes – For the above Proposition

/ _____ /

No – Against the above Proposition

That only the registered, qualified voters of the City of Mustang, Oklahoma, may vote upon the proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Canadian County, Oklahoma.

WITNESS my hand as Mayor of the City of Mustang, Oklahoma and the Seal of said City affixed hereto on the 7th day of June, 2016.

(SEAL)

Mayor

ATTEST:

City Clerk

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. NEW BUSINESS
- D. CONSENT AGENDA

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

- 1. Approval of **05/17/16** MIA Minutes
- *2. Claims List for **FY '16**
- *3. Approval to turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of Agreement to **Allow Purchasing of Water** by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5900 Twin Fawn Trail.
- *5. Approval of Agreement to **Allow Purchasing of Water** by Residential Property Owner located Outside the City Limits of Mustang, Property located at 5816 Twin Fawn Trail.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Public Hearing** on **Fiscal Year 2016-2017** Annual Budget for the City of Mustang, the Mustang Improvement Authority and Related Funds in Accordance with State Statutes.
- *2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-041**, Approving the **Fiscal Year 2016-2017** Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

- *3. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 and Pay Application #1 for the Project titled Mustang Tower Improvements.

G. ADJOURNMENT

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

MUSTANG IMPROVEMENT AUTHORITY

MAY17, 2016

The Mustang Improvement Authority met in regular session on Tuesday, May 17, 2016, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, May 13, 2016, at 2:25 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. ROLL CALL

Trustees Present: Riley
Leete
Grider
Jones
Hagan
Adams

Trustees Absent: Schweinberg

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **05/03/16** MIA Minutes
- *2. Approval of **05/05/16** City Council/MIA Special Meeting (Budget Session) Minutes.
- *3. Approval of **05/12/16** City Council/MIA Special Meeting (Budget Session) Minutes.
- *4. Claims List for **FY '16**

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

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

AYE: Riley, Leete, Grider, Jones, Hagan, Adams

NAY: None

Meeting was adjourned at **7:32 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
16-0124	01-B0024	BANCFIRST	2009 BOND PAYMENT	6/2016	201605273136	21,939.67
16-0791	01-B0024	BANCFIRST	2013 BOND PAYMENT	6/2016	201605273135	93,407.92
16-1888	01-D0005	STATE OF OKLAHOMA	ANNUAL STORM WATER PERMIT	5/2016	55300522	748.11
16-0038	01-E0043	EMSA	AMBULANCE ASSESSMENT	6/2016	201605273144	36,909.00
16-0010	01-I0015	TYLER TECHNOLOGIES, INC	WEBSITE FEES, U.B., COURT	6/2016	025-157382-	241.00
16-0646	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEE TO MIA	6/2016	201605273134	29,947.50
16-1935	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	5/2016	201605273159	19.52
16-0400	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	6/2016	201605273140	3,125.00
16-0845	01-S0258	TRAVIS E. GROOMS	IRRIGATION SYSTEM	5/2016	3687	690.00
DEPARTMENT TOTAL:						187,027.72
DEPARTMENT: 72		WATER				
16-2002	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023203	11,528.93
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	5/2016	MTANG-0516-OP-1343	90,274.90
DEPARTMENT TOTAL:						101,803.83
DEPARTMENT: 75		SEWER				
16-1987	01-C0010	CKENERGY ELECTRIC COOPERATIE	ELECTRIC SERVICE	6/2016	201606013195	407.40
16-0991	01-H0098	HCCC Co., LLC	WWTP IMPROVEMENTS	5/2016	3	242,865.38
16-1884	01-O0010	ONE GAS, INC.	GAS SERVICES	5/2016	201605273157	120.47
16-1885	01-O0010	ONE GAS, INC.	GAS SERVICE	5/2016	201605273155	61.31
16-1902	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	5/2016	201605273153	52.66
16-2000	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023205	46.14
16-2002	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	6/2016	201606023203	242.16
16-0040	01-S0057	SEVERN TRENT SERVICES INC	PUBLIC WORKS CONTRACT	5/2016	MTANG-0516-OP-1343	50,779.63
DEPARTMENT TOTAL:						294,575.15
DEPARTMENT: 78		SANITATION				
16-0039	01-O0121	O.E.M.A.	MONTHLY SANITATION	5/2016	55076	82,432.42
DEPARTMENT TOTAL:						82,432.42
FUND TOTAL:						665,839.12