



Mustang City Council

**MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064**

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, August 01, 2023 - 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE/INVOCATION
Jeff Kimes, Pastor, Chisholm Heights Baptist Church
- C. ROLL CALL
- D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES
- E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

Official action can be taken on items that appear on the agenda or are brought up as new business. In reviewing and responding to any agenda item, the Council may, in whole or in part, adopt, approve, conditionally approve, ratify, deny, defer, amend, strike or continue any agenda item. When more information is needed to act on an item, Council may refer the matter to the City Manager, to the Municipal Counselor, or to a board or commission for additional study. Items may be deferred or continued indefinitely or to a specific date or stricken from the agenda entirely.

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. In reviewing and responding to any agenda item, the Council may, in whole or in part, adopt, approve, conditionally approve, ratify, deny, defer, amend, strike or continue any item.

F.1 Approval of 07/11/2023 City Council Minutes.

F.2 *Claims List for FY2023.

F.3 *Claims List for FY2024.

F.4 Approval to Turn Past Due Library Accounts over to Collection Agency.

F.5 Approval of Resolution No. 24-003 making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$535,601.

F.6 Approval of Resolution No. 24-004 making Changes in Special Revenue Budgets by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$2,066,459.

F.7 Approval to Declare Old and/or Damaged Library Materials as Surplus and Authorize Disposal of those Items.

F.8 Approval to Declare Certain Items as Surplus and Authorizing Disposal of Those Items.

- F.9** *Extension of Interlocal Agreement between the Oklahoma Environmental Management Authority and the City of Mustang/Mustang Improvement Authority for the Collection and Disposal of Residential and Commercial Garbage and Refuse.

G. INFORMATION/REPORTS

- G.1** Recognition of American Legion's State Firefighter of the Year Award to Battalion Chief Allen Sylvester.
- G.2** Presentation to Warriors for Freedom.
- G.3** City Manager Report
- G.4** City Council Reports

H. DISCUSSION ITEMS

The following numbered items listed for consideration are included for discussion and action by the City Council. In reviewing and responding to any agenda item, the Council may, in whole or in part, adopt, approve, conditionally approve, ratify, deny, defer, amend, strike or continue any item.

- H.1** Discussion of the Sale or Offering for Sale, Purchase, Discharge or Use of Fireworks within the City of Mustang, including but not limited to, Proposed Changes to Mustang Code of Ordinance Sections 46-93 and 46-97 to Change the Period for Allowed Sales and Discharge and Adding New Section 46-101 relating to Penalties.

- H.2** Public Hearing and Consideration of Specific Use Permit Application
SUP-6-15-23-1-27, 351 E Suera Terr, Vertical Bridge VBTS, LLC, in the A-1
Agricultural and Oil and Gas District, Requesting a Specific Use Permit for a
Telecommunications Tower.
- H.3** Consideration of Preliminary Plat Application, PP-6-20-23-2-26, Hidden Lake Estates,
Cedar Creek Consulting, INC, North of Walmart-Mustang Marketplace Area, 78.23
Acres – 213 Single-Family Lots.
- H.4** Consideration of Municipal Lease/Purchase of Eleven (11) Police Vehicles with RCB
Bank for a Three (3) Year Term; documents to include, but not limited to,
Lease/Purchase Agreement, Resolution No. 24-002, and Statement of Essential Use;
and Authorizing Staff to Execute Documents.
- H.5** Consideration of Ordinance No. 1289, (A) an Ordinance of the City of Mustang,
Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such
Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to
Execute Documents to Complete the Transfers, and Providing for Severability; and (B)
an Agreement for Sale of Surplus Police Vehicles to the Canadian County Sheriffs
Office, Oklahoma.
- H.6** Consideration of Ordinance No. 1290, (A) an Ordinance of the City of Mustang,
Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such
Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to
Execute Documents to Complete the Transfers, and Providing for Severability; and (B)
an Agreement for Sale of Surplus Police Vehicles to the City of Jones, Oklahoma.
- H.7** Consideration of Submission of Comments to Federal Communications Commission
Notice of Proposed Rulemaking regarding Proposed Truth in Billing and Advertising
Rule.

- H.8** Consideration of Resolution No. 24-001, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution Nos. 13-051 and 16-022; Establishing a Minimum Fine Schedule for Violations of the City of Mustang Ordinances; Providing for Effective Dates; and Providing for Repealer.
- H.9** Approval of an Inter-Governmental Agreement for a Regional Household Hazardous Waste Collection. and Management Project between the City of Mustang and The City of Oklahoma City.
- H.10** Consideration of Contract and Bonds Project Labeled Emergency Traffic Signal for Fire Station No. 2.

I. MATTERS FOR EXECUTIVE SESSION

- I.1** *Consideration of Potential Purchase and Acceptance of Permanent Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(3).

J. ADJOURNMENT

Note:

***Items considered concurrently on the MIA Agenda.**



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 07/11/2023 City Council Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the July 11, 2023, City Council meeting.

Financial Impact:

Staff Comments:

Attachments:

[07.11.2023 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
JULY 11, 2023**

The Mustang City Council met in regular session on Tuesday, July 11, 2023, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, July 7, 2023, at 10:38 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Michael Staton, Pastor, First Baptist Church.

Pastor Staton led the assembly in the Pledge and Invocation. He stated everything was going well at the Church stating new parking spots had been built to help accommodate the growing attendance. He stated he has been the Pastor at the Church for 23 years now stating when he came to Mustang, his youngest son was not born and is now married.

C. ROLL CALL

Councilmembers Present: Ray
Leete
Waugh
McKenzie
Sholund

Councilmembers Absent: Wald
Grider

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

City Manager Rooney requested Item H.5 be pulled from the agenda.

H. CONSENT AGENDA

- F.1 Approval of 06/06/2023 City Council Minutes.
- F.2 *Claims List for FY23.
- F.3 *Claims List for FY24.
- F.4 Approval to Turn Past Due Library Accounts over to Collection Agency.
- F.5 Approval of Radio System License Agreement Renewal for FY2024 between the City of Mustang and the City of Oklahoma City.

- F.6 Approval to Renew Excess Workers' Compensation Insurance with Midwest Employers Group.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Approve the Consent Agenda Items F.1 thru F.6.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

G. INFORMATION/REPORTS

G.1 City Manager Report

City Manager Rooney stated the July Sales Tax report was received after distribution of the City Manager's report stating an updated copy has been provided to each Councilmember.

G.2 City Council

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

Councilman Leete stated he received his very first firework call as well as a call regarding hazardous waste agreements with other cities stating both are being reviewed and will be addressed. He also commended the City Manager regarding his City Manager's Report provided monthly stating it is a tremendous resource.

Councilman Waugh stated he received calls regarding a rezoning item to be addressed later on the agenda.

Councilman McKenzie stated he also received a few calls regarding fireworks stating the subject may be placed on the August agenda.

Councilman Sholund stated he received one phone call regarding fireworks stating the City Manager handled it. He also stated how wonderful it is to live in a city allowing fireworks and thanked the groups cleaning up the park the morning after on July 5th.

Councilman Ray stated he received a few calls regarding the Sara Road construction thanking *Assistant City Manager Battles* for following up with them. He also stated he received thank you calls from firework organizations thanking the City for the opportunity to sell fireworks. He stated the Fire Department's 54th Annual Freedom Celebration was a wonderful event and thanked the Fire Department for their hard work. He also stated he attended the Grand Opening of Fire Station No. 2 stating it was a beautiful facility and proud of the Chief and everyone's hard work.

H. DISCUSSION ITEMS

- H.1 Consideration of Acceptance of Bids for Project Labeled Emergency Traffic Signal for Fire Station No. 2.

Assistant City Manager Battles stated bids were received June 5th for an emergency traffic signal for Fire Station 2, the same as the one currently at Fire Station 1, stating it would activate when an emergency vehicle leaves the Fire Station. He stated three bids were received and Staff recommends accepting all bids.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Sholund** to Accept All Bids for the Project Labeled Emergency Traffic Signal for Fire Station No. 2.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

- H.2 Consideration of Award of Bid for Project Labeled Emergency Traffic Signal for Fire Station No. 2.

Assistant City Manager Battles stated the low bidder for this project was Traffic Signals, Inc. in the amount of \$180,000. He stated they are an excellent contractor and the City has done a lot of work with them. **Battles** stated Staff recommends awarding to Traffic Signals, Inc. in the amount of \$180,000.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie** to Award the Project Labeled Emergency Traffic Signal for Fire Station No. 2 to Traffic Signals, Inc. in the amount of \$180,000.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

- H.3 *Consideration of Memorandum of Understanding between the City of Mustang and the Mustang Improvement Authority regarding the Use of Reclaimed Water.

Assistant City Manager Battles stated the Oklahoma Department of Environmental Quality (ODEQ) is requiring the City to complete a Memorandum of Understanding between the City of Mustang and the Mustang Improvement Authority to utilize reuse water at the public athletic fields in order to complete the OPDES permit process that is required every five years. He stated this is the first time the ODEQ has required this agreement.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Sholund** to Approve the Memorandum of Understanding.

AYE: Ray, Leete, Waugh, McKenzie, Sholund
NAY: None

- H.4 Consideration of Contract and Bonds for Project Labeled Meadows Park Walking Trail.

Community Development Director Helsel stated the bids for the Meadows Park Walking Trail were accepted and awarded in the June City Council meeting stating this item is for the contract and bonds for the walking trail. She stated the contractor resubmitted the contract and bonds with corrections stating if approved, should be approved subject to the City Attorney's approval.

City Manager Rooney stated he received requests from citizens to see a map of the park and trail stating it has been added to the City's website.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Waugh** to Approve the Contract and Bonds for Project labeled Meadows Park Walking Trail subject to the City Attorney's Approval.

AYE: Ray, Leete, Waugh, McKenzie, Sholund
NAY: None

- H.5 Consideration of Resolution No. 24-001, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution Nos. 13-051 and 16-022; Establishing a Minimum Fine Schedule for Violations of the City of Mustang Ordinances; Providing for Effective Dates; and Providing for Repealer.

This item was pulled from the Agenda under Item E. – New Business, Deletions or Continuances to the Agenda.

- H.6 Consideration of Preliminary Plat Application, PP-6-1-23-1-26, Mustang Highlands, Cedar Creek Consulting, INC, North of Locke Supply off N Sara Rd, 9.13 Acres.

Senior City Planner Conner stated this preliminary plat application is for a development called "Mustang Highlands" for property within the Borneman PUD north of the Walmart area. He stated this property was to be developed R-2 or C-2, but not both, with the property owner choosing to develop the property for two family (duplex) homes – R-2.

Conner provided information for surrounding areas and stated Planning Commission voted unanimously to recommend approval. He stated Staff recommends approval as well.

MOTION was made by **Councilman Waugh**, seconded by **Councilman McKenzie** to Approve the Preliminary Plat.

AYE: Ray, Leete, Waugh, McKenzie, Sholund
NAY: None

- H.7 Public Hearing and Consideration of Ordinance No. 1287, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from A-1, Agricultural District to R-1, Single Family District, Declaring Repealer, and Providing for Severability.

Senior City Planner Conner stated the applicant has submitted an application to rezone property located at 520 S. Lewis Lane from the A-1 – Agricultural District to R-1 - Single Family District and contains approximately 3.8 acres of land. He stated the applicant originally requested the property be rezoned to R-2 PUD stating Planning Commission denied this request. He provided background information and stated it was consistent with the Long Range Plan.

Vice Mayor Ray opened the matter for Public Hearing.

There being none, **Vice Mayor Ray** closed the Public Hearing.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Sholund** to Approve Ordinance No. 1287.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

- H.8 Public Hearing and Consideration of Ordinance No. 1288, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from C-3, Commercial General District to C-5, Commercial Intensive District, Declaring Repealer, and Providing for Severability.

Senior City Planner Conner stated the applicant has submitted an application to rezone property located along the west side of N. Clear Springs Road between W. Rendezvous Way and W. Lodge Way from C-3 – Commercial General District to C-5 – Commercial Intensive District. He stated the property consists of two separate adjacent parcels, both totaling approximately 10.5 acres in size altogether.

Conner stated Planning Commission voted unanimously in their May 9, 2023 meeting to recommend denial of the rezoning request. He stated the Commission asked the applicant if they would be interested in rezoning the property to C-4 – Planned Shopping Center District instead of C-5 – Commercial Intensive District stating the applicant insisted the request for C-5 zoning remain.

Conner stated Planning Commission denied a rezoning request to R-4 – Multi-Family Planned Unit Development (PUD) in November of 2021 stating the zoning should remain Commercial. He stated the Long Range Plan calls for Retail Neighborhood which includes uses that can harmonize in areas close to residential development like small shopping centers, restaurants and other retail stating C-5 Zoning would allow for those uses, but also allows for more intense commercial developments that Staff does not recommend.

Vice Mayor Ray opened the matter for Public Hearing.

Cooper Hahn, 522 Colcord Dr., Oklahoma City, OK, on behalf of the applicant, addressed the Council stating his client, who is the property owner, brought a rezoning application to Planning Commission and City Council for residential development, PUD, and was denied and stated the citizens wanted it to remain commercial. He stated his client found a commercial developer stating the new buyer needs the flexibility that is provided with C-5 zoning. He stated the main big use is storage which requires C-5 zoning and although it might could be accomplished through a Conditional Use Permit (CUP), this is subject to an annual review and could be an issue. Hahn stated he saw at least 5 storage businesses located to residential property in Mustang.

Discussion was held regarding the intent of the developer and if a site plan had been developed. Hahn stated the developer would like to build storage units; however, it would be up to the buyer which could be a C-2 use or a C-5 use stating it creates flexibility. He stated at this stage, a site plan would be impossible to do. Some Councilmembers were not in favor of rezoning to C-5 without knowing exactly what would be built since C-5 zoning allows for many intensive commercial developments that they felt would not be appropriate for that area.

Doug Eckert, 1935 W. Badger Way, addressed the Council stating he would like to acknowledge the applicant for hearing their concerns; however, he was not in favor of C-5 zoning stating this would open the property up now, and in the future, to uses not compatible with this location such as a trucking company or chemical plant. He stated there are other ways a storage unit could be developed, such as through a CUP, but asked Council not to approve a blanket C-5 zoning.

Karen Carlile, 604 N. White Tail Way, addressed the Council stating when they purchased their house, they checked the zoning of that property and felt they could live with C-3 zoning, but not with C-5 zoning and stated children are all over this area. She stated she knows this is difficult for the developer, but the property is not cohesive to all C-5 uses.

Guyla Carnes, 713 N. White Tail Way, addressed the Council stating the developer is asking them to trust him that storage was the only reason for the C-5 rezoning request. She stated she was OK with commercial with nice little businesses, but C-5 opens up the property to many uses, other than storage, the residents do not want. She stated to ask the buyer for retail and to get more creative.

John Carlile, 604 N. White Tail Way, addressed the Council stating he was OK with the C-3 zoning and that some C-5 uses would be OK, but not all of them stating something harmful could be built there. He also was concerned it could lower their property values.

Frank O'Hara, 522 N Songbird Way, addressed the Council stating he and his wife have lived here for 22 years and he agrees with what everyone has said. He stated he didn't want to open up this box to C-5 with the understanding of a storage facility be placed on the property, only for them to build something different. He stated there is a lot of opportunity for change and gave an example of when he lived in Oklahoma City and a retail business was located next to his property stating they left and a motorcycle shop opened there. He also stated traffic is not too great either as it is.

Steve Carrell, 624 N. White Tail Way, addressed the Council stating the property being considered this evening was directly behind his property. He stated he has lived there for 18 years and knew the property would be developed at some point, but at C-3, not C-5. He stated C-5 opens up the property to uses that could be a health hazard and maybe even cause 24-hour traffic. He stated he was also reluctant to rezone to C-5 when C-4 or special use permits could work just as well especially with there being no site plans or anything to review. He stated the old gas station at Highways 152 and 92 was just recently torn down stating that is prime real estate in that location and maybe more conducive for some of these other types of business.

Hahn, for the applicant, addressed the Council again stating the zoning for this property must remain flexible stating he understands everyone's concerns, but would be the only way to meet the developer's expectations. He stated Mustang has more requirements than most municipalities, especially with PUDs and CUPs along with the annual CUP review, stating it can be concerning for someone wanting to invest. He stated they are looking for a solution for this property and that it should be developed stating the City does not receive any tax dollars if not developed. He stated if storage units were allowed in C-3, they would be happy staying with C-3.

Community Development Director Helsel read some of the uses allowed in C-5 zoning not allowed in other zoning districts.

Discussion was held regarding C-4 uses versus C-5 uses and was that a possibility this evening. **City Attorney Miller** stated the only way to change to C-4 would be if Council was willing to rezone the property to C-4 and applicant agrees to C-4 stating at the Planning Commission meeting, applicant was not willing to rezone the property to C-4. Some residents expressed their displeasure with C-4 zoning as well as C-5.

Vice Mayor Ray closed the Public Hearing.

Miller stated he would like to make a statement of clarification stating Mr. Hahn indicated there was no way to get storage units with a PUD unless you had a specific design in place. He stated Mr. Hahn was advised before this application was filed, that the City would be willing to recommend a PUD without requiring a specific master development plan map and would instead include a requirement for a subsequent submission of a site plan stating that was not followed so wanted to clarify to Council there are other ways.

Councilman Sholund stated there was inherent risk either way stating he would rather have C-5 with a buffer making it a little quieter than rezone it to C-4 that has uses such as hotels, motor repairs, motorcycle shops, etc. He stated he felt it was a good plan and would recommend approval of C-5, but not C-4, saying if C-5 does not pass, he would rather it stay C-3.

Councilman Leete stated he was opposed to C-5 rezoning stating Council needs to do its due diligence and was not comfortable leaving the property open to all uses in C-5 zoning.

Vice Mayor Ray stated he agreed with Staff that C-5 zoning was not appropriate for that area. He stated Planning Commission heard this request and denied it and agreed with their decision.

Councilman Waugh stated he was not in favor of C-4 or C-5 zoning for this property stating it would be a hindrance unless the development was very specific and was a PUD. He stated C-4 and C-5 zoning allows too many uses that are not appropriate for that area stating it could be developed into storage now, but who is to say 10 years down the road, it's torn down and anything could go in there. He stated C-3 is exactly what is needed and those type of services would be appropriate there.

Councilman McKenzie stated he would love to see retail in that area, but was not in favor of rezoning to C-5, especially without knowing what would be developed there.

C-4 zoning was discussed further; however, applicant was not interested in rezoning to C-4.

MOTION was made by **Councilman Waugh**, seconded by **Councilman McKenzie**, to Disapprove Ordinance No. 1288.

AYE: Ray, Leete, Waugh, McKenzie
NAY: Sholund

I. MATTERS FOR EXECUTIVE SESSION:

- I.1 *Consideration of Potential Purchase and Acceptance of Permanent Easement and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(3).
- I.2 Discussion of Kevin Ducey v. City of Mustang, Case No. CJ-2023-403, District Court, Canadian County, Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. 307(B)(4).
- I.3 Discussion of potential claim involving Mustang Lion's Club; and, proposed executive session as authorized by 25 Okla. Stat. 307(B)(4).

MOTION was made by **Vice Mayor Ray**, seconded by **Councilman Sholund** to adjourn to Executive Session.

AYE: Ray, Leete, Waugh, McKenzie, Sholund
NAY: None

TIME ADJOURNED to Executive Session: **8:15 p.m.**

Vice Mayor Ray called the meeting back into Session.

TIME RETURNED from Executive Session: **8:31 p.m.**

In reference to Item I.1 –

Informational purposes only.

In reference to Item I.2 –

Informational purposes only.

In reference to Item I.3 –

Informational purposes only.

J. ADJOURNMENT

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to adjourn.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

The meeting was adjourned at **8:31 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk



Agenda Item No: F.2

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Kelly Walbaum

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY2023.

Recommendation:

Approve

Initiator:

Kelly Walbaum

Background:

Claims List for FY23

Financial Impact:

\$266,304.68

Staff Comments:

Attachments:

[GF CLAIMS LIST FY23.pdf](#)

7/27/2023 12:18 PM
FUND: 01 - GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

PAGE: 1
SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
23-1781	01-B0222	BRADLEY LAW, LLC	LEGAL SERVICES - COX COMM	6/2023	23199	756.25
23-1982	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING SERVICES	6/2023	7613	4,198.20
23-2021	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	6/2023	7612C	4,233.58
DEPARTMENT TOTAL:						9,188.03
DEPARTMENT: 11 CITY MANAGER						
23-0037	01-H0167	HEALTH CARE SERVICE CORPORA	COBRA INSURANCE ADMIN FEE	6/2023	202307279193	85.00
DEPARTMENT TOTAL:						85.00
DEPARTMENT: 13 PARKS AND RECREATION						
23-1303	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	6/2023	4160116817A	13.09
23-0066	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	6/2023	267450	1,707.67
23-2140	01-RF0057	JULIE MEDER	SWIM LESSON REFUND	6/2023	202307279202	50.00
23-2062	01-RF0063	HILLARY DOMINEY	POOL PARTY REFUND	6/2023	202307279203	150.00
23-2050	01-RF0064	KRISTEN MILGRIM	SWIM LESSON REFUND	6/2023	202307269184	50.00
DEPARTMENT TOTAL:						1,970.76
DEPARTMENT: 15 GENERAL GOVERNMENT						
23-0351	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	6/2023	202307279188	3,738.89
23-0399	01-S0085	SILVER STAR CONSTRUCTION	COSTREET & MOWING CONTRACT	6/2023	33966	69,275.08
DEPARTMENT TOTAL:						73,013.97
DEPARTMENT: 17 INCREASE TO FUND BALANCE						
23-1952	01-T0800	TIMECLOCK PLUS, LLC	LICENSE OVERAGE	6/2023	INV00278524	9.72
DEPARTMENT TOTAL:						9.72
DEPARTMENT: 18 TOWN CENTER						
23-0101	01-A0110	ALL SEASON BUILDING SUPPLY	MAINTENANCE SUPPLIES	6/2023	340673	406.76
23-1677	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	6/2023	4160116817	461.25
23-1236	01-F0078	DAIOHS USA, INC	MEETING EXPENSES	6/2023	369761	105.43
23-0997	01-L0052	LOCKE SUPPLY CO	JANITORIAL SUPPLIES	6/2023	49862182-00	277.26
23-0222	01-00010	ONE GAS, INC.	NATURAL GAS SERVICE	6/2023	202307279199	161.31
23-2208	01-W0139	WEATHERMAN MECHANICAL, INC	REPAIR CONTROL BOARD	6/2023	S-A24130	2,692.00
DEPARTMENT TOTAL:						4,104.01

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19		BALL COMPLEX				
23-0795	01-A0110	ALL SEASON BUILDING SUPPLY	FIELD MAINTENANCE SUPPLIE	6/2023	341208	282.75
23-1893	01-A0110	ALL SEASON BUILDING SUPPLY	POWER TOOLS	6/2023	341473	845.76
23-2121	01-A0110	ALL SEASON BUILDING SUPPLY	MAINTENANCE	6/2023	3472027	276.38
23-2031	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	6/2023	202307279185	1,612.00
23-2161	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	6/2023	202307279186	809.00
23-2123	01-B1019	BEN E. KEITH COMPANY	CONCESSION SUPPLIES	6/2023	66114174A	1,226.73
23-2162	01-B1019	BEN E. KEITH COMPANY	MISC. SUPPLIES	6/2023	66114174	2,000.00
23-2103	01-C0106	CINTAS CORPORATION NO. 2	SUPPLIES	6/2023	4154494938	341.51
23-2126	01-F0144	405 TECHNOLOGY SOLUTIONS, L	POS SYSTEM	6/2023	2342	1,886.98
23-1646	01-H0165	HD SUPPLY, INC	SUPPLIES	6/2023	751820812A	2.85
23-2102	01-H0165	HD SUPPLY, INC	SUPPLIES	6/2023	751612953	500.00
23-2124	01-I1119	STEPHENSON WHOLESALE CO., I	CONCESSION SUPPLIES	6/2023	7731760	2,188.72
23-2122	01-P0144	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	6/2023	07888756	1,535.83
23-1898	01-S0355	SUNSHINE SWEETS, LLC	DIPNDOTS	6/2023	1230612194	522.00
DEPARTMENT TOTAL:						14,030.51
DEPARTMENT: 20		AQUATICS				
23-2032	01-S9983	SUNBELT POOLS, INC	CHLORINE, ACID, & CHEM	6/2023	PSI006213	1,115.78
23-2207	01-S9983	SUNBELT POOLS, INC	POOL CHEMICALS	6/2023	PSI0062313A	2,204.32
DEPARTMENT TOTAL:						3,320.10
DEPARTMENT: 21		FINANCE				
23-0260	01-D0030	A-7 AUSTIN, LTD	CHECK ORDER	6/2023	42110	500.00
23-2118	01-D0030	A-7 AUSTIN, LTD	CHECKS	6/2023	42110A	280.22
DEPARTMENT TOTAL:						780.22
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
23-1892	01-M0234	MUSTANG TIMES LLC	BLANKET PO	6/2023	MT615680	205.10
23-1929	01-O0096	OKLAHOMA UNIFORM BUILDING C	BUILDING PERMIT FEE	6/2023	JUNE2023	380.00
DEPARTMENT TOTAL:						585.10

