

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Ken McGee, Pastor, The Bridge Assembly of God

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **08/18/15** City Council Minutes.
- *2. Claims List for **FY'15**
- *3. Claims List for **FY'16**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval of **Resolution No. 16-005** Making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$6,701.
6. Approval of **Resolution No. 16-006** Making Changes in the General Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$100,109.
7. Approval of **Resolution No. 16-007** Making Changes in the Park Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$91,050.
8. Approval of **Resolution No. 16-008** Making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$6,040.
9. Approval of **Resolution No. 16-009** Making Changes in the Traffic Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$7,000.
10. Approval of **Resolution No. 16-010** Making Changes in the GO Bond – Baseball Complex Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$40.

11. Approval of **Resolution No. 16-011** Making Changes in the Street/ Drainage Improvement Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$80,000.
12. Approval of **Resolution No. 16-012** Making Changes in the Limited Purpose Fund Budget by Making a Supplemental Appropriation to Increase the 2015-2016 Fiscal Year Budget by \$383,410.
13. Approval to **Deny Tort Claim** by Wesley Law, Date of Incident November 7, 2014, in the Amount of \$975.00.
14. Approval of **Proclamation** declaring Saturday, October 31, 2015, as "Trick or Treat" night.
15. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Mary Jo Kappes, Court Clerk and Deputy City Clerk.
- *16. Acknowledgement of **Receipt of DEQ Permit** No. ST000009150520 for the Wastewater Treatment Plant Minor Modifications Project.

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

H. DISCUSSION ITEMS

1. **First Reading and Setting Date for Consideration of Ordinance No. 1131** of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-6, Partially Vacating an Easement Dedicated to the City of Mustang, which Easement is Located in Lot 53, Block 5 of Hunter's Glenn Phase 3, an Addition to the City of Mustang, Canadian County, Oklahoma, According to the Recorded Plat Thereof, as more Particularly Described in the Ordinance; Declaring Repealer; and Providing for Severability.
2. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 16-013**, a Resolution of the City Council of the City of Mustang, Oklahoma, Designating Wreckers to be Used when Impounding Vehicles, Creating a Wrecker Rotation System and Imposing Requirements for Providing Wrecker Services when requested by the City of Mustang.

- *3. Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project Titled Meadow Lane Sanitary Sewer Rehabilitation.

J. CITY ATTORNEY'S REPORT

- 1. Discussion, Consideration and Possible Action** of Phillips, Coventon, Quillian & Banner, PLLC v. City of Mustang, Oklahoma ex rel. Mustang Police Department and Chuck Foley, Chief of Police, Case No. CV-2015-129, District Court, Canadian County, Oklahoma; and, **Proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).**

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
AUGUST 18, 2015**

The Mustang City Council met in regular session on Tuesday, August 18, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, August 14, 2015, at 2:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Dave Bryan, Pastor, Chisholm Heights Baptist Church)

Pastor Bryan led the assembly in the Pledge and Invocation. He stated summer was especially busy this year and although it was a successful summer, was glad to see it come to a close and to see what the Fall has in store.

C. ROLL CALL

Councilmembers Present:	Riley
	Grider
	Jones
	Hagan
	Schweinberg
	Adams

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

John Karayianis, 616 E. Elder Lane, addressed the Council stating the City of Mustang was a beautiful City and he loved this City, but was wondering if the City Officials were working for the interest of the citizens or the interests of the developers stating the only departments who seem to really work for the interest of its citizens were the Police and Fire departments. He stated he lived in Castle Rock 2 and this subdivision had to pay for the common area even though the other subdivisions in Castle Rock used it too and stated he did not think it was legal for the developer to place ownership of that property on the property owners in subdivision 2. He stated just because the developer could not afford it, it was not a reason to pass it on to them. He stated he wondered if the Council and administration allowed this because the developer has money and can get it passed. He also stated the property should belong to the City.

Mayor Adams stated this had been researched thoroughly and offered for Mr. Karayianis to come to City Hall the next morning and discuss and have his questions answered. He also stated the City does not own this property.

Chris Parker, 621 S. Castle Rock Lane, addressed the Council stating he had attended two previous City Council meetings regarding lawn and drainage maintenance and was told in the last meeting that he would be contacted by someone, but wasn't and wanted to see if he could get a status update.

Councilman Grider stated the City Council would be holding a Work Session on September 8, 2015, where the City would be discussing five or six