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
23-1166	01-A0039	A.S.C. INCORPORATED	MISC VEHICLE PARTS	6/2023	181455	377.97
23-0018	01-B0006	KARBS TOWING LLC	TOWING SERVICES	6/2023	23-53477	75.00
23-1348	01-C0232	COPS PRODUCTS	REPLACE DAMAGED UNIFORMS	6/2023	202304382	75.04
23-0021	01-C0346	CITY OF YUKON POLICE TRAINIR	RANGE FEES	6/2023	MPD-062023-1	225.00
23-1710	01-C1001	CHARM-TEX, INC.	JAIL SUPPLIES	6/2023	0327880-IN	29.70
23-2065	01-C1001	CHARM-TEX, INC.	JAIL CLOTHING, SHOES &	6/2023	0328207-IN	490.20
23-0050	01-C1136	CITY OF OKLAHOMA CITY	RADIO USAGE FEES/MAINT.	5/2023	ITPSC-MSTNG-FY23	28,000.00
23-2158	01-C1136	CITY OF OKLAHOMA CITY	RADIO USAGE FEES	5/2023	ITPSC-MSTNG-FY23A	3,341.12
23-1918	01-C2004	COMPLIANCE RESOURCE GROUP,	POLICE PENSION PHYSICALS	6/2023	77855	1,100.00
23-1165	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	6/2023	237-06012023	788.00
23-0222	01-Q0010	ONE GAS, INC.	NATURAL GAS SERVICE	6/2023	202307279199	210.85
23-0060	01-S0330	STREETS, LLC	HVAC REPAIRS	6/2023	29869994	366.88
23-1594	01-S0373	RPS AUTO LLC	OIL CHANGES	6/2023	00543-23937	497.22
23-0080	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	6/2023	848573812	224.89
23-0081	01-T0198	TOP TIER TACTICAL, SURVIVAL	BALLISTIC VESTS	6/2023	2408-A	820.00
DEPARTMENT TOTAL:						36,621.87
DEPARTMENT: 42		ANIMAL WELFARE				
23-1369	01-H0182	HALO ANIMAL HOSPITAL	VETERINARY SERVICES	6/2023	416124	65.00
23-0147	01-M0340	MWI VETERINARY SUPPLY CO	MEDICATION ORDERS	5/2023	47784248	186.84
23-1381	01-O1085	OKLAHOMA STATE UNIVERSITY	SPAY / NEUTER SERVICES	6/2023	5-556903-001	170.00
23-0154	01-S0373	RPS AUTO LLC	OIL CHANGES	6/2023	00543-24153	61.87
DEPARTMENT TOTAL:						483.71
DEPARTMENT: 51		FIRE				
23-0184	01-A0039	A.S.C. INCORPORATED	VEHICLE REPAIR/MAINT.	6/2023	182531	597.32
23-1926	01-C0232	COPS PRODUCTS	WINTER COATS FOR NE FF	6/2023	202304195	1,047.98
23-2127	01-C0321	COSTO FIRE CONSULTING, LLC	HOSE CLEANER	6/2023	2023-004	8,150.00
23-1721	01-O0215	OKLAHOMA STATE UNIVERSITY	ADMIN & PROCTOR FEE	6/2023	090094	800.00
23-1722	01-O0215	OKLAHOMA STATE UNIVERSITY	ADMIN. & PROCTOR FEES	6/2023	090091	800.00
23-1742	01-O0215	OKLAHOMA STATE UNIVERSITY	CERTIFICATION EVALUATOR	6/2023	0089279	100.00
23-2112	01-R0146	ROGUE COMPETITION AUTOMOTIV	STEERING RACK REPLACEMENT	6/2023	14664	2,155.28
23-1927	01-S1015	S&S TEXTILES, INC	CLASS C UNIFORM	6/2023	56354	1,038.30
23-1914	01-U0027	UNITED RENTALS (NORTH AMERI	PORTA POTTIES	6/2023	221236616-001	700.00
23-1921	01-W0045	WESTERN ENTERPRISES, INC	FIREWORKS DISPLAY	6/2023	6853	15,000.00
DEPARTMENT TOTAL:						30,388.88

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FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
23-0219	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		6/2023	202307279200	49.78
DEPARTMENT TOTAL:						49.78
FUND TOTAL:						174,631.66

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
23-1798	01-G0110	PLAYCORE WISCONSIN, INC.	REPLACEMENT PARTS	6/2023	PJI-0211258	1,903.01
23-1454	01-S0085	SILVER STAR CONSTRUCTION	COMISC CONTRACTUAL SERVICES	6/2023	33967	359.40
23-1699	01-S0258	TRAVIS E. GROOMS	IRRIGATION REPAIR	5/2023	13181	632.96
DEPARTMENT TOTAL:						2,895.37
FUND TOTAL:						2,895.37

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FUND: 11 - PARK'S DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
23-1521	01-B1026	B&C APPAREL, LLC	STAFF SHIRTS	5/2023	2254	1,045.00
23-2163	01-B1026	B&C APPAREL, LLC	STAFF SHIRTS	6/2023	2451	777.00
DEPARTMENT TOTAL:						1,822.00
FUND TOTAL:						1,822.00

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FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
23-1454	01-S0085	SILVER STAR CONSTRUCTION COMISC CONTRACTUAL SERVICES			6/2023 33967	25,792.08
DEPARTMENT TOTAL:						25,792.08
FUND TOTAL:						25,792.08

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FUND: 39 - LIMITED PURPOSE

PURCHASE ORDER CLAIM REGISTER

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
23-0836	01-S1145	U CHANGE LOCKS INDUSTRIES	IREPLACE DOOR KEYPAD	4/2023	PINV90000120122001	3,540.08
DEPARTMENT TOTAL:						3,540.08
DEPARTMENT: 15 GENERAL GOVERNMENT						
23-1981	01-P0173	PLACER	PLACER SOFTWARE	6/2023	11.9543A	2,629.08
DEPARTMENT TOTAL:						2,629.08
DEPARTMENT: 20 AQUATICS						
23-1851	01-S9983	SUNBELT POOLS, INC	REPLACEMENT FUNDING	6/2023	PSI006293	315.00
DEPARTMENT TOTAL:						315.00
DEPARTMENT: 51 FIRE						
23-0599	01-S0206	STOLZ TELECOM, LLC	COMMAND VEHICLE	6/2023	INV-003386	17,400.07
23-1773	01-S1145	U CHANGE LOCKS INDUSTRIES	ISTATION #1 ACCESS CONTROL	6/2023	202307279206	11,552.00
DEPARTMENT TOTAL:						28,952.07
DEPARTMENT: 61 STREETS						
23-1454	01-S0085	SILVER STAR CONSTRUCTION	COMISC CONTRACTUAL SERVICES	6/2023	33967	11,603.00
DEPARTMENT TOTAL:						11,603.00
DEPARTMENT: 72 WATER						
23-0251	01-C1197	CORE & MAIN LP	WATER LINE PARTS	4/2023	S668839	209.19
23-0251	01-C1197	CORE & MAIN LP	WATER LINE PARTS	5/2023	S916801	1,143.71
23-0251	01-C1197	CORE & MAIN LP	WATER LINE PARTS	6/2023	T091059	1,574.80
23-1336	01-P0049	PIONEER SUPPLY, LLC	WATER LINE PARTS	6/2023	INV39214	899.70
DEPARTMENT TOTAL:						3,827.40
FUND TOTAL:						50,866.63

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FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
23-2191	01-C1180	COMMUNITY HOSPITAL LLC	WORKERS COMPENSATION	6/2023	202307279190	1,324.15
23-2183	01-D0142	DJO GLOBAL, INC.	WORKERS COMPENSATION	6/2023	202307279191	132.14
23-2192	01-E0063	EXCEL THERAPY SPECIALISTS-OWORKERS	COMP CLAIMS	6/2023	202307279192	1,317.57
23-0039	01-H0174	HEALTHSMART BENEFIT SOLUTION	MONTHLY SERVICE FEE	6/2023	202307279194	125.00
23-2190	01-H0174	HEALTHSMART BENEFIT SOLUTION	WORKERS COMPENSATION	6/2023	202307279195	1,540.00
23-2181	01-H1074	HPI PHYSICIANS, LLC	WORKERS COMPENSATION	6/2023	202307279196	175.19
23-2182	01-I0053	INDEPENDENT MEDICAL EXAMINAWORKERS	COMPENSATION	6/2023	202307279197	50.00
23-2194	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWORKERS	COMPENSATION	6/2023	202307279198	4,518.24
23-2180	01-O1050	OKLAHOMA RADIOLOGY GROUP PCWORKERS	COMPENSATION	6/2023	202307279201	15.77
23-2187	01-S0255	SSM HEALTH CARE OF OKLAHOMAWORKERS	COMPENSATION	6/2023	202307279204	585.14
23-2203	01-T024	THE PHYSICIANS GROUP LLC	WC CLAIM 2022-10	6/2023	202307279207	460.34
DEPARTMENT TOTAL:						10,243.54
FUND TOTAL:						10,243.54

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FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
23-0191	01-C0317	CAPITAL ONE	OTHER SUPPLIES	6/2023	1649917837	53.40
DEPARTMENT TOTAL:						53.40
FUND TOTAL:						53.40



Agenda Item No: F.3

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Kelly Walbaum

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY2024.

Recommendation:

Approve

Initiator:

Kelly Walbaum

Background:

Claims List for FY24

Financial Impact:

\$497,096.70

Staff Comments:

Attachments:

[GF CLAIMS LIST FY24.pdf](#)

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
24-0118	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES	7/2023	130444	080.00
24-0505	01-L0200	LEXIPOL, LLC	LOCAL GOVT POLICY ADMIN	7/2023	INVLEX17605	6,632.10
24-0137	01-M0180	MUSTANG CHAMBER OF COMMERCE	CHAMBER LUNCHEONS	7/2023	18933	60.00
24-0611	01-R0132	TIM ROONEY	MILEAGE REIMBURSEMENT	7/2023	202307219174	53.75
24-0493	01-T0800	TIMECLOCK PLUS, LLC	EMPLOYEE LICENSES	7/2023	INV00282351	9,600.00
24-0610	01-T0800	TIMECLOCK PLUS, LLC	EMPLOYEE LICENSES	7/2023	INV00282351A	3,584.86
DEPARTMENT TOTAL:						20,810.71
DEPARTMENT: 13		PARKS AND RECREATION				
24-0466	01-A0294	GEORGE E DECHER	SUMMER CAMP INFLATABLES	7/2023	317	437.00
24-0286	01-C0106	CINTAS CORPORATION NO. 2	WHP BATHROOM SUPPLIES	7/2023	4161473755A	116.65
24-0269	01-C0289	CMC NEPTUNE LLC	TOWN CENTER RADIO	7/2023	7-1-2023	1,200.00
24-0271	01-R0153	REACH SPORTS MARKETING	GROUSIGNAGE SOFTWARE	7/2023	87658	4,700.00
DEPARTMENT TOTAL:						6,453.65
DEPARTMENT: 15		GENERAL GOVERNMENT				
24-0491	01-O0014	OK MUNICIPAL ASSURANCE	GROU AUTO/EQUIPMENT INSURANCE	7/2023	202307219171	6,500.00
24-0494	01-O0014	OK MUNICIPAL ASSURANCE	GROU GEN LIABILITY INSURANCE	7/2023	202307219172	19,665.50
24-0496	01-O0014	OK MUNICIPAL ASSURANCE	GROU PROPERTY INSURANCE	7/2023	202307219173	37,057.00
24-0294	01-Q0082	QUADIENT LEASING USA, INC	SOFTWARE LEASE FOR MAIL S	7/2023	N10010837	262.18
DEPARTMENT TOTAL:						64,284.68
DEPARTMENT: 18		TOWN CENTER				
24-0290	01-A0227	ALLIED ELEVATOR SERVICES,	I INSPECTION & MAINTENANCE	7/2023	2153109	175.00
24-0302	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	7/2023	4161473755	1,013.31
24-0297	01-S0380	SUMMIT FIRE & SECURITY	FIRE MONITORING	7/2023	573015183	396.00
DEPARTMENT TOTAL:						1,584.31
DEPARTMENT: 19		BALL COMPLEX				
24-0268	01-A0098	ABI ATTACHMENTS, INC.	ATTACHMENTS	7/2023	INV70710	8,985.14
24-0450	01-B1019	BEN E. KEITH COMPANY	CONCESSION SUPPLIES	7/2023	66128928	1,645.66
24-0447	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	7/2023	4160699515	673.00
24-0452	01-I1119	STEPHENSON WHOLESALE CO.,	I CONCESSION SUPPLIES	7/2023	7736648	536.56
24-0453	01-K0138	KLEMENT DISTRIBUTION INC.	ICE CREAM-CONCESSIONS	7/2023	10705295	790.89
24-0454	01-P0144	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	7/2023	078552056	663.05
24-0455	01-P0214	PRESTIGE WORLDWIDE CONSULT	CONCESSION CUPS	7/2023	14	1,815.75
24-0456	01-S0355	SUNSHINE SWEETS, LLC	CONCESSION SUPPLIES	7/2023	I230623264	870.00
DEPARTMENT TOTAL:						15,980.05

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FUND: 01 - GENERAL FUND

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
24-0406	01-C0289	CMC NEPTUNE LLC	AQUATIC CENTER RADIO	7/2023	7-1-2023A	1,650.00
DEPARTMENT TOTAL:						1,650.00
DEPARTMENT: 41		POLICE				
24-0066	01-F0078	DAIHHS USA, INC	ICE MACHINE RENT/SERVICE	7/2023	371170	150.00
24-0555	01-G0234	GEOSAFE INC.	ANNUAL FEES	7/2023	MUSTANG-2001	10,000.00
24-0076	01-J1071	JAN-PRO OF OKC	FACILITY CLEANING SERVICE	7/2023	130445	1,585.00
24-0077	01-L0111	LEADSONLINE LLC	INVESTIGATION SYSTEM	7/2023	404808	2,819.00
24-0079	01-M1160	MOTOROLA SOLUTIONS INC	WATCHGUARD AGREEMENT	7/2023	8230405275	7,995.00
DEPARTMENT TOTAL:						22,549.00
DEPARTMENT: 42		ANIMAL WELFARE				
24-0415	01-H0182	HALO ANIMAL HOSPITAL	VETERINARY SERVICES	7/2023	416503	30.00
24-0420	01-J1071	JAN-PRO OF OKC	ANIMAL WELFARE CLEANING	7/2023	130443	395.00
24-0423	01-O0273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	7/2023	2085806	200.00
24-0427	01-P0101	ANTHONY E. LINGER	ALARM MONITORING	7/2023	20231770	82.00
DEPARTMENT TOTAL:						707.00
DEPARTMENT: 51		FIRE				
24-0342	01-A0039	A.S.C. INCORPORATED	VEHICLE REPAIR & MAINT	7/2023	182564	13.49
24-0392	01-B0211	ACROSS THE STREET PRODUCTION	RENEWALS	7/2023	INV14989	2,974.57
24-0435	01-C0065	CASCO INDUSTRIES, INC.	GLOVES, HELMETS & HOODS	7/2023	252914	1,244.00
24-0441	01-C0065	CASCO INDUSTRIES, INC.	BRASS FOR FIREFIGHTERS	7/2023	252913	115.00
24-0356	01-E0144	ESO SOLUTIONS, INC.	FIRE & EMS PROGRAM	7/2023	ESO-112574	1,397.45
24-0315	01-F0021	FIRE PROT. PUBLICATIONS	E-LIBRARY RENEWAL	7/2023	244426	735.00
24-0567	01-M0339	MYSIDEWALK, INC.	CRAIG 1300 PRO RENEWAL	7/2023	33496	900.00
24-0340	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT	7/2023	0309-239781	165.01
24-0345	01-O0028	OMNIWARM LLC	STORM SIRENS MAINT	7/2023	1006	950.08
24-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	7/2023	2770079013	28.30
DEPARTMENT TOTAL:						8,522.90
FUND TOTAL:						142,542.30

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-0601	01-G0110	PLAYCORE WISCONSIN, INC.	CENTENNIAL PARK PLAYGROUN	7/2023	PJI-0211321A	3,402.79
DEPARTMENT TOTAL:						3,402.79
FUND TOTAL:						3,402.79

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FUND: 07 - LIBRARY

PURCHASE ORDER CLAIM REGISTER

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
24-0226	01-K0131	MELISSA KERFOOT	COSPLAY PROGRAM	7/2023	202307219170	40.00
DEPARTMENT TOTAL:						40.00
FUND TOTAL:						40.00

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FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
24-0039	01-20014	CENTRAL SQUARE TECHNOLOGIES	ANNUAL CAD/RMS SUPPORT	7/2023	384618	3,654.00
DEPARTMENT TOTAL:						3,654.00
FUND TOTAL:						3,654.00

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FUND: 11 - PARK'S DONATION

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-0259	01-02067	OKLAHOMA DEPARTMENT OF CORR2 ADOPT A BENCH		7/2023	112602	402.00
					DEPARTMENT TOTAL:	402.00
					FUND TOTAL:	402.00

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FUND: 01 - GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
24-0363	01-B0274	HEALTH CARE SERVICE CORPORAMONTHLY COBRA		7/2023	202307259179	638.80
DEPARTMENT TOTAL:						638.80
FUND TOTAL:						638.80

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FUND: 39 - LIMITED PURPOSE

PURCHASE ORDER CLAIM REGISTER

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
24-0265	01-G0110	PLAYCORE WISCONSIN, INC.	CENTENNIAL PARK STRUCTURE	7/2023	PJI-0211321	48,000.00
DEPARTMENT TOTAL:						48,000.00
DEPARTMENT: 19 BALL COMPLEX						
24-0266	01-N0020	NUTRI-SYSTEMS CORPORATION	REPLACEMENT HOT BOXES	7/2023	53248	774.68
DEPARTMENT TOTAL:						774.68
DEPARTMENT: 20 AQUATICS						
24-0587	01-S9983	SUNBELT POOLS, INC	PULSAR SOLENOID ON FEEDER	7/2023	PSI006368	300.00
DEPARTMENT TOTAL:						300.00
DEPARTMENT: 41 POLICE						
24-0127	01-A1216	AIMPOINT	OPTICS FOR PATROL RIFLES	7/2023	84299	2,525.88
24-0532	01-S2220	SILENCER TECH LLC	{6} SILENCERS FOR RIFLES	7/2023	483366	1,500.00
DEPARTMENT TOTAL:						4,025.88
FUND TOTAL:						53,100.56

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FUND: 01 - GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 MAYOR AND COUNCIL						
24-0045	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	7/2023	7612D	4,213.75
DEPARTMENT TOTAL:						4,213.75
DEPARTMENT: 11 CITY MANAGER						
24-0651	01-B0186	JUSTIN BATTLES	TUITION REIMBURSEMENT	7/2023	202307279210	700.00
24-0656	01-B0186	JUSTIN BATTLES	CMAO CONF. MILEAGE	7/2023	202307279209	187.33
24-0363	01-B0274	HEALTH CARE SERVICE CORPORA	MONTHLY COBRA	7/2023	240832	638.80
24-0662	01-O0069	OK MUNICIPAL LEAGUE	OML ANNUAL CONFERENCE	7/2023	621899019	520.00
24-0584	01-O0090	STATE OF OKLAHOMA	OESC Q1 2023 WAGE BASE	7/2023	202307279217	214.09
24-0657	01-R0132	TIM ROONEY	CMAO CONF. MILEAGE	7/2023	202307279220	167.50
DEPARTMENT TOTAL:						2,427.72
DEPARTMENT: 12 LIBRARY						
24-0222	01-B0282	BIBLIONIX LLC	APOLLO SUBSCRIPTION	7/2023	9200	3,220.00
24-0224	01-B1023	BTAC UNITED ACQUISITION HOL	BOOKS	7/2023	5018420123	27.79
24-0221	01-C1068	CDW LLC	INK	7/2023	KN69657	470.72
24-0216	01-I0023	INGRAM INDUSTRIES INC.	BOOKS - YOUNG ADULT	7/2023	76817216	11.34
24-0217	01-I0023	INGRAM INDUSTRIES INC.	JUVENILE BOOKS	7/2023	76817214	55.40
24-0214	01-I0027	INTERACTIVE SCIENCES, INC.	WOWBRARY SUBSCRIPTION	7/2023	2023-6413-1	455.70
24-0212	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS	7/2023	504084050	704.55
DEPARTMENT TOTAL:						4,945.50
DEPARTMENT: 13 PARKS AND RECREATION						
24-0286	01-C0106	CINTAS CORPORATION NO. 2	WHP BATHROOM SUPPLIES	7/2023	4162178416A	13.09
24-0281	01-O0211	JONATHAN GRIDER	QUARTERLY MAINT. EQUIP.	7/2023	6372	490.00
24-0563	01-RF0062	JOY CRANDALL	SWIM LESSON REFUND	7/2023	202307279219	50.00
DEPARTMENT TOTAL:						553.09
DEPARTMENT: 15 GENERAL GOVERNMENT						
24-0058	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	7/2023	202307279214	3,271.38
24-0627	01-00180	STATE OF OKLAHOMA	SALES TAX PERMIT RENEWAL	7/2023	202307279210	20.00
DEPARTMENT TOTAL:						3,291.38

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FUND: 01 - GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18		TOWN CENTER				
24-0267	01-B0210	BURGESS BUILDING CO., LLC	PARTITION MAINTENANCE	7/2023	11292-1	1,440.00
24-0302	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	7/2023	4162170416	565.41
24-0395	01-D0144	DON-CO SEWER & DRAIN	PLUMBING REPAIRS	7/2023	6054	375.00
24-0600	01-D0168	DH PACE COMPANY, INC.	DOOR REPAIRS	7/2023	SVC/270-62356	152.00
24-0308	01-E0115	ERC ACQUISITION, INC.	GYM WIPES	7/2023	909799	399.60
24-0309	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	7/2023	753567379	329.47
24-0397	01-S1145	U CHANGE LOCKS INDUSTRIES	IKEYPAD ENTRY REPAIRS	7/2023	INV589207	154.37
DEPARTMENT TOTAL:						3,415.85
DEPARTMENT: 19		BALL COMPLEX				
24-0268	01-A0098	ABI ATTACHMENTS, INC.	ATTACHMENTS	7/2023	INV71311	649.00
24-0449	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	7/2023	202307279208	1,435.00
24-0450	01-B1019	BEN E. KEITH COMPANY	CONCESSION SUPPLIES	7/2023	66137076	3,376.70
24-0447	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	7/2023	4162178484	243.66
24-0452	01-I1119	STEPHENSON WHOLESALE CO., I	CONCESSION SUPPLIES	7/2023	7741563	729.82
24-0453	01-K0138	KLEMENT DISTRIBUTION INC.	ICE CREAM-CONCESSIONS	7/2023	10705331	564.14
24-0454	01-P0144	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	7/2023	06721810	1,911.10
24-0455	01-P0214	PRESTIGE WORLDWIDE CONSULT	CONCESSION CUPS	7/2023	16	675.00
24-0456	01-S0355	SUNSHINE SWEETS, LLC	CONCESSION SUPPLIES	7/2023	I230717386	2,088.00
DEPARTMENT TOTAL:						11,672.42
DEPARTMENT: 20		AQUATICS				
24-0460	01-S9983	SUNBELT POOLS, INC	CHEMICALS-AQUATIC CENTER	7/2023	PSI006527	4,777.44
DEPARTMENT TOTAL:						4,777.44
DEPARTMENT: 21		FINANCE				
24-0063	01-C0245	CRAWFORD & ASSOCIATES, P.C.	CONSULTING, GASB REVIEWS,	7/2023	17364	180.00
24-0293	01-W0110	JANET WATTS	AP&T CONFERENCE PER DIEM	7/2023	202307279221	240.00
DEPARTMENT TOTAL:						420.00

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FUND: 01 - GENERAL FUND

PURCHASE ORDER CLAIM REGISTER

PAGE: 3
SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
24-0655	01-B0280	WAYNE BLETHROW	TESTING FEE	7/2023	202307279211	290.00
24-0626	01-R1091	RUFNEX INDUSTRIAL, LLC	NOW/CLEAN ABATEMENTS	7/2023	60051	4,650.00
DEPARTMENT TOTAL:						4,940.00
DEPARTMENT: 41 POLICE						
24-0051	01-D0171	DATAPILOT, INC.	ANNUAL SOFTWARE AGREEMENT	7/2023	9855980	1,095.00
24-0650	01-W0167	DYLAN WILSON	TUITION REIMBURSEMENT	7/2023	202307279222	850.00
DEPARTMENT TOTAL:						1,945.00
DEPARTMENT: 51 FIRE						
24-0343	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT	7/2023	345705	155.52
24-0547	01-C0060	CRAIG CARRUTH	OEFO CONFERENCE PER DIEM	7/2023	202307279213	40.00
24-0607	01-C0060	CRAIG CARRUTH	PER DIEM CRAIG CARRUTH	7/2023	202307279212	160.00
DEPARTMENT TOTAL:						355.52
DEPARTMENT: 61 STREETS						
24-0155	01-00055	OKLAHOMA GAS & ELECTRIC	COMOELECTRIC SERVICE	7/2023	202307279216	74.34
DEPARTMENT TOTAL:						74.34
FUND TOTAL:						43,032.01

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PURCHASE ORDER CLAIM REGISTER

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FUND: 07 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 ADMINISTRATION						
24-0582	01-E0009	EBSCO	EMAGAZINES	7/2023	2400343	2,495.69
24-0647	01-G0030	GENERAL FUND	ONLINE HIGH SCHOOL	7/2023	202307279215	3,543.82
24-0192	01-T1084	T-MOBILE USA	DATA HOTSPOTS	7/2023	20230607A	1,540.00
DEPARTMENT TOTAL:						7,579.51
FUND TOTAL:						7,579.51

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FUND: 39 - LIMITED PURPOSE

P U R C H A S E O R D E R C L A I M R E G I S T E R

PAGE: 5
SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
24-0213	01-P0173	PLACER	PLACER SOFTWARE	7/2023	11.9543	8,120.92
DEPARTMENT TOTAL:						8,120.92
DEPARTMENT: 41 POLICE						
24-0085	01-R0147	RCB BANK	2023 LEASE PURCHASE	7/2023	#2-10263549	227,930.81
DEPARTMENT TOTAL:						227,930.81
DEPARTMENT: 51 FIRE						
24-0634	01-E0058	EPR SYSTEMS	REPORTING MGMT SOFTWARE	7/2023	1841	6,653.00
DEPARTMENT TOTAL:						6,653.00
FUND TOTAL:						242,704.73

AUGUST 2023 VISA

<u>DEPT</u>		
501	ATTORNEY	\$ 500.00
511	CITY MANAGER	\$ 3,000.00
512	LIBRARY	\$ 8,000.00
513	PARKS & RECREATION	\$ 10,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 1,000.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 2,000.00
541	POLICE	\$ 10,000.00
551	FIRE	\$ 10,000.00
TOTAL		\$ 48,000.00

The City Manager has the authority to approve all claim's up to \$50,000 per Ordinance #1153.



Agenda Item No: F.4

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval to Turn Past Due Library Accounts over to Collection Agency.

Recommendation:

Approve.

Initiator:

Julie Slupe

Background:

Past Due Accounts for July 2023.

Financial Impact:

451.04

Staff Comments:

Attachments:

[July 2023 Collections City Council Copy.pdf](#)

NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE
JESSE M RICO	MUSTANG, OK. 73064	\$61.74
DAVID TYLER BILLEN	MUSTANG, OK. 73064	\$78.79
KRISTI DAWN BRANSON	MUSTANG, OK. 73064	\$310.51
TOTAL FOR INDIVIDUALS		\$451.04
TOTAL FOR FAMILY GROUP		\$0.00
OVERALL TOTAL		\$451.04



Agenda Item No: F.5

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 24-003 making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$535,601.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose. The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year. The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation.

Financial Impact:

\$535,601

Staff Comments:

Attachments:

[Resolution 24-003 - Supplemental Appropriation - General Fund.pdf](#)

RESOLUTION NO. 24-003

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2023-2024 FISCAL YEAR BUDGET BY \$535,601.

WHEREAS, The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and

WHEREAS, 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and

WHEREAS, The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year; and

WHEREAS, The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation;

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

SUPPLEMENTAL APPROPRIATION

Revenues:

Reserved Carryover (01-45199)	\$ 531,413
Transfer from Library Fund (01-46807)	<u>4,188</u>

Total Revenues:	<u>\$ 535,601</u>
------------------------	--------------------------

Education & Training (01-501-5310)	\$ 250
Other Services & Fees (01-501-5353)	20
Restricted Fund Balance (01-517-5555)	404,188
Services & Machinery (01-518-5371)	1,440
Field Maintenance (01-519-5663)	9,634
Education & Training (01-531-5310)	325
Education & Training (01-541-5310)	2,385

Other Services & Fees (01-541-5353)	175
Other Supplies (01-541-5610)	556
Uniforms (01-541-5611)	3,310
State/Local Jail (01-541-5624)	4,253
Building Maintenance (01-541-5664)	2,997
Community Relations (01-542-5339)	8,013
Services & Machinery (01-542-5371)	3,739
Office Supplies (01-542-5601)	4
Building Maintenance (01-542-5664)	5,412
Education & Training (01-551-5310)	12,632
Travel (01-551-5326)	950
Professional Services (01-551-5327)	1,380
Uniforms (01-551-5611)	6,364
Protective Gear (01-551-5615)	47,644
Building Maintenance (01-551-5664)	16,530
Equipment & Capital (01-551-5971)	<u>3,400</u>

Total Expenditures: \$ 535,601

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **1st** day of **August 2023**.

Mayor

ATTEST:

City Clerk



Agenda Item No: F.6

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 24-004 making Changes in Special Revenue Budgets by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$2,066,459.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose. The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year. The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation.

Financial Impact:

\$2,066,459

Staff Comments:

Attachments:

[Resolution 24-004 - Supplemental Appropriation - Revenue Sharing Funds.pdf](#)

RESOLUTION NO. 24-004

A RESOLUTION TO MAKE CHANGES IN REVENUE SHARING BUDGETS BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2023-2024 FISCAL YEAR BUDGET BY \$2,066,459.

WHEREAS, The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and

WHEREAS, 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and

WHEREAS, The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year; and

WHEREAS, The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation;

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

SUPPLEMENTAL APPROPRIATION

Revenues:

Reserved Carryover (05-45199)	\$ 23,403
Reserved Carryover (07-45199)	205
Grants - Other (07-45111)	32,300
State Aid Grants (07-45112)	6,855
Reserved Carryover (11-45199)	8,804
Reserved Carryover (14-45200)	80,000
Transfer from MIA (14-46868)	400,000
Reserved Carryover (39-45200)	<u>1,514,892</u>

Total Revenues: \$ 2,066,459

Playground Structure (05-500-5610)	\$ 3,403
Restricted Fund Balance (05-500-5555)	20,000
Miscellaneous (07-507-5610)	205
Grant – Other (07-507-5611)	32,300
State Aid (07-507-5630)	6,855
Park Donation Capital (11-500-5971)	804
Restricted Fund Balance (11-500-5555)	8,000
Restricted Fund Balance (14-514-5555)	400,000
Emergency Signal Fire Station No. 2 (14-514-5940)	80,000
Limited Purpose Capital (39-500-5971)	68,000
Limited Purpose Capital (39-501-5971)	6,950
Limited Purpose Capital (39-513-5971)	114,450
Limited Purpose Capital (39-518-5971)	18,000
Limited Purpose Capital (39-519-5971)	270,775
Limited Purpose Capital (39-520-5971)	93,000
Limited Purpose Capital (39-568-5971)	11,000
Limited Purpose Capital (39-575-5931)	910,950
Limited Purpose Capital (39-575-5971)	<u>21,767</u>

Total Expenditures: \$ 2,066,459

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **1st** day of **August 2023**.

Mayor

ATTEST:

City Clerk



Agenda Item No: F.7

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval to Declare Old and/or Damaged Library Materials as Surplus and Authorize Disposal of those Items.

Recommendation:

Approve

Initiator:

Julie Slupe

Background:

The Library has removed 3,848 outdated and/or damaged books, DVDs and other items from its collection. The Library would like to claim these items as surplus and discard or sell them in the annual/ongoing book sales at the Library.

Financial Impact:

\$1.00 Hardback; \$.50 paperbacks. Friends of the Library operate the annual book sale and the Library manages the ongoing book sale.

Staff Comments:

Recommend Approval

Attachments:



Agenda Item No: F.8

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval to Declare Certain Items as Surplus and Authorizing Disposal of Those Items.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The city periodically eliminates property assets (see attached listing) deemed to be no longer needed by the department(s). A public auction will be held in August on www.govdeals.com webpage. The net proceeds of the sale will be deposited to the original fund where item was purchased.

Financial Impact:

\$43,645

Staff Comments:

Attachments:

[disposals_8-1-23 \(1\).xlsx](#)

CITY OF MUSTANG
SCHEDULE OF SURPLUS - CAPITAL ASSETS
For the year ending June 30, 2024

FA Number	Governmental Assets Description:	Condition:	Expense Account	Cat	Serial #	Need Council Appr To Surplus	Primary Location	Original Cost	Accum Depr		Approval Date	HOW DISPOSED
									Write Off Amount	Fully/Partial Deprec		
00772	FORD 5030 HOLLAND TRACTOR	GOOD	39-561-5971	40	082524B	YES	STREETS	19,690.00	19,690.00	0.00	8/1/2023	AUCTION
00980	2002 CHEVY PASSENGER VAN	FAIR	01-513-5934	40	9421	YES	PARKS & REC	21,955.00	21,955.00	0.00	8/1/2023	AUCTION
NA	FORD 4610 TRACTOR	FAIR	39-561-5971	NA	NA	YES	STREETS	2,000.00	2,000.00	0.00	8/1/2023	
								43,645.00	43,645.00	0.00		



Agenda Item No: F.9

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Tim Rooney

Submitting Department:

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Extension of Interlocal Agreement between the Oklahoma Environmental Management Authority and the City of Mustang/Mustang Improvement Authority for the Collection and Disposal of Residential and Commercial Garbage and Refuse.

Recommendation:

Approve the Extension of the Interlocal Agreement

Initiator:

Tim Rooney

Background:

On August 19, 2014, OEMA and the City of Mustang/MIA entered into an Interlocal Agreement for the Collection and Disposal of Residential and Commercial Garbage and Refuse to be effective July 1, 2014. The term of the Agreement expired on June 30, 2019 and the parties have been operating under the terms of the agreement since that date. Both parties desire to extend the term of the Agreement to terminate on June 30, 2028. OEMA has already approved the extension and now is asking the City of Mustang to do the same. The proposed extension agreement has been reviewed by Mr. Miller.

Financial Impact:

The same rate schedule contained in the original agreement from 2014 is extended and continued.

Staff Comments:

Staff recommends an Extension of the Interlocal Agreement between OEMA and the City of Mustang/MIA

Attachments:

[OEMA Extension Agreement.pdf](#)

EXTENSION OF INTERLOCAL AGREEMENT

This Extension Agreement ("Extension Agreement") is entered into effective the 6th day of June, 2023, by and between the OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY ("OEMA" or "Authority") and the MUSTANG IMPROVEMENT AUTHORITY ("MIA") and approved by the City of Mustang, a municipal corporation and sole beneficiary of the MIA (hereinafter referred to together as "CITY" or "Member"), WITNESSETH:

WHEREAS, on August 19, 2014, OEMA and CITY entered into an Interlocal Cooperation Agreement For The Collection And Disposal Of Residential And Commercial Garbage and Refuse, to be effective July 1, 2014 (the "Agreement"), for collection, hauling and disposal of solid waste at Authority's Landfill (Landfill) in Union City, Oklahoma, located approximately five miles south of El Reno, Oklahoma, and one-half mile east of U.S. Highway 81; and

WHEREAS, the term of the Agreement expired on June 30, 2019, and the parties have been operating under the terms of the Agreement since the expiration date; and

WHEREAS, the parties desire to extend the term of the Agreement to terminate on June 30, 2028; and

WHEREAS, at a regular meeting held on June 6, 2023, CITY approved the terms and conditions of this Extension Agreement; and

WHEREAS, at a regular meeting held on May 11, 2023, OEMA approved the terms and conditions of this Extension Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Term: The Agreement shall terminate at Midnight on June 30, 2028.
2. Except as extended or modified herein, and subject to the rate table attached hereto as Exhibit "A", the terms of the original Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

The Mustang Improvement Authority, a public trust,
and approved by the City of Mustang, as sole
beneficiary

By _____
Brian Grider, Chairman of the Board of City Trustees,
Mustang Improvement Authority and Mayor, City of
Mustang

ATTEST: (Seal)

Lisa Martin, City Clerk

OKLAHOMA ENVIRONMENTAL
MANAGEMENT AUTHORITY

By: _____
Jeff Sadler, Chairman

ATTEST:

Timothy D. Rooney
Secretary



Agenda Item No: H.1

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Tim Rooney

Submitting Department: Managerial Department

Item Type: Presentation

Agenda Section: DISCUSSION ITEMS

Subject Title:

Discussion of the Sale or Offering for Sale, Purchase, Discharge or Use of Fireworks within the City of Mustang, including but not limited to, Proposed Changes to Mustang Code of Ordinance Sections 46-93 and 46-97 to Change the Period for Allowed Sales and Discharge and Adding New Section 46-101 relating to Penalties.

Recommendation:

Discussion only

Initiator:

Councilmember McKenzie

Background:

Councilman McKenzie requested this item be placed on the August 1, 2023 agenda. This item is for discussion only, and not for action at this time. Proposed changes to the existing ordinances, and the addition of a new ordinance, are set forth below.

Sec. 46-93. Permitted sales.

(a) Any nonprofit civic, charitable, fraternal, educational or religious organization located and domiciled within the corporate limits of the city may be licensed by the city clerk to sell consumer fireworks and related items from July 1 through July 3, daily, from 3:00 p.m. until 9:00 p.m., and on July 4 from 9:00 a.m. until 10:00 p.m.

[Remaining subsections remain unchanged.]

Sec. 46-97. - Discharge restricted.

(a) The discharge of consumer fireworks shall be allowed only between the hours of 3:00 p.m. and 10:00 p.m. for the period of July 1 through July 4, with the exception of July 4, when the hours shall be 9:00 a.m.

through 11:00 p.m. Discharge of fireworks is totally prohibited during all hours from July 5 through the following June 30. Discharge of display fireworks or other fireworks shall be prohibited at any time, except as provided under section 46-99.

[Remaining subsections remain unchanged.]

Sec. 46-101. - Penalty. [New section.]

It shall be unlawful and an offense for any person to violate any of the provisions of this article or fail to comply with any requirement herein and, upon conviction thereof, shall be fined or punished as provided in section 1-8.

Financial Impact:

Staff Comments:

None.

Attachments:



Agenda Item No: H.2

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Public Hearing and Consideration of Specific Use Permit Application SUP-6-15-23-1-27, 351 E Suera Terr, Vertical Bridge VBTS, LLC, in the A-1 Agricultural and Oil and Gas District, Requesting a Specific Use Permit for a Telecommunications Tower.

Recommendation:

Approve or Deny Specific Use Permit

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission met at the July 18th Regular Planning Commission Meeting and unanimously recommended approval of the Specific Use Permit without any special conditions.

Project Description: The applicant has submitted a request on behalf of the property owner for a Specific Use Permit for a Telecommunications Tower to be constructed on private property located within the A-1, Agricultural & Oil and Gas District. The A-1 Zoning District has listed "Transmitting station or tower" in the Table of Permitted Uses as one that would require a Specific Use Permit in order to operate. The Specific Use Permit process requires a public hearing in front of both the Planning Commission and City Council prior to approval and can have special conditions placed on the permit if the subject use were to be found appropriate for the area. Specific Use Permits can also be reviewed annually if there are found to be issues with surrounding uses or on stipulations placed on the permit. Section 122-58 (b) of the Municipal Code states: ...The planning commission may impose conditions including, but not limited to, bonding, insurance, permitted uses, lot sizes, setbacks, height limits, required facilities, buffers, open space areas, lighting, noise levels, signage, landscaping, parking and loading, compatibility, and land use intensity/density as may be indicated depending upon the proposed use and its potential effect on adjacent areas or the community.

The subject property is located on an unplatted tract of approximately 11 acres of land with access from E Suera Terr and E Financial Terr. The Aspen Park neighborhood is directly adjacent to the South of the subject property with other residential tracts to the East and Southeast. The rodeo grounds of Curtis Park are to the Northwest of the subject property. For the purposes of the Specific Use Permit, the Telecommunications Tower has a planned placement on the property that it is proposing, which would be on the Eastern portion of the 11 acres. A single-family home exists on the subject property on the far West portion. The provided documents

from the applicant show that the Telecommunications Tower would be 155 feet tall with an additional 10 ft for the antenna. Section 122-890 of the Municipal Code in accordance to telecommunication facility standards requires that towers over 75 feet in height must be setback from residential properties 1 ft for every 1 ft of height of the tower. This location is more than 155 ft from both the North and South property lines. The telecommunications tower would take up an approximate 80'x 80' square pad on the property with a barbed wire chain-link fence surrounding it and an access road from E Suera Terr. There is an older oil well close by on the property that also uses an access road from E Suera Terr.

The section of the Municipal Code referenced in the previous paragraph also stipulates the other provisions for telecommunication towers. The code requires that co-locations of towers (sharing space on existing towers) should be the first priority for the location of telecommunication towers and the location of towers on City-owned property as second in priority if co-location cannot take place. However, if neither option is available to the company because of issues with co-location or the inability to find other areas on City-owned property, private properties can be used as long as the permits are given and all other aspects of the permit are met. For the case of A-1 property, a Specific Use Permit is the avenue in which a permit can be given.

The standards in the telecommunication tower ordinance require that towers be engineered to withstand wind calculations and not generate noise in excess of 50db at the property line. Consideration is also given based on the setbacks so that if failure or falling of the tower were to occur that no habitable structure would be in the vicinity. The applicant has provided engineered details on the location and site plan provided in this packet. The Planning Commission meeting yielded questions from the general public, particularly residents from the Aspen Park neighborhood, about safety concerns for the location and various health affects that telecommunication towers may have on surrounding properties. The applicant responded to the Commissioners about FCC studies and regulations that pertain to potential health hazards and none seem to have definitive causes or reason for concern. The applicant also ensured the Commission that monthly inspections take place at telecommunication tower sites to ensure all safety protocols are being met.

Character of Neighborhood: The properties to the South and East are residential properties of varying size, Aspen Park, a condo-style development being one of those. The properties to the North are the rodeo grounds in Curtis Park and an undeveloped tract of land.

Zoning and Uses of Property Nearby: The subject property is zoned A-1 with Residential properties to the South and East and institutional uses and Agricultural land to the North.

Conformance with Long-Range Plan: The long-range plan calls for Residential Estate use, which is consistent with the house located on the property. The telecommunication tower would not replace the use of the property for residential uses.

Utilities and Services: The use would have utilities in the area and provide easements for additional utilities if needed.

Financial Impact:

0

Staff Comments:

The location of the proposed telecommunication tower meets the setback criteria in Section 122-890 of the Municipal Code. The location is far enough away from other structures in the area and would not be seen to cause any danger to surrounding uses. The location would have access from E Suera Terr and be fenced in on its own 80'x80' pad side. Based on the safety concerns answered by the applicant at the Planning Commission meeting and without any additional foreseen nuisance concerns, staff makes a recommendation to approve the Specific Use Permit.

Attachments:

(1) Findings of Fact and Conclusions of Law - SUP 6-15-23-1-27 - SIGNED.pdf

(2) 320 E Suera Terr Map.pdf

(3) Letter & Map.pdf

(4) Cell Tower Plans.pdf

(5) 7-18-23 PC Minutes for Specific Use Permit Cell Tower.pdf

BEFORE THE PLANNING COMMISSION OF THE CITY OF MUSTANG

IN RE:

APPLICATION OF: VERTICAL BRIDGE)
 VBTS, LLC)
 APPLICANT) SUP 6-15-23-1-27

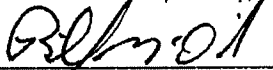
FINDINGS OF FACT AND CONCLUSIONS OF LAW

On this 18th day of July, 2023, the City of Mustang Planning Commission, having considered the above SPECIFIC USE PERMIT FOR A TELECOMMUNICATIONS TOWER, finds and concludes that:

1. The applicant, VBTS, LLC, seeks a specific use permit to construct a telecommunications tower on private property located within the A-1, Agricultural & Oil and Gas District. The subject property is located on an unplatted tract of approximately 11 acres of land with access from E. Suera Terrace and E. Financial Terrace.
2. The applicant furnished preliminary site plans and data concerning the operation, location, function and characteristics of the planned use of the property.
3. The planned use meets the setback and location requirements established by the Mustang Code of Ordinances, Sec. 122-886, et seq.
4. The planned use shall comply with the standards and conditions of the Mustang Code of Ordinances for telecommunications facilities, towers and antennas.
5. The Planning Commission recommends approval of the specific use permit.

All procedural requirements of the Mustang Code of Ordinances have been met and this Specific Use Permit is recommended for approval for the reasons stated above.

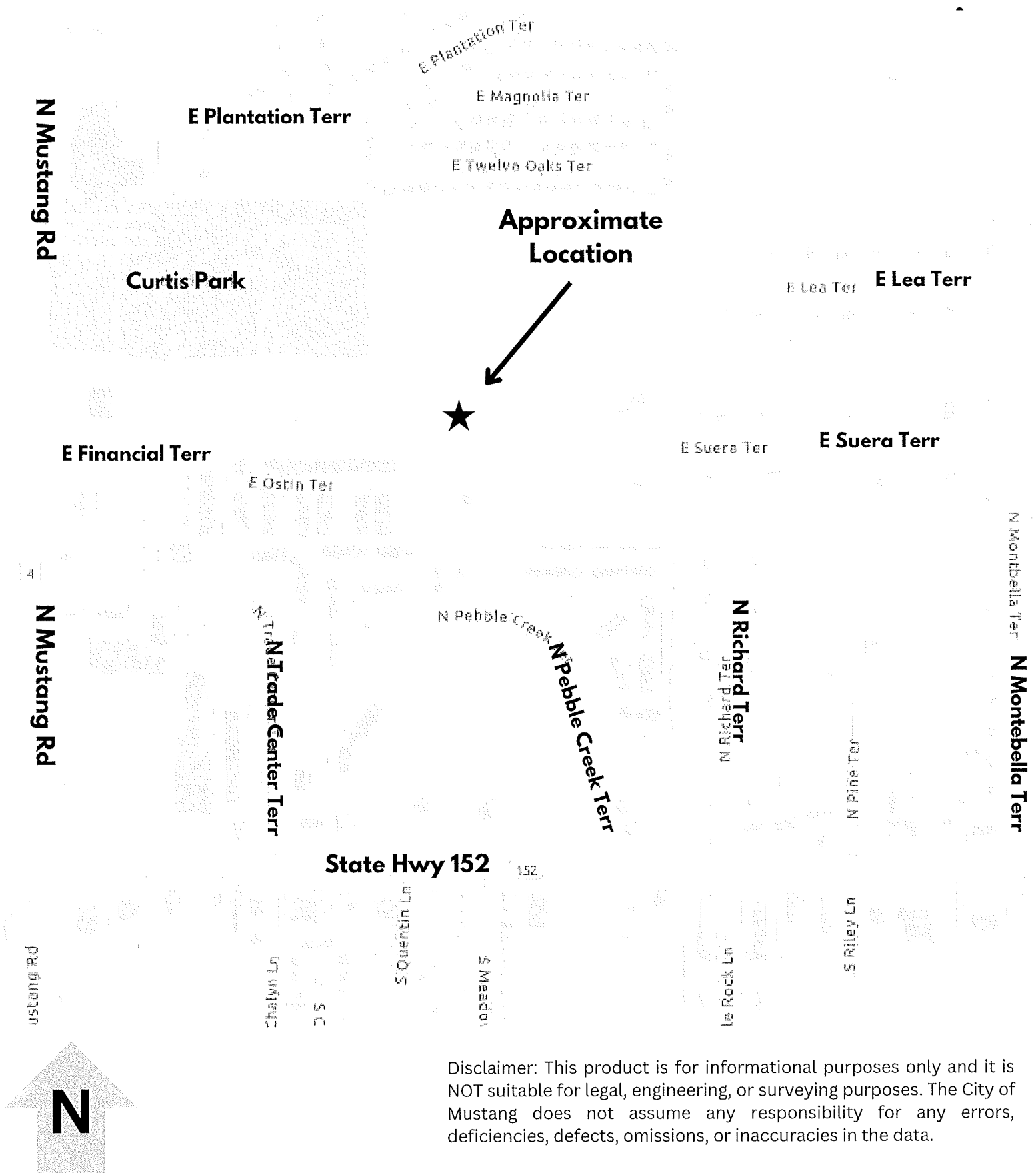
Dated this 18th day of July, 2023.



Chairman, Mustang Planning Commission
Billy M. DANIEL

320 E Suera Terr

Specific Use Permit Request: Telecommunications Tower





ArchComm
104 Roaming Deer Drive
Burnet, TX 78611

LETTER OF AUTHORIZATION

May 19, 2023

Melissa Helsel, AICP
Community Development Director
City of Mustang
1501 N Mustang Road
Mustang, OK 73064
(405) 376-7707
mhelsel@cityofmustang.org

RE: Letter of Authorization for Vertical Bridge VBTS, LLC ID: US-OK-5205 Hwy 152 and Mustang Rd OK // Account ID: 090005925

Please let this letter serve as formal notice and authorization that the owner and/or owner's representative named below hereby provides Vertical Bridge VBTS, LLC, ArchComm, LLC, Lewis Martin and/or any of their employees or consultants authorization to submit zoning applications, site plans, and/or building permits specifically for the purposes of a new cell tower telecommunications equipment on the parcel identified above.

Please contact Lewis Martin at the number provided below if you have any questions.

Name:

JAY CURTIS

Signature:

Jay Curtis

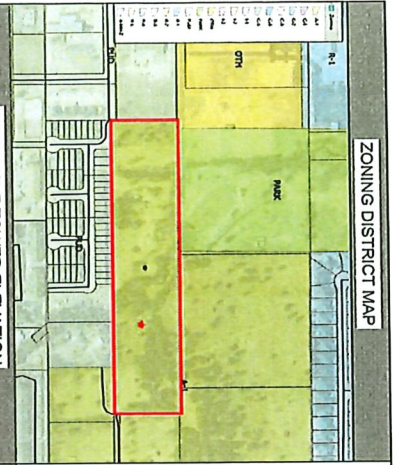
Date:

5-20-23

Sincerely,

Lewis Martin

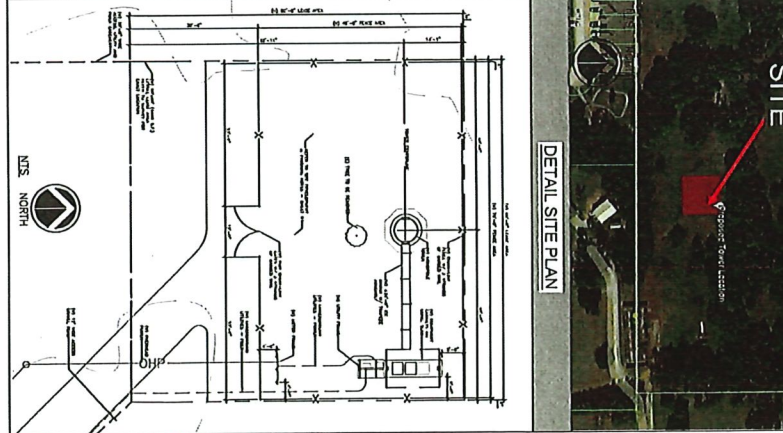
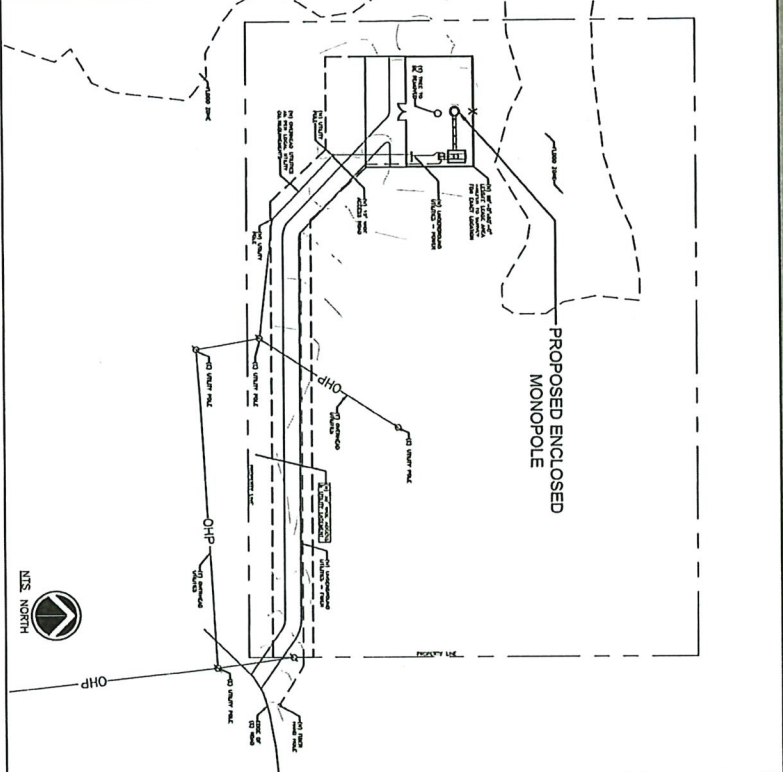
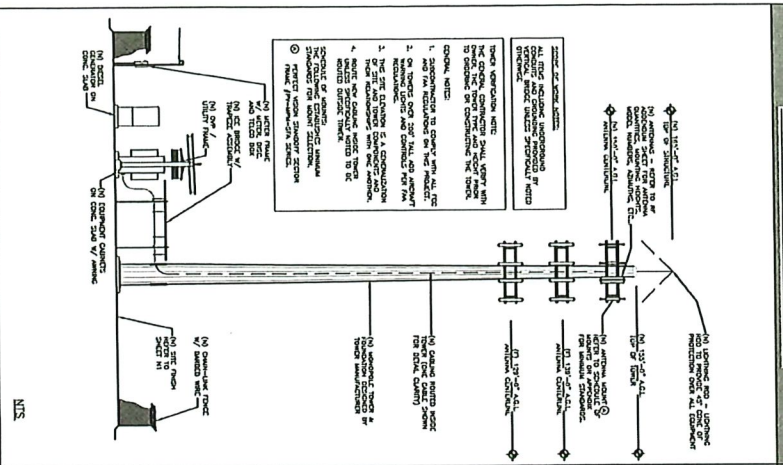
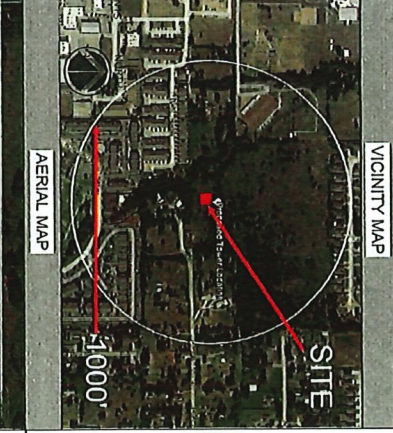
Lewis Martin
Vice-President, Real Estate & Site Development
ArchComm, LLC
lmartin@archcomm.net
Cell: (469) 347-0920



ZONING SITE PLAN

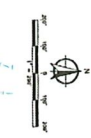
(EXHIBIT - NOT FOR CONSTRUCTION PURPOSES)

SITE INFORMATION JURISDICTION: CITY OF MUSTANG LATITUDE: 32° 22' 43.5" N, LONGITUDE: 97° 42' 07.65" W COUNTY: OKLAHOMA OCCUPANCY: UNMANNED TELECOMMUNICATIONS CURRENT ZONING: A1 - AGRICULTURE PROPOSED ZONING: A1 - AGRICULTURE PROPOSED LAND USE: NEW TELECOM FACILITY CONTACT INFORMATION ARCHCOMM, LLC 1000 BECKETT MUSTANG, TEXAS 73053 PHONE: (409) 247-0200, CONTACT: LEWIS MARTIN FIRM NUMBER: F-15559 LEGAL DESCRIPTION BEING 0.47 ACRES 8.648 SQ. FT. OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, COUNTY OF CANADIAN, STATE OF OKLAHOMA, BEING PART OF THE 3.12 ACRE TRACT OF LAND CONVEYED TO JAY CARLTON CURTIS, RECORDED IN DOCUMENT NO. R2005-4800, OFFICIAL PUBLIC RECORDS CANADIAN COUNTY, OKLAHOMA.	PROJECT TYPE 100' x MONOPOLE TOWER SITE DATE MAY 12, 2023 SITE ADDRESS 200 E. SUBRA TERRACE MUSTANG CITY, CANADIAN COUNTY, OK 73064 SITE NAME HWY 152 & MUSTANG RD OK DEVELOPER BRIDGES 6600 HIDDEN RIDGE IRVING, TEXAS 75038 CONTACT: TOM HILLS PHONE: (972) 444-5271
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PROJECTED CENTER OF TOWER LOCATION:
 LATITUDE: 35° 23' 48.00" N (NAD 83)
 LONGITUDE: -87° 42' 07.83" W (NAD 83)
 GROUND ELEV: 1306 FEET (MVD 85)

NOTE: REFER TO GRAPHIC SCALE IN
 PLT # DRAWING WAS NOT PRINTED
 FROM THE ORIGINAL SOURCE ON
 STANDARD 24X36 SHEET.

[illegible]

SURVEYOR'S CERTIFICATION

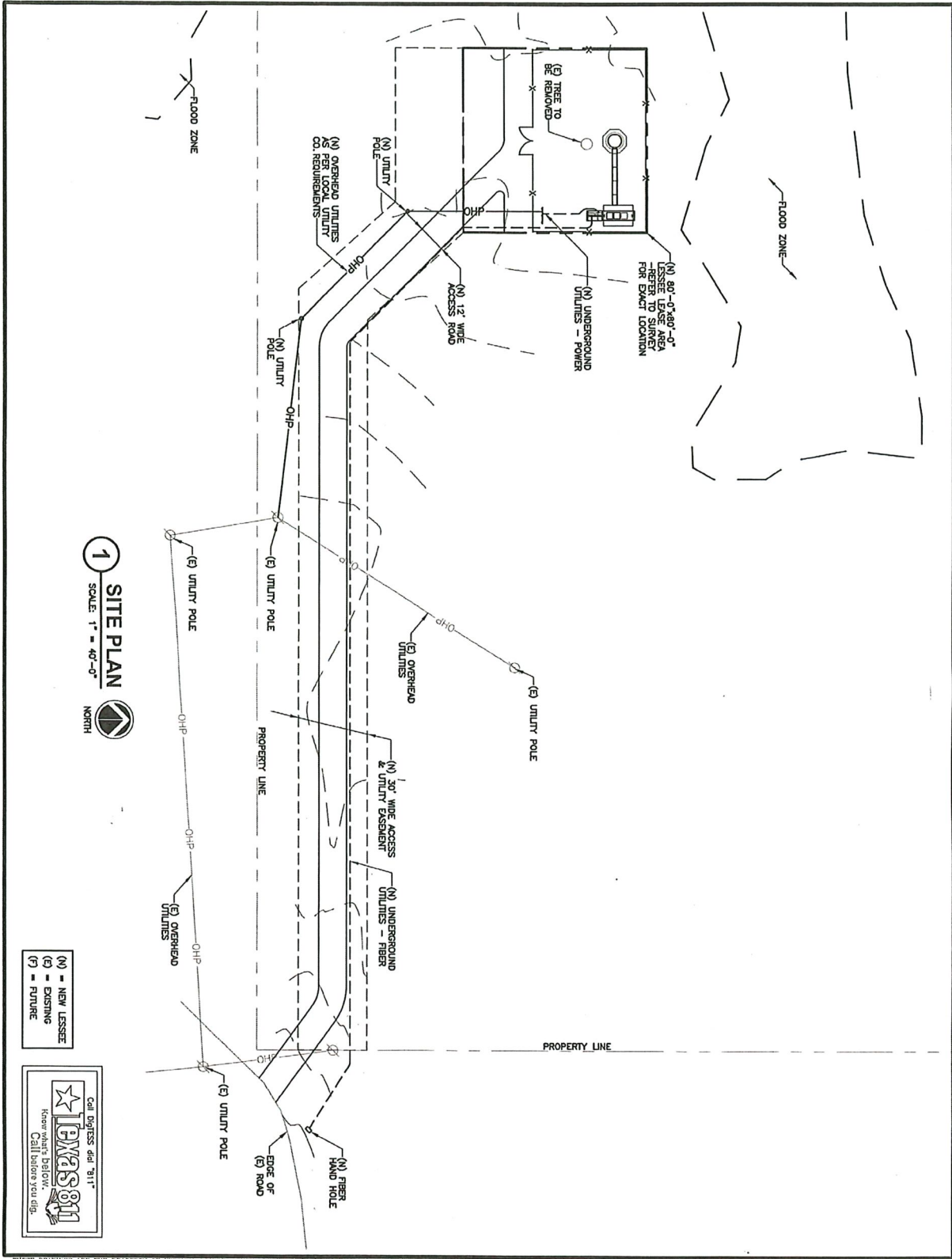
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REVISIONS	DATE
ISSUED PRELIMINARY	02/19/2023
 A	
 B	
 C	
 D	



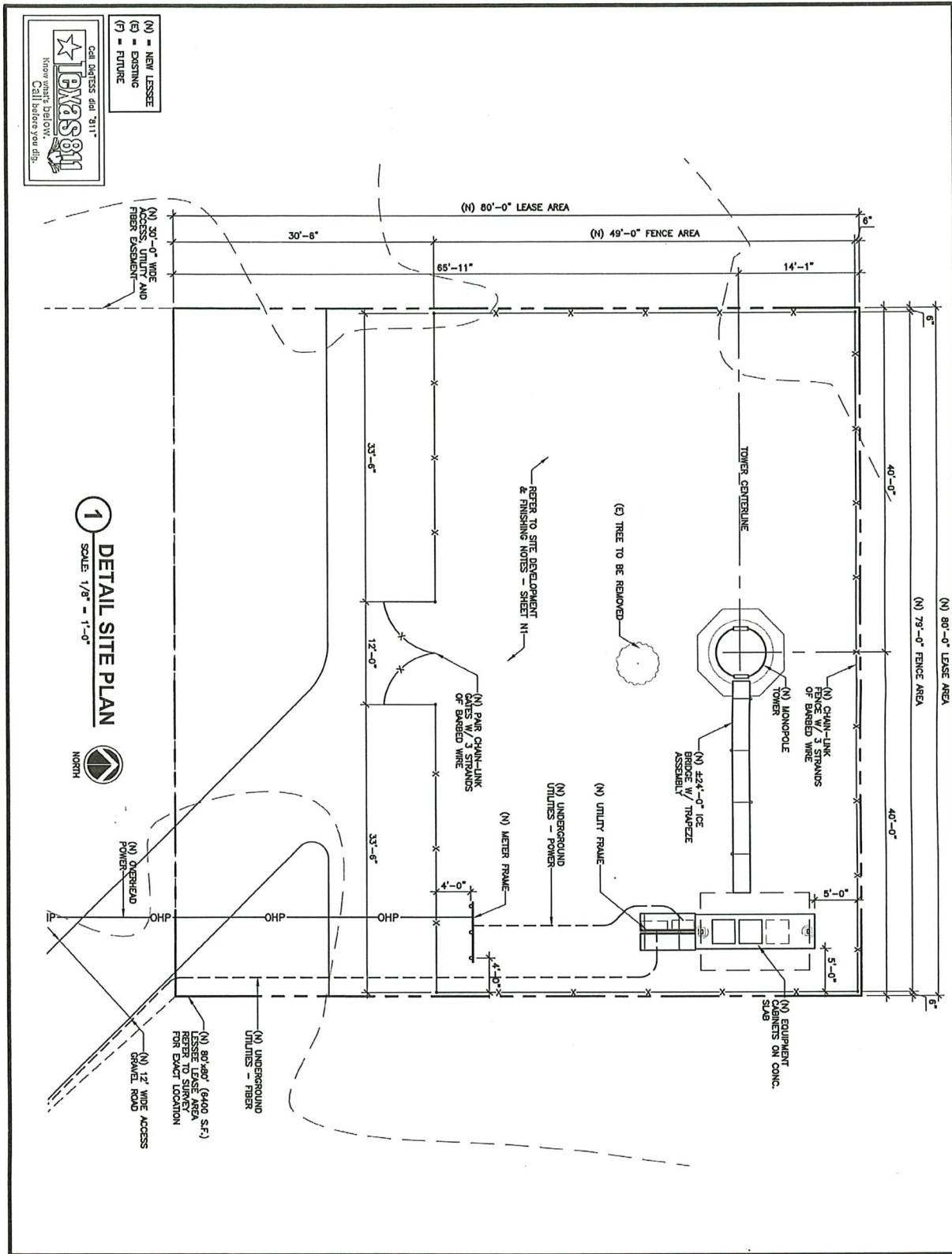
**OPEN
RANGE.**
FIELD SERVICES, LLC.

SHEET NAME
US-OK-5205 HWY 152
& MUSTANG RD OK
SITE ID
US-OK-5205
LEGAL ENTRY
Vertical Bridge VRS, LLC
SITE ADDRESS
540 N MUSTANG ROAD,
MUSTANG CITY, OK 73064
CHECKED BY
KAS
DRAWN DATE
MAY 19, 2003
TITLE
1"-200' FLEET
SURVEY PLAN
SHEET NO.
SHEET 1 OF 2



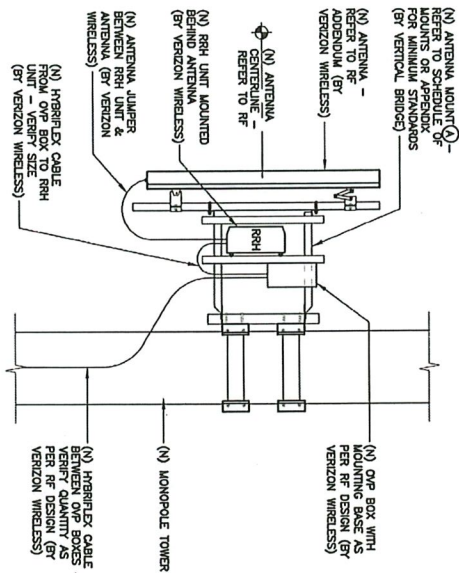
THESE DRAWINGS ARE THE PROPERTY OF VERTICAL BRIDGE. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERTICAL BRIDGE IS PROHIBITED.

 Enby: VERTICAL BRIDGE VBTS, LLC	 HWY 152 & MUSTANG RD OK 320 E SUERA TERRACE MUSTANG CITY, OKLAHOMA 73064 (US-OK-5205)	THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET	 ARCHCOMM, LLC. 1006 Beckett San Antonio, Texas 78213 Tape No. F45669	SHEET TITLE SITE PLAN SHEET HISTORY 05.05.23 PCO A1
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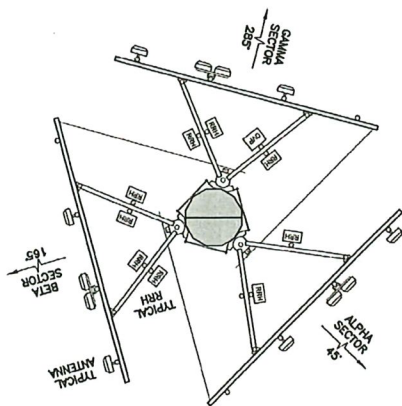
THESE DRAWINGS ARE THE PROPERTY OF VERTICAL BRIDGE. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERTICAL BRIDGE IS PROHIBITED.

verticalbridge vertical BRIDGE VERTS, LLC	verizon HWY 152 & MUSTANG RD OK 320 E SUERA TERRACE MUSTANG CITY, OKLAHOMA 73064 (US-OK-5205)	THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET ARCHCOMP, LLC. 1006 Bedford San Antonio, Texas 78213 (210) 306-9905 TYPE NO. P-16369 SHEET TITLE DETAIL SITE PLAN	06-66-23 PCD SHEET HISTORY	A1-1
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2 SECTION THRU ANTENNA SECTOR

SCALE: N.T.S.

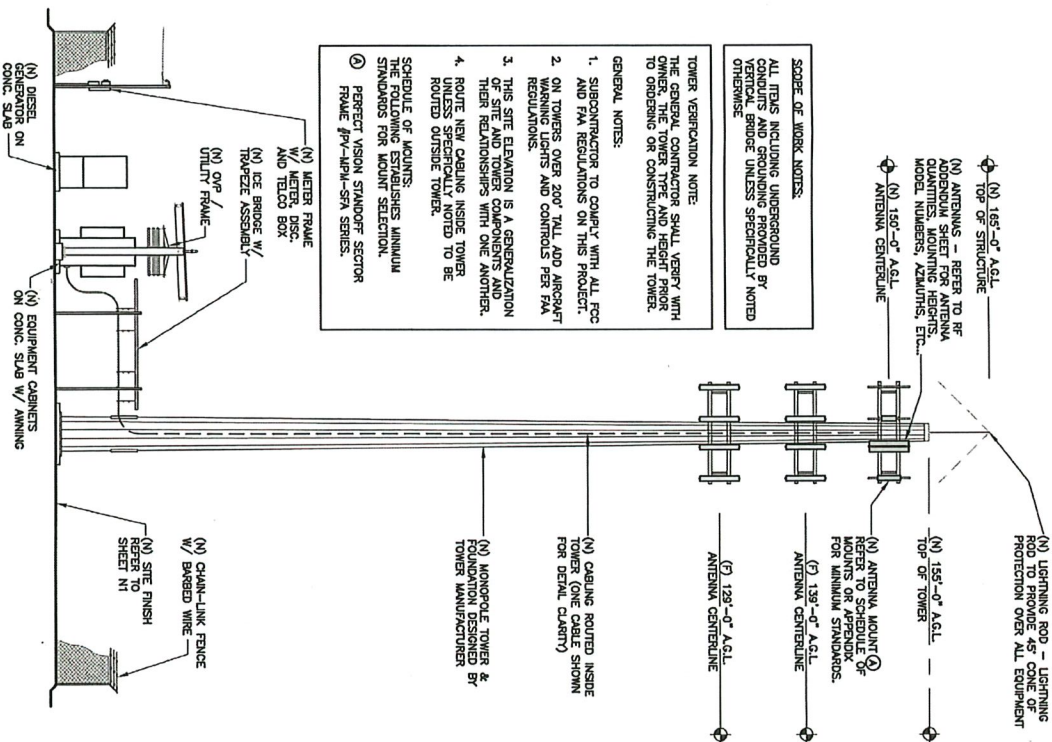


3 PLAN OF ANTENNA SECTORS

SCALE: N.T.S.



- (N) - NEW LESSEE
- (E) - EXISTING
- (F) - FUTURE



1 SITE ELEVATION

SCALE: N.T.S.

- SCOPE OF WORK NOTES:
- ALL ITEMS INCLUDING UNDERGROUND CONDUITS AND GROUNDING PROVIDED BY VERTICAL BRIDGE UNLESS SPECIFICALLY NOTED OTHERWISE.
- TOE VERIFICATION NOTE:
- THE GENERAL CONTRACTOR SHALL VERIFY WITH THE VERTICAL BRIDGE MANUFACTURER THE TOWER TO BE ORDERING OR CONSTRUCTING THE TOWER.
- GENERAL NOTES:
- SUBCONTRACTOR TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT.
 - ON TOWERS OVER 200' TALL ADD AIRCRAFT WARNING LIGHTS AND CONTROLS PER FAA REGULATIONS.
 - THIS SITE ELEVATION IS A GENERALIZATION OF THE SITE AND TOWER COMPONENTS AND THEIR RELATIONSHIPS WITH ONE ANOTHER. ROUTE NEW CABLES INSIDE TOWER UNLESS SPECIFICALLY NOTED TO BE ROUTED OUTSIDE TOWER.
 - SCHEDULE OF MOUNTS: THE FOLLOWING ESTABLISHES MINIMUM STANDARDS FOR MOUNT SELECTION.
 - PURELY VISION STANDOFF SECTOR FRAME FPP-APL-SEA SERIES.

verticalbridge
Engineering - Vertical Bridge VBS, LLC

verizon

HWY 152 & MUSTANG RD OK

320 E SUERA TERRACE
MUSTANG CITY, OKLAHOMA 73064
(US-OK-5205)

THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET

ARCHICOMM, LLC.
San Antonio, Texas 78213
(210) 308-9005
TBE NO. F-15659

SHEET TITLE
SITE ELEVATION

SHEET HISTORY
05.05.23 PCD

A2

**PLANNING COMMISSION
MINUTES JULY 18, 2023**

The Mustang Planning Commission met in a regular session on Tuesday, July 18th, 2023 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

MEMBERS PRESENT: Jay Adams, David Russell, Susan Dobbins, Billy McDaniel, Jerry Brown.

MEMBERS ABSENT: Jesse Bratton, John Gassen

STAFF PRESENT: Ryan Conner, Radika Wheeler, Justin Goodwin.

CITY ATTORNEY: Jonathan Miller was in attendance.

3. Special Use Permit – SUP-6-15-23-1-27

Applicant:	Vertical Bridge VBTS, LLC - Lewis Martin, ArchComm, LLC
Owner:	Jay Curtis
Location:	351 E Suera Terr
Current Zoning:	A-1, Agricultural and Oil and Gas District
Requested Use:	Telecommunications Tower

Chairman McDaniel asked the **City Planner Ryan Conner** for the staff report.

Mr. Conner addressed the Commission and explained the nature of Specific Use Permits and how a Telecommunications Tower is listed in the Permitted Uses Table of the A-1 Agricultural District as a use requiring a Specific Use Permit. **Mr. Conner** quoted the municipal code on Specific Use Permits and how their use may more intensely dominate their surrounding area and could have special conditions placed upon them if necessary to harmonize within their specific area. He then began to explain the current request and how the applicant is seeking to lease a small 80'x80' pad on the property for an approximately 155 ft tall telecommunications tower. **Mr. Conner** explained that staff had worked with the applicant about the placement of the tower in coordination with the municipal code and the required setbacks of 1 ft for every 1 ft of tower height. He said that the location would meet those specifications and be far enough away from other structures in the nearby area. **Mr. Conner** went on to talk about how the municipal code requires specifications on more of the physical components of the towers and their locations but does not get into the health sciences of what telecommunication or cell

towers may or may not have on nearby people. He said that there are currently four (4) other cell towers in town and one (1) is located close by in Curtis Park just to the Northwest of the rodeo grounds but further than the required 500 ft separation distance needed for cell towers. **Mr. Conner** said the applicant could explain more about the rationale of not being able to co-locate this tower or construct it on City property as the municipal code would require as the first site choices. **Mr. Conner** finished by stating that Staff recommends approval of the telecommunication tower Specific Use Permit without any additional conditions added.

Commissioner Jerry Brown asked if the new cell tower has been verified with it's location meeting the 155 ft setback.

Mr. Conner confirmed that question when referencing the surveys provided by the applicant.

Mr. Brown asked if the Specific Use Permit follows the notification requirements with letters like other applications require.

Mr. Conner said yes, there was a 300 ft mailing list that notifications were sent out to.

Mr. McDaniel asked about the existing tower nearby.

Mr. Conner answered saying that the existing tower nearby is in Curtis Park by the rodeo grounds and was constructed in 2010 by ATT.

Mr. McDaniel asked about the height of that tower.

Mr. Conner wasn't sure on that exact height but knew it was over 100 ft tall.

Commissioner Jay Adams says he remembers it being closer to 120 ft tall when the City Council heard that case several years ago.

Commissioner Susan Dobbins commented to say that the tower in Curtis Park had to be reconstructed after a lighting strike at one point.

Commissioner David Russell asked about the potential conditions that could be placed on the Specific Use.

Mr. Conner answered saying that there are definitely scenarios in which some conditions could be added to other types of Specific Use Permits but that staff could not come up with any particular conditions for this case.

Chairman McDaniel then opened up the public hearing for the applicant and any citizens wanting to speak.

Lewis Martin, applicant, with Vertical Bridge spoke to the Commission about the application. He went into the history about this property and how the process has taken a couple years to get to this point. He mentioned working with the Mustang Community Development Department during this time in selecting a location and understanding the setbacks and ordinance provisions. **Mr. Martin** said they are not asking for any variances and would meet every aspect of the code including setbacks. He said the location is set inside a grouping of trees so it would be sort of hidden away. He mentioned that the

Verizon company would ultimately use the tower but that Vertical Bridge would be the owners and operators of the tower and that it would have space for two additional companies to co-locate on the tower if so needed. He said that the reason for this tower is coverage issues with Verizon and how they believe this tower will be able to address those issues.

Mr. Brown asked about the access for the cell tower on the property.

Mr. Martin said the access will be from E Suera Terr where it will have a cattle gate and be tucked behind a grove of trees.

Mr. Brown asked if his company was buying the property or just leasing the area for the cell tower.

Mr. Martin said they will just be leasing their pad site. He went on to speak about the process of constructing the tower and how there will be some additional traffic but once the tower is finished there is minimal traffic, just monthly site inspections with a single vehicle.

Mr. McDaniel opened the floor to the general public in attendance.

Molly Scalf – 309 E Ostin Terr – Lives in the furthest east condo in the Aspen Park area, therefore the closest to the projected cell tower. She mentioned her history in Mustang and how her family downsized to the condos in Aspen Park. She talked about the research she has conducted with the health effects that cell towers could have on people. She said she spoke with her doctor and came to the conclusion that no one really knows about the true health risks that could be caused but that Camel cigarettes were branded in the 1950s as the doctor's choice for cigarettes. She said she just feels really uneasy overall with this cell tower being proposed next to her condo and the unknown health effects.

Mr. Brown asked her about the use of cell phones and what her thoughts were on those.

Ms. Scalf said she is very cautious even with cell phones and wifi, and tries to limit her exposure to those as much as possible.

Mr. Brown said he can see the perspective from both her and the applicant in this case.

Lewis Martin, applicant, came back up to speak about the aspects of the cell phone use and being around waves of sorts. He says he is a very cautious person himself since he knows the industry so well. He went on to read an FCC passage on the research done on the effects of cell towers and their surrounding areas and the conclusions found that there is no known significant risk. **Mr. Martin** went on to talk about sensors he can take out to cell tower sites that monitor the wave activity and find that they have no significant readings anywhere near the ground level. **Mr. Martin** said that tv antennas put off more dangerous waves than cell towers do. He said this area and the height of the tower will not cause any issues to the citizens nearby.

Mr. McDaniel asked **Mr. Martin** why Verizon couldn't co-locate on one of the existing towers nearby.

Mr. Martin said they don't want to build a new tower and would rather co-locate, but the

existing tower nearby is not tall enough to sync up with their network and they need to be able to reach the coverage in this particular area as opposed to the areas in other parts of town.

Lean Simms – 283 E Ostin Terr – She said she has been mostly listening but had a few questions to ask. She asked how close this tower would be to the nearest building in Aspen Park in relation to the setbacks mentioned previously. She also stated her concerns over health issues and the safety of the tower itself on the property and who inspects the towers.

Mr. McDaniel and **Mr. Brown** answered her from what **Mr. Martin** mentioned previously about monthly inspections and engineering tests to make sure everything is maintained properly.

Ms. Simms asked if this tower would disrupt her cellular service or make it worse.

Mr. McDaniel said from the discussion previously it sounds like it would make it a lot better on the contrary.

Lewis Martin spoke briefly to the Commission before the Public Hearing closed stating that the buffer area they are using and the setbacks would keep the tower from falling on any structures in the extreme case that some sort of catastrophic failure happened with the tower.

Commissioner Brown asked a brief question about the inspection process for the towers.

Mr. Martin answered in detail what the inspectors look at the rigorous design standards that the tower will follow in terms of the foundations and anchoring. He said that this would be a mono pole that would not require any guy wires and would not have lighting at night before it is below 200 ft.

Darlene Sparklen – 213 E Ostin Terr – Asked the Commission to think about the proposal more because this company is just trying their best at a sales pitch and might not have the community's best interest in mind. She asked about the separation distances from other towers and said that everyone should research and see what experts say about how close one should live to 5G cell towers.

Commissioner Adams motioned to close the Public Hearing with **Commissioner Brown** seconding the motion. The motion was approved unanimously.

Commissioner Brown said the area is buffered with a lot of trees and the people here talking about the items are separated from a fence on the property. He said that he elects to still have cell phones and doesn't see any problems with the cell towers based on what has been presented.

Commissioner Adams made a motion to recommend approval of the Specific Use Permit for the Telecommunications Tower. **Commissioner Brown** seconded the motion. The motion was approved unanimously.



Agenda Item No: H.3

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Preliminary Plat Application, PP-6-20-23-2-26, Hidden Lake Estates, Cedar Creek Consulting, INC, North of Walmart-Mustang Marketplace Area, 78.23 Acres – 213 Single-Family Lots.

Recommendation:

Vote to Approve or Deny Preliminary Plat

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission voted unanimously to recommend approval of the Preliminary Plat dated July 17th, 2023 to the City Council at the regular July 18th meeting.

Project Description: The applicant, Cedar Creek Consulting, INC, has submitted a Preliminary Plat on behalf of their client for property within the Borneman PUD (revised in February 2023) for a section zoned R-1, Single Family. This tract comprises the largest portion of the PUD property that is located North of the Mustang Marketplace commercial area and East of the frontage along N. Sara Rd where some Commercial and R-2 Zoning is located. The subject area consists of approximately 78.23 acres and will have 213 single family lots.

Hidden Lake Estates, the name of the subdivision, would have two means egress, a connection to N. Hunker Terr that connects with E. St. Hwy 152 to the South and a connection to the West through the R-2 zoned area to N. Sara Rd. There is room for a third means of egress through a connection to the future planned subdivision known as Arbor Creek from the street named "Poplar Terrace" to the East.

The lots within the submitted Hidden Lake Estates plat all meet the minimum standards required by the R-1 Zoning District and has been reviewed by the City Engineer's office as well as by the Fire Marshall, whom required some alterations to the location and number of fire hydrants. The subdivision contains a few common areas that are required for drainage that has been engineered to retain the planned stormwater runoff. There is also a large utility easement on the West side of the property that has an electric transmission line. Overall, the development ties in with the general plan laid forth by the Borneman PUD.

Character of Neighborhood: This is a vacant area with Commercial activity to the South and residential areas to the North, East, and West.

Zoning and Uses of Property Nearby: This property is part of the Borneman PUD and zoned R-1 Single Family with Commercial zoned property to the South and R-2 Zoning to the West, and R-E Zoning to the North.

Conformance with Long-Range Plan: The long-range plan calls for Regional Estates.

Utilities and Services: The development will utilize and construct public water and sewer along with public streets and stormwater.

Financial Impact:

0

Staff Comments:

Staff recommends approval of the Preliminary Plat dated July 17th, 2023 which comprises the corrected fire hydrant locations.

Attachments:

(1) [8.5x11 - Hidden Lake Estates Preliminary Plat - 7-17-2023.pdf](#)

(2) [Recommendation of Approval -Hidden Lake.pdf](#)

(3) [7-18-23 PC Minutes for Hidden Lake Estates.pdf](#)

A Subdivision of the Southwest Quarter (SW/4), Section Twenty-Six (26), Township Eleven (11) North Range Five (5) West of the Indian Meridian, City of Mustang, Canadian County, Oklahoma

HIDDEN LAKE ESTATES

LEGAL DESCRIPTION

North, Range Five (5) West of the Indian Meridian, City of Mustang, Canadian County, Oklahoma being more particularly described as follows:

COMMENTING on the Northwest corner of said SW/4, Thence S. 60° 59' 22" E. along the known line of said SW/4, a distance of 699.50 feet to the POINT OF BEGINNING;
Thence S60°59'22"E along the North line of said SW/4 a distance of 2144.34 feet to a point on the East line of said SW/4, same being the Northwest corner of said SW/4;
Thence S00°17'21"E along said line a distance of 1657.03 feet;
44°02' 24" E. along the known line of said SW/4, a distance of 1000.00 feet to the POINT OF BEGINNING.

[illegible]

containing 3,407,646.72 Sq. Ft. or 78.23 Acres, more or less.

TOTAL NUMBER OF LOTS: 213
LOT AVERAGE: 54.68 ACRES

COMMON AREA AND RIGHT-OF-WAY: 24.05 ACRES
TOTAL AREA: 78.23 ACRES

TOTAL DWELLINGS: 213 UNITS
ZONING R-1 RESIDENTIAL

BRUNEMAN TERRACE - 26' WIDTH COLLECTOR STREET - 150 L.F.
WALKING STICKS TERRACE - 26' WIDTH COLLECTOR STREET - 1,78
INUT TERRACE - 26' WIDTH COLLECTOR STREET - 98 L.F.

MISSY CREEK TERRACE - 26' WIDTH COLLECTOR STREET - 1,928 L.F.
CAN TERRACE - 26' WIDTH COLLECTOR STREET - 1,653 L.F.
WHITE OAK TERRACE - 26' WIDTH COLLECTOR STREET - 352 L.F.

TERFRONTI TERRACE - 26' WIDTH COLLECTOR STREET - 1,191 L
LSON TERRACE - 26' WIDTH COLLECTOR STREET - 527 L.F.
DEN LAKE TERRACE - 26' WIDTH COLLECTOR STREET - 1,443 L

PLAZA TERRACE - 26' WIDTH COLLECTOR STREET - 425 L.F.
WYES

This set of survey notes is the *Quadrangle Premium Standards for the Practice of Land Surveying* as adopted by the California State Board of Professional Engineers and Land Surveyors, and that said Board complies with the requirements of Title 15, Section 20400 of the California State Statutes.

Unlined surfaces: A 12" iron rod with a Plastic Cap Shaped (DSDEN CA 752)¹

The proposed roadway scheme on this site will adhere to the City of Midway standard road specifications.

Property is zoned per PUD (R-1)

¹It should be noted that the use and must be applied only to the Unlined of Permanent Stream

Estimate shown Onscreen

The Company shall be owned and controlled by the four current owners of TNCX within the Mustang Manufacture subdivision Property Owners Association. The firm earned owners of Trench which Mustang Manufacture shall constitute the members of the Property Owners Association. The Property Owners Association shall control the Association of the Property Owners Association to coordinate all activities of the Association and must be initiated prior to the issuance of any Conditional Permit. Animal materials will be provided with formal documents.

The Common Access Easements are restricted to use for purposes and terms only. Access to lots within the patented area is limited to the access driveway (except otherwise shown on the plat). The Common Access Driveways are not public streets, and maintenance of the Association is to own and maintain the Common Area must be provided to by the City of Madison and may not be changed or altered by the City of Madison.

OWNERS/SUBDIVIDER:
BARBARA AND WILSON

26
S.W. 34TH STREET
26
SUPERVISOR
11200 S. COUNTRYLINE R.
OKLAHOMA CITY, OK 73120
405-250-2220

ENGINEER:
405-502-7883
OKLAHOMA CITY, OK 73104
4131 N.W. 122ND ST., SUITE 100
GOLDEN LAND SURVEYING, INC.

11
N
CEDAR CREEK ENGINE
P.O. BOX 14534
OKLAHOMA CITY, OK 731
405-776-3385

Prepared by

GOLD

26

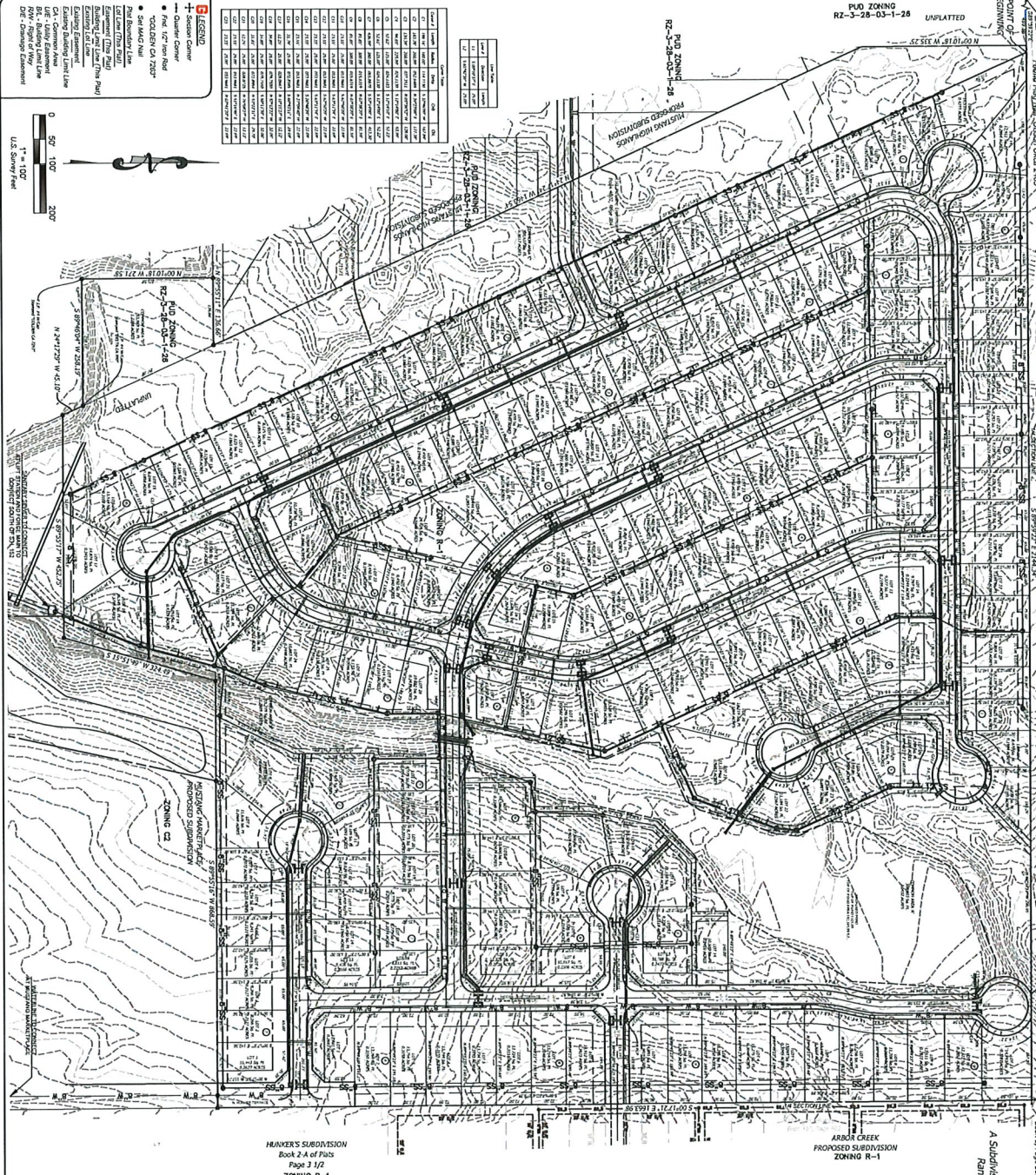
INDUSTRY LOCATION

26

S.A. 192
 R 5 W
 NOT TO SCALE

LAND SURVEY
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73154

CA. # 7263 / Exp. Date = 6/30
Telephone: (405) 802-7883 Email: toyota@toyota.com
Job No. 221763 Site



Case #	Patient #	Gender	Age	Race	Genotype			Phenotype
					Genotype	Genotype	Genotype	
1	101	M	62	W	11111111	11111111	11111111	11111111
2	102	M	62	W	11111111	11111111	11111111	11111111
3	103	M	62	W	11111111	11111111	11111111	11111111
4	104	M	62	W	11111111	11111111	11111111	11111111
5	105	M	62	W	11111111	11111111	11111111	11111111
6	106	M	62	W	11111111	11111111	11111111	11111111
7	107	M	62	W	11111111	11111111	11111111	11111111
8	108	M	62	W	11111111	11111111	11111111	11111111
9	109	M	62	W	11111111	11111111	11111111	11111111
10	110	M	62	W	11111111	11111111	11111111	11111111
11	111	M	62	W	11111111	11111111	11111111	11111111
12	112	M	62	W	11111111	11111111	11111111	11111111
13	113	M	62	W	11111111	11111111	11111111	11111111
14	114	M	62	W	11111111	11111111	11111111	11111111
15	115	M	62	W	11111111	11111111	11111111	11111111
16	116	M	62	W	11111111	11111111	11111111	11111111
17	117	M	62	W	11111111	11111111	11111111	11111111
18	118	M	62	W	11111111	11111111	11111111	11111111
19	119	M	62	W	11111111	11111111	11111111	11111111
20	120	M	62	W	11111111	11111111	11111111	11111111
21	121	M	62	W	11111111	11111111	11111111	11111111
22	122	M	62	W	11111111	11111111	11111111	11111111
23	123	M	62	W	11111111	11111111	11111111	11111111
24	124	M	62	W	11111111	11111111	11111111	11111111
25	125	M	62	W	11111111	11111111	11111111	11111111
26	126	M	62	W	11111111	11111111	11111111	11111111
27	127	M	62	W	11111111	11111111	11111111	11111111
28	128	M	62	W	11111111	11111111	11111111	11111111
29	129	M	62	W	11111111	11111111	11111111	11111111
30	130	M	62	W	11111111	11111111	11111111	11111111
31	131	M	62	W	11111111	11111111	11111111	11111111
32	132	M	62	W	11111111	11111111	11111111	11111111
33	133	M	62	W	11111111	11111111	11111111	11111111
34	134	M	62	W	11111111	11111111	11111111	11111111
35	135	M	62	W	11111111	11111111	11111111	11111111
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47	147	M	62	W	11111111	11111111	11111111	11111111
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49	149	M	62	W	11111111	11111111	11111111	11111111
50	150	M	62	W	11111111	11111111	11111111	11111111
51	151	M	62	W	11111111	11111111	11111111	11111111
52	152	M	62	W	11111111	11111111	11111111	11111111
53	153	M	62	W	11111111	11111111	11111111	11111111
54	154	M	62	W	11111111	11111111	11111111	11111111
55	155	M	62	W	11111111	11111111	11111111	11111111
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57	157	M	62	W	11111111	11111111	11111111	11111111
58	158	M	62	W	11111111	11111111	11111111	11111111
59	159	M	62	W	11111111	11111111	11111111	11111111
60	160	M	62	W	11111111	11111111	11111111	11111111
61	161	M	62	W	11111111	11111111	11111111	11111111
62	162	M	62	W	11111111	11111111	11111111	11111111
63	163	M	62	W	11111111	11111111	11111111	11111111
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74	174	M	62	W	11111111	11111111	11111111	11111111
75	175	M	62	W	11111111	11111111	11111111	11111111
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78	178	M	62	W	11111111	11111111	11111111	11111111
79	179	M	62	W	11111111	11111111	11111111	11111111
80	180	M	62	W	11111111	11111111	11111111	11111111
81	181	M	62	W	11111111	11111111	11111111	11111111
82	182	M	62	W	11111111	11111111	11111111	11111111
83	183	M	62	W	11111111	11111111	11111111	11111111
84	184	M	62	W	11111111	11111111	11111111	11111111
85	185	M	62	W	11111111	11111111	11111111	11111111
86	186	M	62	W	11111111	11111111	11111111	11111111
87	187	M	62	W	11111111	11111111	11111111	11111111
88	188	M	62	W	11111111	11111111	11111111	11111111
89	189	M	62	W	11111111	11111111	11111111	11111111
90	190	M	62	W	11111111	11111111	11111111	11111111
91	191	M	62	W	11111111	11111111	11111111	11111111
92	192	M	62	W	11111111	11111111	11111111	11111111
93	193	M	62	W	11111111	11111111	11111111	11111111
94	194	M	62	W	11111111	11111111	11111111	11111111
95	195	M	62	W	11111111	11111111	11111111	11111111
96	196	M	62	W	11111111	11111111	11111111	11111111
97	197	M	62	W	11111111	11111111	11111111	11111111
98	198	M	62	W	11111111	11111111	11111111	11111111
99	199	M	62	W	11111111	11111111	11111111	11111111
100	200	M	62	W	11111111	11111111	11111111	11111111

[illegible]

Prepared By

GOLDEN

LAND SURVEYING

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Tel: 352/467-7888 Fax: 352/467-7888
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June 21, 2023

Melissa Helsel
Community Development Director
City of Mustang
1501 N Mustang Road
Mustang, OK 73064

**RE: Hidden Lake Estates
Mustang, Oklahoma**

Dear Ms. Helsel:

CGE has completed its review of the revised Preliminary Plat for the subject residential development project dated 06/21/2023. The final preliminary plat and calculations will be submitted by Cedar Creek for your attention.

Please accept this letter as a formal recommendation of approval of the Hidden Lake Estates Preliminary Plat per the City of Mustang's Regulations and Ordinances.

Thanks for your attention and should you have any questions please contact the undersigned.

Sincerely,

COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read 'B. S. Schwegal'.

Brian Schwegal, PE
Project Manager

BSS/bss

Cc: Lance Mills, P.E. – Engineer of Record – Cedar Creek

**PLANNING COMMISSION
MINUTES JULY 18, 2023**

The Mustang Planning Commission met in a regular session on Tuesday, July 18th, 2023 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

MEMBERS PRESENT: Jay Adams, David Russell, Susan Dobbins, Billy McDaniel, Jerry Brown.

MEMBERS ABSENT: Jesse Bratton, John Gassen

STAFF PRESENT: Ryan Conner, Radika Wheeler, Justin Goodwin.

CITY ATTORNEY: Jonathan Miller was in attendance.

Chairman Billy McDaniel opened the public hearing for the first item.

1. Preliminary Plat – PP-6-20-23-2-26: Hidden Lake Estates

Applicant:	Cedar Creek Consulting, INC
Owner:	Barajas and Wilson Developments, LLC
Location:	North of Walmart-Mustang Marketplace Area
Current Zoning:	PUD – R-1 Single Family
Tract Info:	78.23 acres – 213 lots

Chairman Billy McDaniel asked **City Planner Ryan Conner** for the staff report.

Mr. Conner address the Planning Commission and gave the staff report introducing the preliminary plat for Hidden Lake Estates. **Mr. Conner** said the plat will cover just over 78 acres of land and house 213 single-family lots. He said the plat is part of the Borneman PUD that was recently revised earlier this year with multiple tracts with different zoning uses. He mentioned that this plat will meet the minimum requirements of the R-1 Zoning District and have lots in the 7800 – 9000 square foot range. **Mr. Conner** explained the access points to the development with a road connecting to N Sara Rd and N Hunker Terr with a third option in the future for Arbor Creek to the East. He finished his staff report explaining the plat matches with the Borneman PUD, the future land use plan for the area, and with subdivision regulation standards. **Mr. Conner** stated that a new copy of the plat was before them with some slight alterations to the fire hydrants, but that was the only change from the version in their mailed versions. Staff recommended

approval of the preliminary plat.

The applicant, **Lance Mills**, Cedar Creek Consulting, came before the Planning Commission and briefly went over the aspects of the plat. He said he is available for any and all questions that the Commission may have.

Chairman Billy McDaniel opened the floor to any citizens wishing to comment on the item.

Wes Bush – 215 S Mustang Rd – Addressed the Planning Commission and asked how this ginormous housing addition would impact the Mustang School District and their ability to function at a high operating level. He said having a couple hundred more families being added to this area could have a negative impact.

Commissioner Jay Adams addressed the question and explained the difference in the governing bodies of the City of Mustang and the Mustang School District and how their physical jurisdiction boundaries are quite different. He said that the Mustang School District is the entity in which those questions should be asked. **Mr. Adams** said the City has no authority to make those decisions based in mind with the school district.

Commissioner David Russell made a motion to close the Public Hearing with **Commissioner Jerry Brown** seconding that motion. The motion was approved unanimously at 7:09pm.

Commissioner Jerry Brown asked about making their motion with distinction to the plat version in front of them with the changed fire hydrant locations.

City Planner Ryan Conner confirmed with the Commission that the fire hydrant locations changed with recommendations from the Fire Marshall and that it could be stated in the motion to approve the most current version.

City Attorney Jonathan Miller said the Commission could reference the date on the plat for their motion to make sure they are approving the correct plat.

Commissioner Jay Adams made a motion to approve the July 17th, 2023 version of the Hidden Lake Estates Preliminary Plat. **Commissioner David Russell** seconded the motion. The motion was approved unanimously.

Chairman McDaniel mentioned the item would now be heard at the August 1st, 2023 City Council meeting for final approval.



Agenda Item No: H.4

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Rob Groseclose

Submitting Department: Police Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Municipal Lease/Purchase of Eleven (11) Police Vehicles with RCB Bank for a Three (3) Year Term; documents to include, but not limited to, Lease/Purchase Agreement, Resolution No. 24-002, and Statement of Essential Use; and Authorizing Staff to Execute Documents.

Recommendation:

Approve

Initiator:

Robert Groseclose

Background:

The FY 24 City of Mustang Police Budget includes funding in the amount of \$247,299 (FY23-24); in the Limited Purpose Fund for the first year lease/purchase of eleven police vehicles including necessary emergency equipment and installation for these vehicles, Research has shown RCB Bank to offer the lowest finance rate of 4.704% for a three (3) year lease-purchase agreement. Several banks and other financial institutions were surveyed and it was determined that none could match or reduce the (locked) rate offered by RCB Bank. Attached for your information and review, is an initial Municipal Lease/Purchase Agreement with Amortization Schedule that upon approval by the City Council, would allow for the lease/purchase of Eleven (11) Chevrolet Tahoe Police Vehicles plus added necessary emergency equipment and installation, all with base vehicle pricing in compliance with current Oklahoma State Purchasing Contract SW50035.

Financial Impact:

\$258,848.17

Staff Comments:

Staff Recommends Approval

Attachments:

[City of Mustang Lease Agreement without Ex G H\(7-10-23 atty comments\).docx.pdf](#)

[Amortization Schedule.pdf](#)

[Form W9.pdf](#)

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

LEASE #10347730

THIS AGREEMENT IS MADE ON THIS 1st DAY OF August 2023, BY AND BETWEEN THE CITY OF MUSTANG, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND RCB BANK, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

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

<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2024	Chevy Tahoe	With Up-Fit	11	\$67,033.35	\$737,366.85

*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

*Total lease amount includes fee of \$475.00

TOTAL LEASE AMOUNT \$737,841.85

II. PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY THE LESSOR, FOR THE EQUIPMENT, THE SUM OF \$258,848.17 PER YEAR, DURING THE TERM OF THIS AGREEMENT OR ANY RENEWAL OF THE AGREEMENT, IN THE ALTERNATIVE, THE LESSEE PROMISES TO PAY TO THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE. NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY.

III. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, AT THE END OF THE FISCAL YEAR OF THE LESSEE DURING WHICH THE LEASE IS COMMENCED.

IV. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED 2 SUCCESSIVE OPTIONS TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF 12 MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS, PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLELY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF TERMS OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT.

V. TITLE TO EQUIPMENT

UPON ACCEPTANCE OF THE EQUIPMENT, BY LESSEE, TITLE TO THE EQUIPMENT SHALL VEST IN LESSEE SUBJECT TO LESSOR'S RIGHTS UNDER THIS AGREEMENT. TITLE SHALL VEST IN LESSOR AND LESSEE SHALL IMMEDIATELY SURRENDER POSSESSION OF THE EQUIPMENT TO LESSOR UPON (A) ANY TERMINATION OF THIS AGREEMENT PURSUANT TO PARAGRAPH III OR (B) THE OCCURRENCE OF AN EVENT OF DEFAULT BE LESSEE THAT REMAINS UNCURED BY LESSEE. LESSEE SHALL THEREAFTER EXECUTE AND DELIVER ANY SUCH INSTRUMENT AS LESSOR MAY REASONABLY REQUEST TO TRANSFER LEGAL TITLE TO LESSOR UPON TERMINATION OF LESSEE'S INTEREST IN THE EQUIPMENT.

VI. OPTION TO PURCHASE

IN THE EVENT THE LESSEE SHALL HAVE EXERCISED ALL OF ITS OPTIONS FOR RENEWAL OF THIS LEASE AS PROVIDED IN PARAGRAPH IV, ABOVE, UPON TENDER OF THE LAST LEASE PAYMENT DUE UNDER THE LAST RENEWAL TERM, THE LESSEE SHALL ACQUIRE TITLE ALL OF LESSOR'S INTEREST IN THE EQUIPMENT. AND THE EQUIPMENT SHALL THEREAFTER BE OWNED BY LESSEE FREE AND CLEAR OF ANY INTEREST OR LIEN OF LESSOR. IN THE ALTERNATIVE, THE LESSEE, AT ITS SOLE AND EXCLUSIVE OPTION, MAY PURCHASE LESSOR'S INTEREST IN THE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS LEASE OR DURING ANY RENEWAL TERM AS PROVIDED BY PARAGRAPH IV, ABOVE, GIVING WRITTEN NOTICE TO THE LESSOR OR LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF THE BALANCE SHOWN DUE ON THE LEASE

SCHEDULE ATTACHED HERETO AS OF THE NEXT LEASE PAYMENT DUE DATE FOR THE EQUIPMENT. IN NO EVENT SHALL THIS LEASE BE EXTENDED TO CAUSE LESSEE TO PAY MORE THAN THE PURCHASE PRICE FOR THE EQUIPMENT PLUS INTEREST SHOWN ON THE SCHEDULE ATTACHED HERETO.

VII. DELIVERY AND RETURN OF EQUIPMENT

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

VIII. REPAIRS AND MAINTENANCE

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

IX. TAXES

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

X. INSURANCE

THE LESSEE SHALL ENSURE THAT FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED IS OBTAINED AND MAINTAINED. THIS INSURANCE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH. WITH WRITTEN CONSENT OF LESSOR, LESSEE MAY SATISFY THE INSURANCE REQUIREMENTS OF THIS PARAGRAPH X. BY SELF-INSURANCE.

XI. PATENTS

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

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

XII. FUNDING

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

XIII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL

NOT RELIEVE THE LESSOR OF ITS RESPONSIBILITIES TO PERFORM THE DUTIES AND OBLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIV. ROAD MACHINERY AND EQUIPMENT

IF THE TERMS OF THIS AGREEMENT ARE IN REGARDS TO ROAD MACHINERY OR EQUIPMENT, THE LESSEE ASSUMES ALL RISK AND LIABILITY FOR AND SHALL HOLD THE LESSOR HARMLESS FROM ALL DAMAGES TO PROPERTY AND INJURIES AND DEATH TO PERSONS ARISING OUT OF THE USE, POSSESSION, OR TRANSPORTATION OF SAID ROAD MACHINERY OR EQUIPMENT.

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

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

XVI. CHOICE OF LAW

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

FOR LESSEE:

THE CITY OF MUSTANG

BRIAN GRINDER, MAYOR

LISA MARTIN, CITY CLERK

FOR LESSOR:

RCB BANK

JASON JOHNSON, VP - RCB BANK

EXAMPLE

EXHIBIT A TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

Dated between RCB BANK as Lessor
and as Lessee

OPINION OF COUNSEL
(On Counsel's Letterhead)

RCB Bank
PO Box 189
Claremore, OK 74018

As counsel for the City of Mustang ("Lessee"), I have examined the Equipment Lease-Purchase Agreement (the "Agreement") dated August 1, 2023 by and between Lessee and RCB BANK ("Lessor"), duly signed by Lessee, the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination, upon the due execution of the other related documents by remaining parties, and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

1. Lessee was duly organized and is valid existing under the Constitution and laws of the State as a political subdivision of the State.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit C to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Lessee has complied with applicable public bidding requirements.
5. To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.
6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

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

EXHIBIT B TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

**Dated August 1, 2023 Between RCB BANK
as Lessor and The City of Mustang as Lessee.**

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

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

July 1 to June 30

Dated: August 1, 2023

City of Mustang

By: _____
Lisa Martin, City Clerk

EXHIBIT C TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT

**Dated August 1, 2023 Between RCB BANK as Lessor
and The City of Mustang as Lessee.**

RESOLUTION NO. 24-002

RESOLUTION OF GOVERNING BODY

WHEREAS, at a duly called meeting of the governing body of the City of Mustang (the “Lessee”) held on August 1, 2023, the following resolution was introduced and adopted:

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of eleven (11) Chevy Tahoes with Up-Fit (the “Equipment”), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with RCB BANK as Lessor and The City of Mustang as Lessee (the “Agreement”) according to the terms set forth in the Statewide Contract 0035 from Joe Cooper Chevrolet Dated January 5, 2023 and Stoltz Telecom dated January 10, 2023, and the Equipment will be used by Lessee for the purpose of:

Purchase of Eleven (11) Chevy Tahoes with Up-Fit
To Provide Police Protective Services within the City of Mustang

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

WHEREAS, the City Attorney has reviewed the Agreement and negotiated appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

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

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

Name and Title of Persons to Execute and Attest Agreement and related documents:

Brian Grider, Mayor or Michael Ray, Vice Mayor

Lisa Martin, City Clerk

WHEREAS, the payments due by Lessee under the Agreement are subject to the limitations imposed by the Oklahoma Constitution, specifically Article X, Section 26, and any other limitations or restrictions imposed by law; Lessee understands that the Agreement will at all times remain a federally taxable loan and non-bank qualified under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

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

This is to certify that the above and foregoing Resolution was duly **ADOPTED AND APPROVED** by the City Council and Mayor of the City of Mustang this 1st day of August, 2023.

Brian Grider
Mayor

Attest:

Lisa Martin
City Clerk

EXHIBIT D TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
Dated August 1, 2023 Between RCB BANK as
Lessor and the City of Mustang as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

Not required for this specific lease.

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

**Dated August 1, 2023 between RCB BANK as Lessor
and The City of Mustang as Lessee**

ACCEPTANCE CERTIFICATE

RCB Bank
PO Box 189
Claremore, OK 74018

Re: Equipment Lease-Purchase Agreement, dated August 1, 2023 (the "Agreement") between RCB BANK ("Lessor") and The City of Mustang ("Lessee")

Ladies and Gentlemen:

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

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

Acceptance Date: _____

Equipment Description:
11 Chevy Tahoe's with Up-Fit

City of Mustang

By: _____
Brian Grider, Mayor

ATTEST: _____
Lisa Martin, City Clerk

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

**Dated August 1, 2023 between RCB BANK as Lessor
and the City of Mustang as Lessee**

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of the City of Mustang counsel, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
Police Patrol Vehicle 3-5 years
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use? Yes 5-7 years
3. Was this equipment chosen through competitive bidding, or by another method?
Oklahoma State Contract SW00035
4. Which internal fund will be used to make the lease payments?
Limited Purpose

In answer to the above, the following is submitted:

City of Mustang

By: _____
Brian Grider, Mayor

ATTEST: _____
Lisa Martin, City Clerk

EXHIBIT "H" TO EQUIPMENT LEASE-PURCHASE AGREEMENT

**Dated August 1, 2023 between RCB BANK as Lessor
and the City of Mustang as Lessee**

ACKNOWLEDGEMENT OF 8038-G OR 8038-GC

Not required for this specific lease.

**RCB BANK
2901 N 14th St
Ponca City, OK 74604**

For the Lessee:

Re: Equipment Lease-Purchase Agreement, dated July 12, 2022 (Agreement") between RCB BANK ("Lessor") and The City of Mustang ("Lessee")

Ladies and Gentleman:

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

- (1) The 8038-G or 8038-GC has been completed by Lessee and provided to Lessor for processing to the Internal Revenue Service

Acceptance Date: _____

By: _____

For the Lessor:

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

- (1) The 8038-G or 8038-GC has been received and sent for processing on _____ to the Internal Revenue Service per UPS Tracking # _____.

Date: _____

By: _____

City Of Mustang (11 Chevy Tahoes)

Compounding Period: Monthly

Nominal Annual Rate: 4.630%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	08/01/2023	737,366.85	1		
2 Lease Fee	08/01/2023	475.00	1		
3 Lease Payment	09/15/2023	258,848.17	3	Annual	09/15/2025

TValue Amortization Schedule - Normal, 365 Day Year

Date	Lease	Lease Fee	Lease Payment	Interest	Principal	Balance
Lease 08/01/2023	737,366.85					737,366.85
Lease Fee 08/01/2023		475.00				737,841.85
Lease Payment 09/15/2023			258,848.17	4,162.22	254,685.95	483,155.90
2023 Totals	737,366.85	475.00	258,848.17	4,162.22	254,685.95	
Lease Payment 09/15/2024			258,848.17	22,850.99	235,997.18	247,158.72
2024 Totals	0.00	0.00	258,848.17	22,850.99	235,997.18	
Lease Payment 09/15/2025			258,848.17	11,689.45	247,158.72	0.00
2025 Totals	0.00	0.00	258,848.17	11,689.45	247,158.72	
Grand Totals	737,366.85	475.00	776,544.51	38,702.66	737,841.85	

Last interest amount increased by 0.01 due to rounding.

City Of Mustang (11 Chewy Tahoes)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.704%	\$38,702.66	\$737,841.85	\$776,544.51

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Agenda Item No: H.5

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Rob Groseclose

Submitting Department: Police Department

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Ordinance No. 1289, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the Canadian County Sheriffs Office, Oklahoma.

Recommendation:

Approve

Initiator:

Robert Groseclose

Background:

The Police Department has 1 surplus vehicle that is no longer used. The Canadian County Sheriffs Office has shown interest to purchase the following vehicles for \$24,995. The vehicle is;

Unit 232	2018	Chevrolet Tahoe	1GNLCDECXJR127244
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Financial Impact:

(\$24,995)

Staff Comments:

Staff recommends approval

Attachments:

[AGREEMENT_FOR_SALE_-_CCSO2023.docx](#)

[Ordinance No. 1289 - Authorizing Sale of Police Vehicles -Canadian County Sheriff.pdf](#)

**AGREEMENT FOR SALE BETWEEN
THE CITY OF MUSTANG AND THE CANADIAN COUNTY SHERIFFS OFFICE**

This Agreement for Sale ("Agreement") is entered into this 1st day of September, 2023, by and between the City of Mustang, a municipal corporation (hereinafter, "Mustang") and The Canadian County Sheriffs Office, Oklahoma (hereinafter, "Canadian County Sheriffs Office"), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

WHEREAS, the parties hereto are "public agencies" as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, the Oklahoma Statutes; and

WHEREAS, the parties desire to enter into this Agreement to facilitate the sale by Mustang of used a police vehicle to Canadian County Sheriffs Office in order to enhance the ability of Canadian County Sheriffs Office to provide protective services to the public and to thereby to cooperatively increase the public safety efforts of Mustang and Canadian County Sheriffs Office.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, it is hereby agreed by and between the parties that:

1. The City of Mustang hereby sells and transfers to The City of Canadian County Sheriffs Office the following used police vehicle, for the price set forth beside the vehicle, and shall deliver Oklahoma Certificates of Title to The Canadian County Sheriffs Office for the vehicle:

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
232	2018	Chevrolet Tahoe	2C3CDXAT9FH906871	\$24,995

(the "Vehicles").

2. The Canadian County Sheriffs Office accepts delivery of the Vehicle, and acknowledges and agrees that the Vehicle are accepted in an "as is" condition, with all faults, and that the transfer of the Vehicle from the City of Mustang to The Canadian County Sheriffs Office is made without express or implied warranty of any kind on the Vehicles, other than that the City of Mustang warrants that it has good title to the Vehicles, free and clear of an encumbrances.

3. The sale of the Vehicle is subject to passage of an ordinance by the City of Mustang authorizing the sale of the Vehicles and the lack of any challenge thereto.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signature and seals on the dates set forth below:

[Remainder of page intentionally left blank.]

Executed this ____ day of September 2023.

THE CITY OF MUSTANG, OKLAHOMA

By _____
Timothy Rooney, City Manager

Executed this ____ day of September, 2023.

THE CANADIAN COUNTY SHERIFFS OFFICE

By _____
Title: _____

ORDINANCE NO. 1289

**AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA,
DECLARING CERTAIN POLICE VEHICLE SURPLUS,
AUTHORIZING THE SALE OF SUCH VEHICLE TO OTHER PUBLIC
AGENCIES AND AUTHORIZING AND DIRECTING THE CITY
MANAGER TO EXECUTE DOCUMENTS TO COMPLETE THE
TRANSFERS; AND PROVIDING FOR SEVERABILITY.**

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

SECTION 1. PURPOSE.

The City of Mustang owns used police vehicle described as follows:

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
232	2018	Chevrolet Tahoe	1GNLCDECXJR127244	\$24,995

(the “Vehicles”).

The Vehicle is no longer used by the Mustang Police Department. The City of Mustang declares that the Vehicle is surplus and should be disposed of by the City.

SECTION 2. SALE OF VEHICLE.

The Canadian County Sheriffs Office, Oklahoma has expressed a need for and a desire to purchase the Vehicle. The City desires to sell the respective Vehicle to the Canadian County Sheriffs Office in order to enhance the ability of this agency to provide protective services to the public and thereby to cooperatively increase the public safety efforts of all parties. The City of Mustang and The Canadian County Sheriffs Office are “public agencies” as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, of the Oklahoma Statutes.

Pursuant to Section 4-4 of the Charter of the City of Mustang, and Sec. 2-197(2) of the Code of Ordinances, the City Council hereby authorizes the sale of the Vehicle to The Canadian County Sheriffs Office, or to some other public agency, for the prices set forth above.

The City Manager of the City of Mustang is hereby authorized and directed to execute the documents necessary to transfer title to the Vehicle to the purchasing public agency or some other public agency.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This ordinance shall be referred to a vote of the electors of the City if a legal and sufficient referendum petition is properly filed within thirty (30) days after its passage; otherwise, it shall go into effect thirty (30) days after its passage.

PASSED AND APPROVED this ____ day of August, 2023.

Brian Grider, Mayor

ATTEST:
[SEAL]

Lisa Martin, City Clerk

APPROVED as to form this ____ day of August, 2023.

City Attorney



Agenda Item No: H.6

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Rob Groseclose

Submitting Department: Police Department

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Ordinance No. 1290, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the City of Jones, Oklahoma.

Recommendation:

Approve

Initiator:

Robert Groseclose

Background:

The Police Department has 1 surplus vehicle that is no longer used. The City of Jones has shown interest to purchase the following vehicle for \$25,000. The vehicle is;

Unit 235	2019	Chevrolet Silverado	2GCVKNEC7K1101463
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Financial Impact:

(\$25,000)

Staff Comments:

Staff recommends approval

Attachments:

[AGREEMENT_FOR_SALE_-_Jones2023.docx](#)

[Ordinance No. 1290- Authorizing Sale of Police Vehicles -City of Jones.pdf](#)

**AGREEMENT FOR SALE BETWEEN
THE CITY OF MUSTANG AND THE CITY OF JONES**

This Agreement for Sale ("Agreement") is entered into this 1st day of September, 2023, by and between the City of Mustang, a municipal corporation (hereinafter, "Mustang") and The City of Jones, Oklahoma (hereinafter, "Jones"), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

WHEREAS, the parties hereto are "public agencies" as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, the Oklahoma Statutes; and

WHEREAS, the parties desire to enter into this Agreement to facilitate the sale by Mustang of used a police vehicle to Jones in order to enhance the ability of Jones to provide protective services to the public and to thereby to cooperatively increase the public safety efforts of Mustang and Jones.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, it is hereby agreed by and between the parties that:

1. The City of Mustang hereby sells and transfers to The City of Jones the following used police vehicle, for the price set forth beside the vehicle, and shall deliver Oklahoma Certificates of Title to The City of Jones for the vehicle:

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
235	2019	Chevy Silverado	2GCVKNEC7K1101463	\$25,000

(the "Vehicles").

2. The City of Jones accepts delivery of the Vehicle, and acknowledges and agrees that the Vehicle are accepted in an "as is" condition, with all faults, and that the transfer of the Vehicle from the City of Mustang to The City of Jones is made without express or implied warranty of any kind on the Vehicles, other than that the City of Mustang warrants that it has good title to the Vehicles, free and clear of an encumbrances.

3. The sale of the Vehicle is subject to passage of an ordinance by the City of Mustang authorizing the sale of the Vehicles and the lack of any challenge thereto.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signature and seals on the dates set forth below:

[Remainder of page intentionally left blank.]

Executed this ____ day of September 2023.

THE CITY OF MUSTANG, OKLAHOMA

By _____
Timothy Rooney, City Manager

Executed this ____ day of September, 2023.

THE CITY OF JONES

By _____
Title: _____

ORDINANCE NO. 1290

**AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA,
DECLARING CERTAIN POLICE VEHICLE SURPLUS,
AUTHORIZING THE SALE OF SUCH VEHICLE TO OTHER PUBLIC
AGENCIES AND AUTHORIZING AND DIRECTING THE CITY
MANAGER TO EXECUTE DOCUMENTS TO COMPLETE THE
TRANSFERS; AND PROVIDING FOR SEVERABILITY.**

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

SECTION 1. PURPOSE.

The City of Mustang owns used police vehicle described as follows:

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
235	2019	Chevy Silverado	2GCVKNEC7K1101463	\$25,000

(the “Vehicles”).

The Vehicle is no longer used by the Mustang Police Department. The City of Mustang declares that the Vehicle is surplus and should be disposed of by the City.

SECTION 2. SALE OF VEHICLE.

The City of Jones, Oklahoma has expressed a need for and a desire to purchase the Vehicle. The City desires to sell the respective Vehicle to the City of Jones in order to enhance the ability of this agency to provide protective services to the public and thereby to cooperatively increase the public safety efforts of all parties. The City of Mustang and The City of Jones are “public agencies” as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, of the Oklahoma Statutes.

Pursuant to Section 4-4 of the Charter of the City of Mustang, and Sec. 2-197(2) of the Code of Ordinances, the City Council hereby authorizes the sale of the Vehicle to The City of Jones, or to some other public agency, for the prices set forth above.

The City Manager of the City of Mustang is hereby authorized and directed to execute the documents necessary to transfer title to the Vehicle to the purchasing public agency or some other public agency.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This ordinance shall be referred to a vote of the electors of the City if a legal and sufficient referendum petition is properly filed within thirty (30) days after its passage; otherwise, it shall go into effect thirty (30) days after its passage.

PASSED AND APPROVED this ____ day of August, 2023.

Brian Grider, Mayor

ATTEST:
[SEAL]

Lisa Martin, City Clerk

APPROVED as to form this ____ day of August, 2023.

City Attorney



Agenda Item No: H.7

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Submission of Comments to Federal Communications Commission Notice of Proposed Rulemaking regarding Proposed Truth in Billing and Advertising Rule.

Recommendation:

Motion to Authorize Submission of Comments

Initiator:

Jon Miller, City Attorney

Background:

In June, the Federal Communications Commission (FCC) adopted a Notice of Proposed Rulemaking (NPRM) seeking comment on a proposal to establish a new rule requiring cable operators and DBS providers to specify the "all-in" price for service in their promotional materials and on subscribers' bills. The text of the proposed new rule is: "47 CFR § 76.310. Truth in billing and advertising. Cable operators and DBS providers shall aggregate the cost of video programming that they provide as a prominent single line item on subscribers' bills and in any promotional materials. Cable operators and DBS providers may complement the aggregate line item with an itemized explanation of the elements that compose that single line item." The NPRM states that the rule is needed because "consumers who choose a video service based on an advertised monthly price may be surprised by unexpected fees related to the cost of video programming that raise the amount of the bill significantly." The NPRM expressly asks for comments from local franchising authorities.

If authorized by the City, the City would join other franchising authorities in submitting group comments to the FCC in support of this new rule. The comments would be prepared and submitted by attorney Michael Bradley.

Financial Impact:

\$500.00

Staff Comments:

Staff recommends the City authorize joining in the submission of comments



Agenda Item No: H.8

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Resolution No. 24-001, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution Nos. 13-051 and 16-022; Establishing a Minimum Fine Schedule for Violations of the City of Mustang Ordinances; Providing for Effective Dates; and Providing for Repealer.

Recommendation:

Approval of Resolution

Initiator:

Angela Wood, Court Clerk, and Jon Miller, City Attorney

Background:

Section 26-38 of the Mustang Municipal Code provides for the adoption by the governing body of a fine schedule for violations of the ordinances of the City of Mustang. The last adopted minimum fine schedule was in 2013, with an amendment in 2016. The proposed resolution updates the minimum fine schedule.

Financial Impact:

None

Staff Comments:

Staff recommends approval.

Attachments:

[8-1-23 Resolution - Minimum Fine Schedule \(7-20-23 rev\).pdf](#)

RESOLUTION NO. 24-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING RESOLUTION NOS. 13-051 AND 16-022; ESTABLISHING A MINIMUM FINE SCHEDULE FOR VIOLATIONS OF THE CITY OF MUSTANG ORDINANCES; PROVIDING FOR EFFECTIVE DATES; AND PROVIDING FOR REPEALER.

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

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

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

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

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

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

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

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

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

SECTION 1. CONTENT.

1. Resolution Nos. 13-051 and 16-022 are hereby superseded and the following minimum fine schedule is adopted in as of the effective date set forth below:

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
ABANDONED VEHICLE IN LOCATION HIGHLY SUSCEPTIBLE TO DAMAGE OR VANDALISM	114-556	\$91.00
ABANDONED VEHICLE IN LOCATION HIGHLY SUSCEPTIBLE TO DAMAGE OR VANDALISM OR OTHER	114-556	\$91.00
ABANDONMENT OF ANIMAL	14-87	\$131.00
ALC-ABLE LICENSEE CONSUMING OR UNDER THE INFLUENCE OF ALC. BEV. DURING HOURS HE OR SHE IS ON DUTY	6-62.C.6	\$550.00
ALC-ABLE LICENSEE KEEPING OR KNOWINGLY PERMITTING ALC. BEV. ON PREMISES OTHER THAN PERMITTED BY LAW	6-62.C.5	\$550.00
ALC-ABLE LICENSEE PERMITTING GAMBLING, VIOL. OF DRUG LAWS, PROST. OR ANY OTHER CRIMINAL CONDUCT ON LICENSEE PREMISES	6-62.E.1	\$550.00
ALC-ABLE LICENSEE SUFFER OR PERMIT CONTAINER TO BE OPENED OR CONSUMED ON PREMISE OTHER THAN PERMITTED BY LAW	6-62.C.4	\$550.00
ALC-BAR OR LOUNGE LICENSEE PERMITTING UNDER 21 TO ENTER OR REMAIN IN AREA	6-62.A.4	\$550.00
ALC-CONSUMING OR POSSESSING ALC. BEV. ON LICENSED BOTTLE CLUB W/O MEMBERSHIP	6-62-C.2	\$550.00
ALC-CONSUMING WINE, BEER OR SPIRITS ON PREMISES NOT AUTH. BY ALC. COMM.	6-62.C.3	\$550.00
ALC-DISTURBING THE PEACE ON ANY PASSENGER TRANSPORTATION OR WAITING ON PLATFORM WHILE INTOXICATED OR CONSUMING INTOXICANT	6-62.H.1	\$150.00
ALC-DISTURBING THE PEACE ON ANY PUBLIC OR PRIVATE ROAD OR ANY PUBLIC PLACE/BLDG/GATHERING WHILE INTOXICATED	6-62.H.1	\$150.00
ALC-DISTURBING THE PEACE WHILE DRUNK OR INTOXICATED FROM ANY CAUSE	6-62.H.1	\$150.00
ALC-HOST LAW-PROHIBITED GATHERING WHERE MINORS ARE PRESENT	6-91	\$811.00
ALC-MINOR IN POSSESSION OF ALCOHOLIC BEVERAGE	6-62A.1	\$181.00
ALC-OPENING OR CONSUMING ALC. BEV. ON PREMISE OF STORE	6-62.C.1	\$550.00
ALC-PERMITTING PERSON IN THE NUDE	6-65	\$550.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
ALC-PERSON TO BE DRINK OR INTOXICATED ON PREMISES	6-62.F.2	\$150.00
ALC-PERSON UNDER AGE WITH FALSE DOCUMENTATION	6-62.A.5	\$100.00
ALC-POSS. OR CONS. OF ALC. BEV. DURING WHP 4TH OF JULY CELEBRATION	6-63	\$550.00
ALC-PUBLIC INTOX	6-62.F.1	\$331.00
POSSESS/CONSUMPTION OR DISPLAY OF LOW-POINT BEER OR ALCOHOLIC BEVERAGE IN PARK	6-93	\$231.00
POSSESSION OF ALCOHOL IN PUBLIC	6-62C3	\$231.00
ALC-RETAIL LICENSEE PERMITTING PERSON UNDER 21 TO ENTER OR REMAIN PREMISE	6-62.A.3	\$550.00
ALC-RETAIL SPIRITS LICENSEE SELLING AT AN UNAUTH. HOUR	6-62.D.3	\$550.00
ALC-RETAIL WINE OR BEER LICENSEE SELLING AT ANY HOUR OTHER THAN AUTH.	6-62.D.4	\$550.00
ALC-SELL OR KEEP STORE OPEN TO SELL ALC. BEV. DURING OFF TIMES/DAYS	6-62.D.1	\$550.00
ALC-SELL OR PERMIT THE SALE OF ALC. BEV. AT STORE ANYTIME NOT AUTHORIZED	6-62.D.2	\$550.00
ALC-SELL/DELIVER/FURNISH ALC. BEV. TO PERSON UNDER 21	6-62A.2	\$550.00
ALC-SELL/DELIVER/FURNISH ALC. BEV. TO VISIBLY INTOXICATED PERSON	6-62.8.1	\$550.00
ALC-SELL/DELIVER/KNOWINGLY FURNISH ALC. BEV. TO INSANE OR MENTALLY DEFICIENT PERSON	6-62.8.1	\$550.00
ALC-TOC - UNLAWFULLY TRANSPORTING OPEN CONTAINER OF ALCOHOLIC BEVERAGE	6-62.G.1	\$186.00
ALC-UNLAWFUL SOL. OF ALC, NON-INTOX., OR NON-ALC. BEV.	6-64	\$550.00
ALLOWING DOG TRESPASS (1ST OFFENSE)	14-4	\$91.00
ALLOWING DOG TRESPASS (2ND OFFENSE)	14-4	\$176.00
ALLOWING DOG TRESPASS (3RD OFFENSE)	14-4	\$286.00
ANIMAL- CRUELTY TO ANIMALS	14-81	\$186.00
ANIMAL LICENSE-DOG/CAT ID TAG NOT WORN BY ANIMAL	14-168	\$91.00
ANIMAL LICENSE-DOG/CAT ID TAG REMOVED W/O OWNER CONSENT	14-168	\$91.00
ANIMAL LICENSE-DOG/CAT ID TAG USED FOR OTHER THAN ISSUED	14-168	\$91.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
APC	114-224	\$614.00
ARCHERY EQUIP-UNLAWFUL	78-764	\$131.00
ASSAULT	78-2	\$260.00
ASSAULT & BATTERY	78-2	\$486.00
ASSAULT & BATTERY PO	78-34	\$614.00
ATTENTION TO DRIVING	114-223	\$160.00
BEGGING	78-212	\$40.00
BLOCKING INTERSECTION/CROSSWALK	114-204	\$87.00
BOGUS CHECK	78-63	\$131.00
BOMB THREAT MADE USING 911 SERVICE	34-34	\$311.00
BREAKING INTO ANIMAL SHELTER	14-53	\$311.00
CARELESS DRIVING	114-222	\$196.00
CARRY WEAPON INTO BUILDING	78-169	\$311.00
CARRY WEAPON WHILE UNDER THE INFLUENCE	78-172	\$274.00
CARRY-CONCEALED WEAPON	78-170	\$311.00
CDS-POSS MARIJUANA	78-312	\$714.00
CDS-POSS OF CONTROLLED DANGEROUS SUBSTANCE	78-312	\$714.00
CDS-POSSESSION OF COCAINE	78-312	\$714.00
CDS-POSSESSION OF HEROINE	78-312	\$714.00
CDS-POSSESSION OF METHAMPHETAMINE	78-311	\$714.00
CHILD SEAT RESTRAINT	114-456	\$87.00
CLINGING TO VEHICLE	114-355	\$111.00
COMMERCIAL TRUCKS EXCEEDING 5 TONS PROHIBITED FROM USING CITY STREETS AND ALLEYS	114-476	\$111.00
CONSORTING WITH PROSTITUTE	78-292	\$311.00
CONSPIRACY TO COMMIT FRAUD	78-1	\$311.00
CONTEMPT OF COURT	78-1	\$614.00
CROSS FIRE HOSE	14-453	\$160.00
CURFEW VIOLATION	78-351	\$160.00
CUTTING THRU SERVICE DRIVE	114-203	\$111.00
CYCLE/BICYCLE ON SIDEWALK	114-353	\$87.00
DEFACE/ALTER CONTROL DEVICE	114-117	\$311.00
DEFACING PROPERTY	78-116	\$80.00
DEFRAUD HOTEL/RESTAURANT	78-81	\$131.00
DERELICT VEHICLE	114-552	\$50.00
DERELICT VEHICLE ON STREET	114-552	\$91.00
DESTRUCTION OF CITY PROPERTY	78-116	\$311.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
DESTRUCTION OF EVIDENCE	78-1	\$311.00
DESTRUCTION OF PROPERTY	78-116	\$311.00
DISABLED VEHICLE	114-555	\$50.00
DISCHARGE FIREARM	78-174	\$335.00
DISMANTLED/ABANDONED VEHICLES	114-554	\$91.00
DISOBEY TRAFFIC CONTROL DEVICE	114-101	\$160.00
DISOBEY TRAFFIC CONTROL DEVICE PO	114-101	\$185.00
DISORDERLY CONDUCT	78-203	\$160.00
DISPLAYING INSULTING SIGNS	78-207	\$131.00
DISTURBING LAWFUL MEETING	78-206	\$311.00
DISTURBING PUBLIC ASSEMBLY	78-205	\$311.00
DISTURBING RELIGIOUS WORSHIP	78-204	\$311.00
DISTURBING THE PEACE BY LOUD NOISE	78-209	\$91.00
DRIVE ON SIDEWALK	114-202	\$91.00
DRIVE THRU PROCESS	114-205	\$91.00
DUMPING TRASH	78-5	\$311.00
DWI	114-224	\$614.00
ELUDING AN OFFICER	78-37	\$614.00
ENDANGERMENT OF HWY WORKER	114-8	\$111.00
ENGAGING IN PROSTITUTION	78-291	\$311.00
EQUIPMENT - OPERATING VEHICLE WITH DEFECTIVE OR IMPROPER LENSES/REFLECTORS	114-527	\$87.00
EQUIPMENT-DEFECTIVE BRAKE LIGHTS	114-526	\$87.00
EQUIPMENT-DEFECTIVE BRAKES	114-501	\$87.00
EQUIPMENT-DEFECTIVE EXHAUST	114-507	\$87.00
EQUIPMENT-DEFECTIVE HEADLIGHTS	114-526	\$87.00
EQUIPMENT-DEFECTIVE HORN	114-505	\$87.00
EQUIPMENT-DEFECTIVE MIRRORS	114-504	\$87.00
EQUIPMENT-DEFECTIVE SPEEDOMETER	114-8	\$87.00
EQUIPMENT-DEFECTIVE TAG LIGHT	114-526	\$87.00
EQUIPMENT-DEFECTIVE TAIL LIGHTS	114-526	\$87.00
EQUIPMENT-DEFECTIVE TIRES	114-506	\$87.00
EQUIPMENT-DEFECTIVE WINDOWS	114-502	\$87.00
EQUIPMENT-DEFECTIVE WINDSHIELD WIPERS	114-502	\$87.00
EQUIPMENT-DYNAMIC BRAKING DEVICES	114-512	\$87.00
EQUIPMENT-IMPROPER MOTOR CYCLE EQUIPMENT	114-511	\$87.00
EQUIPMENT-NO EYE PROTECTION	114-511	\$87.00
EQUIPMENT-OPERATE WITHOUT HEAD-GEAR	114-511	\$87.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
EQUIPMENT-PROHIBITED	114-508	\$87.00
EQUIPMENT-PROHIBITED RED LENSES	114-529	\$87.00
EQUIPMENT-PROHIBITED USE OF LIGHTS OR LENSES	114-8	\$87.00
EQUIPMENT-PROHIBITED USE OF OFF-ROAD LIGHTS	114-8/ 47 OS 12-217 G	\$87.00
EQUIPMENT-WITHOUT REQUIRED MC	114-511	\$87.00
ESCAPES	78-31	\$614.00
EXCEED MAX WIDTH	114-8/ 47 OS 14-103	\$111.00
EXCEED MAXIMUM HEIGHT	114-479	\$111.00
EXCEED MAXIMUM WEIGHT	114-476	\$111.00
FAIL TO DO DUTY UPON STRIKING	114-153/154	\$311.00
FAIL TO GIVE INFORMATION @ ACCIDENT SCENE	114-152	\$311.00
FAIL TO LICENSE ANIMAL	14-161	\$87.00
FAIL TO REMOVE IGNITION KEY	114-455	\$30.00
FAIL TO RETURN RENTAL PROPERTY	78-82	\$311.00
FAIL TO SECURE LOAD	98-36	\$91.00
FAIL TO STOP - PRIVATE DRIVE	114-370	\$86.00
FAIL TO STOP - RAILROAD CROSSING	114-366	\$86.00
FAIL TO STOP - SCHOOL BUS	114-371	\$136.00
FAIL TO STOP AT SIDEWALK	114-370	\$86.00
FAILURE TO APPEAR	114-9	\$311.00
FAILURE TO CARRY VEHICLE REGISTRATION	114-8	\$91.00
FAILURE TO COMPLY	78.1/21 OS 565.1	\$311.00
FAILURE TO DISPLAY OFFICIAL PARK PERMIT	2-305	\$131.00
FAILURE TO FEED / WATER ANIMAL	14-85	\$131.00
FAILURE TO PAY UTILITY DEPOSIT	98-69	\$100.00
FAILURE TO RESTRAIN ANIMAL (1ST OFFENSE)	14-3	\$91.00
FAILURE TO RESTRAIN ANIMAL (2ND OFFENSE)	14-3	\$176.00
FAILURE TO RESTRAIN ANIMAL (3RD OFFENSE)	14-3	\$311.00
FALSE ALARM NOT 911	34-36	\$311.00
FALSE INFORMATION ACCIDENT REPORT	114-157	\$311.00
FALSE POLICE REPORT	114-157	\$355.00
FALSE REPORT OF CRIME	78-1	\$355.00
FALSE REPRESENTATION TO AN OFFICER	78-32	\$311.00
FIREWORKS - UNLAWFUL DISCHARGE FROM OR AT MOTOR VEHICLE	46-97	\$86.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
FIREWORKS - UNLAWFUL DISCHARGE WITHIN 500' OF PROHIBITED LOCATION	46-97	\$86.00
FIREWORKS-PROHIBITED USE DURING RESTRICTED TIME/DATE	46-97	\$86.00
FIREWORKS-UNLAWFUL DISCHARGE AT OR NEAR GROUP OF PEOPLE	46-97	\$86.00
FOLLOW EMERGENCY VEHICLES	78-4	\$311.00
FOLLOWING FIRE APPARATUS	114-452	\$311.00
FOLLOWING TOO CLOSELY	114-256	\$136.00
GAMBLING	78-276	\$131.00
GOLF CART WHICH IS LICENSED FOR USE ON ROADWAY PROHIBITED ON ROADWAY WITH SPEED	114-8	\$111.00
HARBOR NOISY ANIMAL (1ST OFFENSE)	14-7	\$87.00
HARBOR NOISY ANIMAL (2ND OFFENSE)	14-7	\$131.00
HARBOR NOISY ANIMAL (3RD OFFENSE)	14-7	\$311.00
HARBOR VICIOUS ANIMAL	14-5	\$311.00
HARBOR VICIOUS DOG	14-7	\$311.00
HARBOR VICIOUS IN VIOLATION REQUIREMENTS	14-9	\$311.00
HARMFUL DECEPTIONS	78-62	\$311.00
HUNTING - UNLAWFUL	78-763	\$131.00
IMMEDIATE NOTICE OF ACCIDENT	114-155	\$200.00
IMPERSONATE PUBLIC OFFICER	78-33	\$311.00
IMPROPER BACKING	114-451	\$111.00
IMPROPER STOPPING	114-415	\$80.00
INJURY IN CEMETERY	78-118	\$614.00
INTERFERE W/ANIMAL CONTROL OFFICER	14-52	\$311.00
INTERFERE W/OFFICER	14-52	\$311.00
JAYWALKING	114-336	\$86.00
KEEP HOUSE OF PROSTITUTION	78-293	\$614.00
LANE CHANGE - FAIL TO SIGNAL	114-241	\$91.00
LANE CHANGE - UNSAFE	114-241	\$111.00
LANE USAGE IMPROPER- FAILURE TO MAINTAIN	114-241	\$111.00
LANE USAGE IMPROPER- IMPEDING TRAFFIC ON ROADWAY OF FOUR LANES OR MORE	114-242	\$111.00
LANE USAGE IMPROPER- LANE USAGE OTHER THAN LAWFUL OR AS DIRECTED	114-242	\$111.00
LANE USAGE IMPROPER-CENTER TURN ONLY LANE	114-242	\$111.00
LANGUAGE/LITERATURE RIDICULING	78-208	\$311.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
LARCENY FROM RETAILER UNDER \$1000	78-79	\$131.00
LARCENY UNDER \$1000	78-76	\$131.00
LEAVE ANIMAL IN VEHICLE	14-86	\$131.00
LEAVE SCENE - FAIL TO NOTIFY	114-155	\$311.00
LEAVE THE SCENE - INJURY ACCIDENT	114-153	\$311.00
LEAVE THE SCENE - PROPERTY DAMAGE	114-153	\$311.00
LEFT OF CENTER	114-242	\$111.00
LIBRARY THEFT	78-77	\$236.00
LICENSE - NO STATE DRIVERS LICENSE	114-171	\$131.00
LICENSE - NOT IN POSSESSION	114-171	\$86.00
LICENSE - VIOLATION RESTRICTION	114-171	\$86.00
LICENSE CANCELLED	114-172	\$311.00
LICENSE DENIED	114-172	\$311.00
LICENSE PLATE - IMPROPER DISPLAY	114-11	\$86.00
LICENSE PLATE - IMPROPER USE	114-11	\$86.00
LICENSE PLATE - NONE	114-11	\$86.00
LICENSE PLATE - UNREADABLE	114-11	\$86.00
LICENSE PLATE ALTERED	114-11	\$86.00
LICENSE PLATE EXPIRED	114-11	\$86.00
LICENSE PLATE OBSTRUCTED	114-11	\$86.00
LICENSE REVOKED	114-172	\$311.00
LICENSE SUSPENDED	114-172	\$311.00
LICENSE-DRIVING W/O VALID ENDORSEMENT	114-171	\$86.00
LICENSE-POSSESS ALTERED	47 OS 6-301-1	\$50.00
LICENSE-USING OTHERS	47 OS 6-301-3	\$50.00
LIGHTS - DRIVING WITHOUT	114-526	\$86.00
LIGHTS - FAIL TO DIM	114-527	\$86.00
LIGHTS-BLINDING GLARING	114-527	\$40.00
LITTERING - FROM VEHICLE	98-35	\$91.00
LITTERING FROM VEHICLE WHICH IS CAUSED BY VEHICLE SCATTERING LOAD OR CONTENTS	98-35	\$91.00
LITTERING IN PUBLIC	98-32	\$91.00
LOITERING GAMBLING AREA	78-277	\$131.00
LOITERING RAILROAD PROPERTY	78-211	\$131.00
LOITERING STREETS / PUBLIC PLACES	78-210	\$131.00
MAINTAIN INTOXICATING BEVERAGE FURNISHED	6-7	\$311.00
MENACING ANIMAL BEHAVIOR	14-10	\$81.00
MOBILITY DEVICE - IMPROPER USE	114-357	\$20.00
MOLESTING VEHICLE	78-119	\$131.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
NOISE DISTURBANCE	78-214	\$131.00
NOISE DISTURBANCE FROM MOTORIZED VEHICLE	78-215	\$131.00
NUISANCE VIOLATIONS	38-33	\$131.00
OBSTRUCT DRIVER'S VIEW	114-502	\$111.00
OBSTRUCT OFFICER	78-34	\$311.00
OBSTRUCTING SIDEWALK/ROAD	102-7	\$60.00
OPEN BURNING	38-134	\$131.00
OPENING SIDE DOORS	114-454	\$91.00
OPERATING A KENNEL W/O LICENSE	14-221	\$50.00
OPERATING MOTOR VEHICLE IN UNSAFE CONDITION	47 OS 12-101	\$0.00
OPERATING UNAUTHORIZED VEHICLE IN PARK	114-351	\$111.00
OPERATING UNAUTHORIZED VEHICLE IN ROAD	114-351	\$111.00
ORDER TO LEAVE SCHOOL GROUNDS	78-104	\$311.00
OTHER ANIMAL OFFENSES	VARIOUS	\$91.00
OTHER CRIMINAL OFFENSES	VARIOUS	\$311.00
OTHER EQUIPMENT VIOLATIONS	VARIOUS	\$87.00
OTHER MISCELLANEOUS ORDINANCE VIOLATIONS	VARIOUS	\$131.00
OTHER MOVING VIOLATIONS	VARIOUS	\$111.00
OTHER NON-MOVING VIOLATIONS	VARIOUS	\$86.00
OTHER PARKING/STANDING VIOLATIONS	VARIOUS	\$65.00
OUTRAGE PUBLIC DECENCY	78-1	\$86.00
OVERHANGING MATERIALS - FLAG	114-510	\$87.00
PARKING - 15 FT INTERSECTIONS	114-404	\$65.00
PARKING - BLOCKING FIRE LANE, HYDRANT OR FIRE ESCAPE LADDER	114-560	\$65.00
PARKING - COMMERCIAL VEHICLE EXCEED FIVE TONS	114-413	\$65.00
PARKING - DOUBLE PARKING	114-409	\$65.00
PARKING - FIRE HYDRANT	114-399	\$100.00
PARKING - HANDICAP	114-400	\$5.00
PARKING - HAZARDOUS MATERIALS	114-460	\$65.00
PARKING - IN EXCESS OF 18 INCHES FROM THE CURB	114-412	\$65.00
PARKING - IN FRONT OF PUBLIC OR PRIVATE DRIVEWAY	114-399	\$65.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
PARKING - IN FRONT YARD OR NOT ON DRIVEWAY IN RESIDENTIAL DISTRICT	122-844	\$50.00
PARKING - IN MEDIAN OR PLANTING STRIP	114-399	\$65.00
PARKING - NEGLIGENT	114-415	\$100.00
PARKING - OBSTRUCT ROADWAY	114-410	\$65.00
PARKING - OCCUPATION OF CAMPING OR TRAVEL TRAILER WHILE PARKED OR STORE	122-844	\$50.00
PARKING - OF CAMPER SHELL WHICH EXTENDS OVER/ON/ACROSS A CITY STREET OR	122-844	\$50.00
PARKING - OF CAMPING TRAILER WHICH EXTENDS OVER/ON/ACROSS A CITY STREET	122-844	\$50.00
PARKING - OF MOBILE HOME	122-844	\$50.00
PARKING - OF RV WHICH EXTENDS OVER/ON/ACROSS A CITY STREET	122-844	\$50.00
PARKING - OF TRAVEL TRAILER WHICH EXTENDS OVER/ON/ACROSS A CITY STREET	122-844	\$50.00
PARKING - ON CROSSWALK	114-399	\$65.00
PARKING - ON SIDEWALK	114-399	\$65.00
PARKING - ON THE ROADWAY SIDE OF ANY VEHICLE STOPPED AT THE ROADWAY CUR	114-399	\$50.00
PARKING - OTHER THAN PARALLEL WITH EDGE OF ROADWAY	114-412	\$65.00
PARKING - PROHIBITED	114-399	\$65.00
PARKING - PROHIBITED COMMERCIAL VEHICLE	122-844	\$50.00
PARKING - PROHIBITED IN MUNICIPAL PARK	2-314	\$65.00
PARKING - REPAIR WORK TO SEMI-TRACTOR IN RESIDENTIAL AREA	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA BLOCKING CITY SIDEWALK OR CI	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA ON STREET OR UPON STREET RIG	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA PARKED OR STORED ON STREET/S	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA PARKED WITH TRAILER ATTACHED	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA WHICH EXTENDS OVER/ON/ACROSS	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA WITH ENGINE RUNNING	122-844	\$50.00
PARKING - SEMI-TRACTOR IN RESIDENTIAL AREA WITH NOISE GENERATING COMPON	122-844	\$50.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
PARKING - SLEEPING IN SEMI-TRACTOR IN RESIDENTIAL AREA	122-844	\$50.00
PARKING - VIOLATION OF PARK OR RECREATION FACILITY HOURS	2-311	\$131.00
PARKING - VIOLATION SIGN	114-410	\$65.00
PARKING - WRONG SIDE OF ROADWAY	114-401	\$65.00
PARKING- ALONG OR OPPOSITE ANY STREET EXCAVATION OR PROHIBITED	114-399	\$65.00
PARKING- AT ANY PLACE WHERE OFFICIAL SIGN PROHIBITS STOPPING	114-399	\$65.00
PARKING- BETWEEN SAFETY ZONE AND ADJACENT CURB	114-399	\$65.00
PARKING CLOSE TO CURB	114-412	\$65.00
PARKING IN ALLEY	114-405	\$65.00
PARKING-FACING WRONG DIRECTION	114-412	\$65.00
PARKING-OF BOAT TRAILER WHICH EXTENDS OVER /ON/ACROSS CITY STREET/SIDEWALK	122-844	\$50.00
PARKING-OF BOAT WHICH EXTENDS OVER/ON/ACROSS CITY STREET/SIDEWALK	122-844	\$50.00
PARKING-OF HAULING TRAILER WHICH EXTENDS OVER /ON/ACROSS A CITY STREET/SIDE	122-844	\$50.00
PARKING-OF UTILITY TRAILER WHICH EXTENDS OVER/ON/ACROSS A CITY STREET/SIDE	122-844	\$50.00
PARKING-OF VEH OUTSIDE OF BUSINESS LOOP WHICH EXCEEDS 24' LENGTH	114-408	\$65.00
PARKING-UNLAWFUL MOVING	114-399	\$65.00
PARKING-UNLAWFUL MOVING OF VEHICLE NOT UNDER LAWFUL CONTROL TO PROHIBITED AREA	114-399	\$65.00
PARKING-UNLAWFUL PARK OF VEHICLE OUTSIDE OF BUSINESS LOOP WHICH EXCEEDS 7' WIDTH	114-408	\$65.00
PARKING-UNLAWFUL PARKING OF VEHICLE FOR SALE ON STREET OR MUNICIPAL PROPERTY	114-411	\$65.00
PARKING-UNLAWFUL PARKING OF VEHICLE FOR WASHING/REPAIR/GREASING ON STREET/MUN	114-411	\$65.00
PARKING-WITHIN 15' OF FIRE HYDRANT	114-399	\$65.00
PARKING-WITHIN 20' OF FIRE STATION DRIVEWAY ENTRANCE	114-399	\$65.00
PARKING-WITHIN 30' APPROACH OF STOP SIGN	114-399	\$65.00
PARKING-WITHIN 30' APPROACH OF TRAFFIC SIGNAL OR FLASHING BEACON	114-399	\$65.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
PARKING-WITHIN 50' OF NEAREST RAIL OF RAILROAD CROSSING	114-399	\$65.00
PARKING-WITHIN 75' OF FIRE STATION DRIVEWAY ENTRANCE OPPOSITE SIDE OF STREET	114-399	\$65.00
PARKING-WITHIN HIGHWAY TUNNEL	114-399	\$65.00
PARKING-WITHIN INTERSECTION	114-399	\$65.00
PASSING - CURVE	114-246	\$111.00
PASSING - CUT IN	114-245	\$111.00
PASSING - FAIL TO PROVIDE SUFFICIENT WIDTH OF LANE	114-243	\$111.00
PASSING - HILL	114-246	\$111.00
PASSING - INTERSECTION	114-246	\$111.00
PASSING - ON RIGHT	114-247	\$111.00
PASSING - SCHOOL ZONE	114-249	\$211.00
PASSING - SPEED UP	114-245	\$111.00
PASSING - YIELD ONCOMING	114-246	\$111.00
PASSING LEFT OF THE CENTERLINE WHEN APPROACHING 100' OF BRIDGE OR VIADUCT OR TUN	114-246	\$111.00
PASSING LEFT OF THE CENTERLINE WHEN APPROACHING 50' OF INTERSECTION OR RAILROAD	114-246	\$111.00
PASSING- MARKED ZONE	114-248	\$111.00
PASSING OPPOSITE DIRECTION	114-243	\$111.00
PASSING-UNLAWFUL LEFT OF THE CENTERLINE WITHOUT YIELDING TO ONCOMING TRAFFIC	114-246	\$111.00
PASSING-UNLAWFUL OVERTAKING/PASSING OF VEHICLE WHICH IS STOPPED FOR PEDESTRIAN	114-334	\$136.00
PASSING-UNLAWFUL PASSING LEFT OF CENTERLINE WITHOUT CLEAR VISIBILITY	114-246	\$111.00
PEDESTRIAN - CROSS RR GATE	114-338	\$131.00
PEDESTRIAN - DRIVER DUE CARE	114-331	\$131.00
PEDESTRIAN - NOT USING SIDEWALK	114-339	\$131.00
PEDESTRIAN - OBEY CONTROL DEVICE	114-332	\$131.00
PEDESTRIAN - RIGHT HALF CROSSWALK	114-335	\$131.00
PEDESTRIAN - WRONG SIDE ROAD	114-339	\$131.00
PEEPING TOM	78-213	\$311.00
PERMITTING UNAUTHORIZED DRIVER	114-174	\$136.00
PIMPS AND PROCURERS	78-295	\$614.00
PLACE SIGN PROPERTY OF ANOTHER	78-61	\$91.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
POSSESSION OF DRUG PARAPHERNALIA	78-311	\$714.00
POSSESSION OF TRAFFIC CONTROL DEVICE	114-117	\$311.00
POST UNAUTHORIZE CONTROL DEVICE	114-116	\$311.00
PROCEEDING/REMAIN DISASTER AREA	78-7	\$131.00
PROHIBITED USE OF MOTORIZED VEHICLE ON PARK PROPERTY	2-309	\$131.00
PROHIBITED USE UNLAWFUL USE OF PARK ATHLETIC FIELD	2-310	\$131.00
PUMP PIRATING	78-80	\$311.00
RECKLESS CONDUCT FIREARM	78-173	\$614.00
RECKLESS DRIVING	114-221	\$336.00
REFUSE TO AID OFFICER	78-35	\$311.00
REMOVE BARRICADES	78-3	\$311.00
RENT TO UNLICENSED PERSON	114-173	\$311.00
REPORT INJURY/ACCIDENT WITH ANIMAL	14-82	\$86.00
RESCUING/ASSIST ESCAPE	78-36	\$614.00
RESIDE HOUSE OF PROSTITUTION	78-294	\$311.00
RESIDENTIAL USE IN COMM. OR IND. ZONED DIST.	122-7	\$226.00
RESISTING AN OFFICER	78-34	\$311.00
RESISTING ARREST	78-34	\$311.00
RETALIATION AGAINST EMPLOYEE FOR REPORTED VIOL	78-372	\$311.00
SEAT BELT	114-457	\$20.00
SECURITY VERIFICATION	114-10	\$91.00
SKATING IN ROADWAY	114-352	\$60.00
SMOKING PROHIBITED	78-1/21 OS 1247	\$71.00
SOLICITING IN VIOLATION OF NO KNOCK LIST	82-41	\$131.00
SOLICITING OR PEDDLING IN ROADWAY AND PUBLIC R.O.W. PROHIBITED	82-51	\$131.00
SOLICITING RIDE	114-340	\$87.00
SOLICITING WITHOUT A LICENSE	82-51	\$131.00
SPEED - UNREASON SLOW	114-278	\$86.00
SPEED - VIOLATION POSTED MINIMUM	114-274	\$111.00
SPEED CONTEST ENGAGE	114-13	\$336.00
SPEED EXCESSIVE	114-277	\$111.00
SPEEDING - 21 & OVER	114-274	\$166.00
SPEEDING - SCHOOL CROSSING	114-276	\$211.00
SPEEDING 10 TO 15 MPH OVER	114-274	\$121.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
SPEEDING 16 TO 20 MPH OVER	114-274	\$141.00
SPEEDING RESIDENTIAL	114-271	\$166.00
SPEEDING SCHOOL ZONE	114-275	\$211.00
SPEEDING UP TO 9 MPH OVER	114-274	\$91.00
STOP SIGN DISOBEY	114-367	\$136.00
TAMPERING / DAMAGE PUBLIC UTILITY	78-117	\$131.00
TEXTING WHILE DRIVING	114-8	\$100.00
THREATENING CALLS	78-202	\$311.00
THROW/SHOOT AT PERSON/PROPERTY	78-6	\$311.00
TOBACCO-DIST SAMPLES	78-368	\$131.00
TOBACCO-MINOR IN POSSESSION	78-370	\$86.00
TOBACCO-SALE ORIGINAL PACKAGE	78-369	\$131.00
TOBACCO-SALE TO MINOR	78-367	\$131.00
TRAILER - COUPLING DEVISE	114-509	\$86.00
TRAIN - FAIL TO STOP FOR TRAIN	114-366	\$86.00
TRANSPORTING LOADED FIREARM-LONG GUN	78-171	\$236.00
TRANSPORTING LOADED FIREARM-PISTOL/TRAFF	78-171	\$236.00
TRASH/WEEDS ON PROPERTY	38-38(22)	\$175.00
TRESPASSING	78-101	\$131.00
TRESPASSING VEHICLE	114-14	\$115.00
TRUANCY	78-352	\$86.00
TRUCK ROUTE-FAILURE TO COMPLY	114-481	\$111.00
TURN - FAIL TO SIGNAL INTENT TURN	114-316	\$91.00
TURN - IMPROPER LEFT TURN	114-316	\$111.00
TURN - IMPROPER RIGHT TURN	114-316	\$111.00
TURN - IMPROPER U TURN	114-315	\$111.00
TURN - WRONG LANE	114-316	\$111.00
TURN-FAIL TO SIGNAL INTENT AT INTERSECTION	114-316	\$91.00
TURN-FAIL TO SIGNAL INTENT LESS THAN 100'	114-316	\$91.00
TURN-FAIL TO SIGNAL PRIVATE ROAD OR DRIVEWAY	114-316	\$91.00
UNAUTHORIZED SELLING OR ADVERTISING IN PARK OR RECREATIONAL FACILITY	2-312	\$131.00
UNAUTHORIZED USE ALL-TERRAIN VEH	47 OS 11-1116	\$131.00
UNAUTHORIZED USE OF MV	78-119	\$95.00
UNAUTHORIZED USE OF TRAIN	78-83	\$131.00
UNLAWFUL ASSEMBLY	78-201	\$311.00
UNLAWFUL CARRY OF A WEAPON	78-168	\$311.00
UNLAWFUL ENTRY	78-103	\$614.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
UNLAWFUL HUNTING WITH FIREARM	78-175	\$311.00
UNLAWFUL INTRUSION LAND	78-102	\$131.00
UNLAWFUL PASSING OF RAILROAD CROSSING GATE BY PEDESTRIAN	114-338	\$131.00
UNLAWFUL USE OF 911	34-34	\$311.00
UNLAWFUL USE OF BICYCLE/MOTORCYCLE/MOTORCYCLE WITH TOO MANY PASSENGERS	114-353	\$87.00
UNLAWFUL USE OF BICYCLE/MOTORCYCLE/SCOOTER HOLDING ON CITY SIDEWALK	114-353	\$87.00
UNLAWFUL USE OF BICYCLE/MOTORCYCLE/SCOOTER HOLDING ON TO PROPELLED MOTOR VEHICLE	114-353	\$87.00
UNLAWFUL USE OF BRIDGE OR APPROACH TO BRIDGE BY PEDESTRIAN	114-338	\$131.00
UNLAWFUL USE OF HAND-HELD ELECTRONIC COMMUNICATION DEVICE WHILE OPERATING COMMER	114-8	\$111.00
UNLAWFUL USE OF PARK OR RECREATIONAL FACILITY	2-308	\$131.00
UNLAWFUL-FOLLOWING EMERGENCY VEHICLES	78-4	\$311.00
UNLAWFUL-FOLLOWING FIRE APPARATUS	114-452	\$311.00
UNLAWFUL-PARKING PARKING BLOCKING OF FIRE APPARATUS	114-452	\$311.00
USE FIREARM WHILE INTOXICATED	78-172	\$614.00
VANDALISM	78-116	\$100.00
WATER RATIONING	118-52	\$131.00
WEAPONS - PERMIT CERTAIN EVENTS	78-175	\$131.00
WINDOW TINTING	114-503	\$86.00
WRONG WAY DIVIDED HIGHWAY	114-250	\$111.00
WRONG WAY ONE WAY ROADWAY	114-254	\$111.00
YIELD - EMERGENCY VEHICLE	114-201	\$186.00
YIELD - ENTER HIGHWAY	114-296	\$136.00
YIELD - EXERCISE DUE CARE	114-331	\$136.00
YIELD - INTERSECTION	114-296	\$136.00
YIELD - LEFT TURN	114-292	\$136.00
YIELD - LEFT TURN AT INTERSECTION	114-292	\$136.00
YIELD - PEDESTRIAN CROSSING	114-337	\$136.00
YIELD - PEDESTRIAN SHALL	114-337	\$136.00

<u>VIOLATION</u>	<u>ORDINANCE/STATUTE</u>	<u>MINIMUM FINE</u>
YIELD - PRIVATE DRIVE	114-297	\$136.00
YIELD - RIGHT OF WAY	114-291	\$136.00
YIELD - SIGN	114-293	\$136.00
YIELD - SIGNAL LIGHT	114-296	\$136.00
YIELD - TO OTHER VEHICLES IN INTERSECTION	114-296	\$186.00
YIELD - TO PEDESTRIAN CROSS WALK	114-334	\$136.00
YIELD - VEHICLE ON RIGHT	114-291	\$136.00
YIELD R.O.W. FROM PARALLEL PARK	114-298	\$136.00
YIELD-CONTROLLED INTERSECTION	114-296	\$231.00
YIELD-TO VEHICLE ALREADY IN INTERSECTION	114-296	\$186.00
YIELD-TO VEHICLE COMING FROM RIGHT	114-296	\$186.00
ZONING VIOLATIONS	VARIOUS	\$131.00

2. Implementation and Term.

Subsection 1 of Section 1 above shall be implemented and in effect on and after July 11, 2023 and shall continue in effect thereafter unless or until amended or modified.

3. Effective Date and Payment of Fines and Penalties.

Effective this 11th day of July, 2023, the foregoing fines and penalties assessed for violations of the provisions of the Mustang Municipal Code are payable in the Violations Bureau upon a written plea of guilty or nolo contendere in the Municipal Court of the City of Mustang, Oklahoma.

SECTION 2. REPEALER.

All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 1st day of August, 2023.

THE CITY OF MUSTANG

Brian Grider, Mayor

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form:

Jonathan E. Miller, City Attorney



Agenda Item No: H.9

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Justin Battles

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Approval of an Inter-Governmental Agreement for a Regional Household Hazardous Waste Collection. and Management Project between the City of Mustang and The City of Oklahoma City.

Recommendation:

Initiator:

Background:

The City of Mustangs contractor, OEMA, currently operates a hazardous waste collection. The collection is conducted every Saturday from 9:00 am until 1:00 pm. The current collection excludes certain items, such as gasoline disposal. The City of Oklahoma City operates a hazardous Waste Collection Center that allows for some items our current contractor is unable to take. Several other cities around the metro currently utilize the inter-governmental agreement to provide citizens with a place to dump hazardous items.

Financial Impact:

Staff Comments:

Attachments:



Agenda Item No: H.10

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Justin Battles

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Contract and Bonds Project Labeled Emergency Traffic Signal for Fire Station No. 2.

Recommendation:

Initiator:

Justin Battles

Background:

The City of Mustang and Cowan Group Engineering published specifications for a new emergency signal located on State Highway 152 at the new fire station. The bid was awarded at the July 11 City Council meeting. The signal activates when an emergency vehicle leaves the fire station and enters Highway 152.

Financial Impact:

180,000

Staff Comments:

Staff recommends approval of the contract and bonds for the project labeled Emergency Traffic Signal for Fire Station No. 2.

Attachments:

[Emergency Traffic Signal for Mustang Fire Station No. 2 - Contract & Bonds - Traffic Signals Inc 07272023.pdf](#)

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____
2023 by and between the City of Mustang, Mustang, Oklahoma, party of the first part, hereinafter
termed "Owner", and Traffic Signals Inc., party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has received sealed proposals for furnishing materials, labor, and equipment for either of the indicated works.

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of Emergency Traffic Signal for Mustang Fire Station No. 2.

The work shall be done in accordance with plans and specifications on file in the City Engineer's Office as outlined and set out in the bidding documents and in accordance with the terms, specifications, plans, and provisions of said Contract; and,

WHEREAS, Contractor, in response to request for bids, has submitted to the Mustang Improvement Authority in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Mustang Improvement Authority, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal to-wit:

One-hundred eighty-thousand dollars and zero cents (\$180,000.00)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the specifications therefore on file in the office of the City Clerk of Mustang, Oklahoma.
- (2) That the Owner shall pay the Contractor for the work performed, as follows:
 - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

- c. At the end of each month the Engineer will make written estimates of the materials in place and accepted, and the amount of work performed in accordance with the contract during the current period of time between estimates and the value thereof computed at the contract unit prices. Payment to the Contractor shall be in the amount of the estimate minus the retainage as permitted by law.
 - d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
 - e. And that the Contractor's bid is hereby made a part of this Agreement.
- (3) That the City of Mustang reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.
 - (4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
 - (5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the unit price bid and as agreed to by both parties in the execution of the Change Order.
 - (6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.
 - (7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed **90 calendar days** following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.
 - (8) The Contractor shall furnish bonds and certificate of insurance as specified in the "Instructions to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project.
 - (9) On completion of the work, but prior to the acceptance thereof by the City of Mustang, it shall be the duty of the City Engineer or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Mustang.

(10) Liquidated damages shall be paid by the Contractor at the rate of **\$500** per each and every calendar day required by him to complete the contract in excess of the contract time.

(11) APPROXIMATE QUANTITIES on all items which bids are to be received on a unit price basis; the quantities stated in the bid will not be used in establishing final payment due the contractor. The quantities stated, on which unit prices are invited, are approximate only and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract or unit price items will be based on the actual number of units installed in the completed work. No increases or decreases in the approximate quantities shall exceed twenty (20%) percent without approval of the City Engineer.

(12) Contractor shall execute a written verification attached hereto as Appendix A

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

"OWNER"

CITY OF MUSTANG

By: _____

ATTEST

City Clerk

APPROVED as to form this _____ day of _____, 2023.

CITY ATTORNEY

APPROVED by the City of Mustang this _____ day of _____, 2023.

"CONTRACTOR"

If an Individual: (signature) _____

doing business as: _____

If a Partnership: (signature) _____

By (Printed Name and Title): _____

Names of other partners: _____

If a Corporation/LLC: (signature) _____



By (Printed Name and Title): ROBERT MEADORS

PRESIDENT

ATTEST:

Dianna R. Yannarell
Secretary

(CORPORATE SEAL)



Business Address of Contractor

PO BOX 30067

EDMOND, OK 73003

6600 BOUCHER DR

EDMOND, OK 73034

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Traffic Signals Inc., as Principal, and Great American Insurance Company,
a Corporation organized under the laws of the State of Ohio,
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound
unto the City of Mustang in the penal sum of One-hundred eighty-thousand dollars and zero cents
(\$180,000.00) in lawful money of the United States of America, such sum being equal to the contract
price for the payment of which, well and truly to be made, we bind ourselves and each of us, our
heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by
these presents.

DATED this 18th day of July, 2023.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with THE CITY OF MUSTANG dated _____, 20 23, for:

Emergency Traffic Signal for Mustang Fire Station No. 2

all in compliance with the specifications therefore, made a part of said Contract and on file in the office of the City Hall, Mustang, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, will truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said The City of Mustang from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save The City of Mustang harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Diane R. Yarnarell

PRINCIPAL:

Traffic Signals Inc.
BY: [Signature]
Its: PRESIDENT

Surety:

Address of Surety or Agent:

Great American Insurance Company
By: [Signature]
Attorney-in-Fact Wendy Hollen
Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202
Telephone No. 513-369-5091

APPROVED as to form this _____ day of _____, 2023.

CITY ATTORNEY

APPROVED by The City of Mustang this _____ day of _____, 2023.

ATTEST:

CITY CLERK

MAYOR

MAINTENANCE BOND
(Defect Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, Traffic Signals Inc., as Principal, and Great American Insurance Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One hundred ninety-eight thousand dollars and zero cents (\$198,000.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 15th day of July, 2023. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Emergency Traffic Signal for Mustang Fire Station No. 2, all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City all damages, loss and expense which may result by reason of failure due to defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after acceptance of said project by the City, then this obligation shall be null and void, otherwise, to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by Council of the CITY OF MUSTANG, or some person or persons designated by them to ascertain the same, and if upon thirty (30) days' notice, that said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have effect of releasing the sureties, or any of them, from the obligations of this bond.

IN THE WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized so to do, the day and year first above written.

Attest:

Diane R Yunnarell

Witness:

[Signature]

Approved as to form this _____ day of _____, 20__.

Traffic Signals Inc.
Principal

By: [Signature]
Its: PRESIDENT

Great American Insurance Company
Surety

By: [Signature]
Attorney-in-Fact Wendy Hollen

City Attorney

REVIEWED AND APPROVED by the City of Mustang this _____ day of _____, 20__

Attest:

Mayor

City Clerk

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Traffic Signals Inc. as Principal, and Great American Insurance Company
301 E. 4th Street, Cincinnati OH 45202, as Surety, authorized and, where
required, licensed to transaction business in the State of Oklahoma, are held and firmly bound unto
THE STATE OF OKLAHOMA, in the sum of One-hundred eighty-thousand dollars and zero cents
(\$180,000.00), in lawful money of the United States of America, said sum being equal to One
Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made,
we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees,
successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of
Oklahoma, dated _____, 2023, for Emergency Traffic Signal for Mustang Fire
Station No.2 (the "Contract"), for the erection and construction of said work and/or improvement, all
in compliance with the plans and specifications therefore, made a part of said Contract and on file at
the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

NOW, THEREFORE, if said Principal shall, in all particulars, properly and promptly complete
the work and/or improvement in accordance with the Contract, pay all indebtedness the Principal
incurs for the Principal's subcontractors and all suppliers of labor, material, rental of machinery or
equipment, and pay for the repair of and parts for equipment the Contract requires the Principal to
furnish, and protect and save harmless said City of Mustang, State of Oklahoma, from any pecuniary
loss resulting from the breach of any of the covenants and conditions of said Contract resting upon
said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and
effect. It is expressly agreed and understood by the parties hereto that no changes or alterations in
said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect
of releasing the surety, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused this Statutory Bond to be executed
in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said
Surety has caused this Bond to be executed in its name and its corporate seal to be hereunto affixed
by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

[Remainder of page intentionally left blank.]

Dated this 18th day of July, 2023.

ATTEST:

Secretary

PRINCIPAL

By:

Its:



PRESIDENT

SURETY

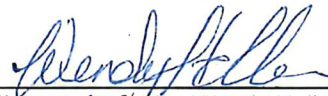
ATTEST:

~~Secretary~~ Witness

Great American Insurance Company

By:

Its Attorney-in-fact Wendy Hollen



REVIEWED and APPROVED by THE CITY OF MUSTANG this ____ day of _____, 2023.

MAYOR

ATTEST:

City Clerk

Approved as to form this _____ day of _____, 2023.

Municipal Counselor

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Nine

No. 0 21849

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
John L. Birsner	John Rogers	All
Susanne Cusimano	Mike Shannon	\$100,000,000
Wendy Hollen	Lisa Sherman	
Cody Michael McNeill		
W.M. McNeill		
Kyle D. Reser		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of July 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 13th day of July

MARK VICARIO (877-377-2405)

2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of



Atty L C B

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Brandy Jones PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bjones@midamericainc.com																					
INSURED Traffic Signals, Inc. Sig-Op Systems, Inc. P. O. Box 30067 Edmond OK 73003-0002	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER B:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty Co	20443	INSURER B:	Continental Insurance Company	35289	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2023/2024 Casualty

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6014187542	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ltd Pollution-worksites \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6014187539	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6014187525	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6 14187556	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: Emergency Traffic Signal for Mustang Fire Station No. 2
Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Mustang 135 N. Mustang Road Mustang OK 73064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Item No: I.1

Mustang City Council Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Justin Battles

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

*Consideration of Potential Purchase and Acceptance of Permanent Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(3).

Recommendation:

Initiator:

Justin Battles

Background:

Discussion in Executive Session

Financial Impact:

Staff Comments:

Attachments:



Agenda Item No: D.1

Mustang Improvement Authority Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 07/11/2023 MIA Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the July 11, 2023, MIA meeting.

Financial Impact:

Staff Comments:

Attachments:

[07.11.2023 MIA Minutes.pdf](#)

**MUSTANG IMPROVEMENT AUTHORITY
JULY 11, 2023**

The Mustang Improvement Authority met in regular session on Tuesday, July 11, 2023, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, July 7, 2023, at 10:38 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Ray called the meeting to order at **8:31 p.m.**

B. ROLL CALL

Trustees Present: Ray
Leete
Waugh
McKenzie
Sholund

Trustees Absent: Wald
Grider

C. NEW BUSINESS

None.

D. CONSENT AGENDA

- D.1 Approval of 06/06/2023 MIA Minutes.
- D.2 *Claims List for FY2023.
- D.3 *Claims List for FY2024.
- D.4 Approval to Turn Past Due Utility Accounts over to Collection Agency.

MOTION was made by **Trustee Sholund**, seconded by **Trustee Waugh**, to Approve the Consent Agenda Items D-1 thru D-4.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

E. INFORMATION/REPORTS

E.1. Trustee Manager

None.

E.2. Trustees

None.

F. DISCUSSION ITEMS

F.1 *Approval of Memorandum of Understanding between the City of Mustang and the Mustang Improvement Authority regarding the Use of Reclaimed Water.

MOTION was made by **Trustee Waugh**, seconded by **Trustee McKenzie** to Approve the Memorandum of Understanding.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

G. MATTERS FOR EXECUTIVE SESSION

G.1 *Consideration of Potential Purchase and Acceptance of Permanent Easement and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(3).

Informational purposes only.

MIA
JULY 11, 2023
PAGE 3

H. ADJOURNMENT

MOTION was made by **Trustee Sholund**, seconded by **Trustee Leete**, to adjourn.

AYE: Ray, Leete, Waugh, McKenzie, Sholund

NAY: None

Meeting was adjourned at **8:33 p.m.**

Brian Grider, Chairman

Attest:

Lisa Martin, Secretary



Agenda Item No: D.2

Mustang Improvement Authority Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Kelly Walbaum

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY2023.

Recommendation:

Approve

Initiator:

Kelly Walbaum

Background:

Claims List for FY23

Financial Impact:

\$280,730.80

Staff Comments:

Attachments:

[MIA CLAIMS LIST FY23.pdf](#)

7/27/2023 12:18 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 9

FUND: 64 - 90% CAPITAL EXCESS

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
23-0523	01-C1061	CONSTRUCTION UNLIMITED, LLCEOC/FIRE STATION #2		6/2023	202307279189	171,538.78
DEPARTMENT TOTAL:						171,538.78
FUND TOTAL:						171,538.78

7/27/2023 12:18 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 10

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
23-0764	01-S1145	U CHANGE LOCKS INDUSTRIES	I2017 FIRE SAFETY VEH/EQUI	6/2023	202307279205	13,516.21
23-0221	01-T1040	TYLER TECHNOLOGIES, INC.	ANNUAL CHARGES	6/2023	025-429533	10,057.50
DEPARTMENT TOTAL:						23,573.71
DEPARTMENT: 72 WATER						
23-2021	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	6/2023	7612	1,550.50
23-0205	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	6/2023	202307279187	79,046.34
23-1454	01-S0085	SILVER STAR CONSTRUCTION	COMISC CONTRACTUAL SERVICES	6/2023	33967A	3,057.10
DEPARTMENT TOTAL:						83,653.94
DEPARTMENT: 75 SEWER						
23-2021	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	6/2023	7612A	1,814.00
23-0222	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	6/2023	202307279199A	150.37
DEPARTMENT TOTAL:						1,964.37
FUND TOTAL:						109,192.02



Agenda Item No: D.3

Mustang Improvement Authority Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Kelly Walbaum

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY2024.

Recommendation:

Approve

Initiator:

Kelly Walbaum

Background:

Claims List for FY24

Financial Impact:

\$293,556.74

Staff Comments:

Attachments:

[MIA CLAIMS LIST FY24.pdf](#)

7/21/2023 8:52 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 8

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O. #	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
24-0295	01-Q0082	QUADIENT LEASING USA, INC	MAIL STUFFER LEASE	7/2023	N10010837A	262.18
DEPARTMENT TOTAL:						262.18
FUND TOTAL:						262.18

7/27/2023 3:38 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 6

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 72 WATER						
24-0050	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		7/2023	7612E	3,991.00
24-0158	01-00072	OK CONTRACTORS SUPPLY, LLC PUBLIC WORKS SUPPLIES		7/2023	0375607-IN	3,154.00
24-0517	01-W0179	WRIGHT WATER CORPORATION	PUBLIC WORKS CONTRACTOR	8/2023	12864	119,191.48
DEPARTMENT TOTAL:						126,336.48
DEPARTMENT: 75 SEWER						
24-0054	01-C0108	COWAN GROUP ENGINEERING, LLENGINEERING FEES		7/2023	7612G	1,599.10
24-0078	01-D0005	DEQ	ANNUAL DISCHARGE PERMIT	7/2023	23060960236	9,265.11
24-0515	01-W0179	WRIGHT WATER CORPORATION	PUBLIC WORKS CONTRACTOR	8/2023	12864A	67,045.20
24-0631	01-Y1018	YOUNG CONTRACTING, LLC	L.S. #4 CONSTRUCTION	7/2023	202307279223	78,048.67
DEPARTMENT TOTAL:						155,958.08
FUND TOTAL:						282,294.56

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
24-0483	01-K0071	KORTERRA, INC.	LOCATE/TICKET MANAGEMENT	7/2023	23818	11,000.00
DEPARTMENT TOTAL:						11,000.00
FUND TOTAL:						11,000.00



Agenda Item No: D.4

Mustang Improvement Authority Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Shelley Norman

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval to Turn Past Due Utility Accounts over to Collection Agency.

Recommendation:

Approve

Initiator:

Shelley Norman

Background:

The attached utility accounts are past due and need to be sent to collections. Total balance is \$3,024.14 excluding collection agency fees.

Financial Impact:

\$3,024.14

Staff Comments:

Attachments:

[TEMPLATE FOR COLLECTIONS AUGUST 2023.xlsx](#)

8/1/2023

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE
26-0150-02-0	BERITSCHY, DOYLE	2009 W HUNTERS SPRING WAY MUSTANG, OK 73064	2009 W HUNTERS SPRING WAY MUSTANG, OK 73064	\$194.87
START DATE: 8/1/2022				
FINAL DATE: 5/31/2023				
26-0122-04-0	BOWEN, HALLE & CHARLIE	2021 W ANTLER WAY MUSTANG, OK 73064	1615 E LAKE PARK LN MUSTANG, OK 73064	\$61.88
START DATE: 10/13/2021				
FINAL DATE: 5/30/2023				
21-0084-04-0	DAVIS, ZACHERY	2013 E ENSEY TERR MUSTANG, OK 73064	2013 E ENSEY TERR	\$177.24
START DATE: 1/9/2023				
FINAL DATE: 6/14/2023				
16-0032-03-0	FAJEN, SHERYL & KAYLA	356 E CARSON LN MUSTANG, OK 73064	356 E CARSON LN MUSTANG, OK 73064	\$231.46
START DATE: 3/21/2014				
FINAL DATE: 5/18/2023				
26-0104-05-0	FAHLENKAMP, ANDREA	1003 N DONALD WAY MUSTANG, OK 73064	1003 N DONALD WAY MUSTANG, OK 73064	\$38.08
START DATE: 9/1/2022				
FINAL DATE: 6/6/2023				
22-0677-02-0	HILL, RUTH	305 E OSTEN TERR MUSTANG, OK 73064	PO BOX 5 MUSTANG, OK 73064	\$175.42
START DATE: 6/5/2009				
FINAL DATE: 6/6/2023				
14-0082-08-0	HILLIS, JULIE & WALTON, KELLY	141 E JUNIPER LN MUSTANG, OK 73064	141 E JUNIPER LN MUSTANG, OK 73064	\$400.65
START DATE: 2/26/2018				
FINAL DATE: 5/31/2023				
21-0206-14-0	LUPER, MAX	2003 EAST HILL TERR MUSTANG, OK 73064	1247 SHEFFIELD PL THOUSAND OAKS, CA 91360	\$32.57
START DATE: 3/3/2023				
FINAL DATE: 5/31/2023				
14-0049-11-0	MAXEY, SADIE & AUSTON	149 E JUNIPER LN MUSTANG, OK 73064	149 E JUNIPER LN MUSTANG, OK 73064	\$59.27
START DATE: 2/20/2020				
FINAL DATE: 6/12/2023				
17-0031-02-0	MCCURDY, TAYLOR & STEEDS, RHANNON	516 S BROOKVIEW LN MUSTANG, OK 73064	516 S BROOKVIEW LN	\$165.39
START DATE: 8/22/2022				
FINAL DATE: 6/14/2023				
08-0015-11-0	MILLER, JUSTIN	706 S SHEPHERD DR MUSTANG, OK 73064	12428 SW 15TH TERR YUKON, OK 73099	\$58.56
START DATE: 12/27/2021				
FINAL DATE: 6/14/2023				
05-0258-05-0	PATRIOT PROPERTY INVESTMENTS	1135 W WESTCHESTER WAY MUSTANG, OK 73064	8729 SALLY CT YUKON, OK 73099	\$87.25
START DATE: 3/17/2023				
FINAL DATE: 6/20/2023				
50-8799-01-0	SHAZAN GHANI	214 N MUSTANG MALL TERR MUSTANG, OK 73064	214 N MUSTANG MALL TERR MUSTANG, OK 73064	\$43.40
START DATE: 10/5/2021				
FINAL DATE: 6/12/2023				
08-0022-11-0	ROGERS, DUSTIN & EALEY, DELUSHA	518 W LINDEN DR MUSTANG, OK 73064	518 W LINDEN DR MUSTANG, OK 73064	\$109.43
START DATE: 9/24/2018				
FINAL DATE: 6/6/2023				
09-0151-18-0	SHEPARD, AMBER	616 W PERRY DR MUSTANG, OK 73064	616 W PERRY DR MUSTANG, OK 73064	\$181.86
START DATE: 5/12/2022				
FINAL DATE: 5/31/2023				
50-0290-01-0	SILVERS, MALETTIE SUE	717 E SUERA TERR MUSTANG, OK 73064	717 E SUERA TERR MUSTANG, OK 73064	\$13.12
START DATE: 8/11/2007				
FINAL DATE: 5/31/2023				
07-0172-18-0	STEVENS, BREANN	844 W FOREST DR MUSTANG, OK 73064	844 W FOREST DR MUSTANG, OK 73064	\$269.99
START DATE: 12/22/2022				
FINAL DATE: 5/25/2023				
12-0043-05-0	SWAN, ALICIA	307 S MUSTANG RD MUSTANG, OK 73064	1007 S BASSETT ST EASTLAND, TX 76448	\$17.62
START DATE: 11/17/2022				
FINAL DATE: 5/22/2023				
17-0018-19-0	TOWLES, DILLAN & SIERRA	301 E FOREST LN MUSTANG, OK 73064	301 E FOREST LN MUSTANG, OK 73064	\$107.23
START DATE: 10/18/2018				
FINAL DATE: 6/20/2023				
05-0438-01-0	TRIMM, TAWANA & KENNETH	912 N MEADOW VIEW WAY MUSTANG, OK 73064	912 N MEADOW VIEW WAY MUSTANG, OK 73064	\$99.35
START DATE: 6/13/2019				
FINAL DATE: 6/5/2023				
14-0228-12-0	VAZQUEZ, ALMAY	107 E FORSTER LN MUSTANG, OK 73064	1864 LAND RUN DR EL RENO, OK 73036	\$119.37
START DATE: 4/14/2020				
FINAL DATE: 6/7/2023				
06-0300-13-0	WILLIAMS, RACHEL	1025 W RIDGEHAVEN WAY MUSTANG, OK 73064	5176 KITTY HAWK BLANCHARD, OK 73010	\$75.46
START DATE: 12/5/2022				
FINAL DATE: 6/13/2023				
04-0528-01-0	WILSON, MELANIE & MITCH	712 N COTTONTAIL WAY MUSTANG, OK 73064	712 N COTTONTAIL WAY MUSTANG, OK 73064	\$304.67
START DATE: 3/2/2023				
FINAL DATE: 5/26/2023				

ACCOUNTS: 23

\$3,024.14



Agenda Item No: D.5

Mustang Improvement Authority Agenda Item Report

Meeting Date: August 1, 2023

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 24-005 making Changes in the Proprietary Fund Budgets by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$4,752,074.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose. The City desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year. The City desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation.

Financial Impact:

\$4,752,074

Staff Comments:

Attachments:

[Resolution 24-005 - Supplemental Appropriation - Proprietary Funds.pdf](#)

RESOLUTION NO. 24-005

A RESOLUTION TO MAKE CHANGES IN THE PROPRIETARY FUNDS BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2023-2024 FISCAL YEAR BUDGET BY \$4,752,074.

WHEREAS, The Authority has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) applicable to budgeting in 11 O.S. Sections 17-201 through 17-218; and

WHEREAS, 62 O.S. § 310.2 requires the encumbering officer of the City to record encumbrances against authorized appropriations for purchase orders and contracts at the time of commitment in an amount not to exceed the then unencumbered balance of the appropriations for said purpose; and

WHEREAS, The Authority desires to lapse all unexpended appropriations, including encumbered appropriations at fiscal year; and re-approve the outstanding purchase order and other contract commitments in the immediately following fiscal year and charge such to the appropriations of the immediately following fiscal year; and

WHEREAS, The Authority desires to carry over the unexpended fund balances into the immediately following fiscal year as income and revenue available to be provided for such new year, including availability for supplemental appropriation;

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

Restricted Carryover (64-45199)	\$ 300,000
Reserved Carryover (68-45199)	1,638,462
American Rescue Plan Act (80-45111)	2,802,612
Interest Earnings (80-45141)	10,000
Restricted Carryover (80-45199)	<u>1,000</u>
 Total Revenues	 \$ <u>4,752,074</u>

Restricted Fund Balance (64-500-5555)	300,000
Transfer to Street Fund (68-568-5814)	400,000
ODOT – SH152 Waterline Relocation (68-572-5931)	1,033,033
Lift Station No. 4 (68-575-5928)	205,429
Engineering (80-572-5336)	5,000
Restricted Fund Balance (80-572-5555)	1,000
ARPA Water Infrastructure (80-572-5920)	<u>2,807,612</u>

Total Expenditures	<u>\$4,752,074</u>
--------------------	--------------------

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Chairman and Trustees this **1st** day of **August 2023**.

Chairman

ATTEST:

City Clerk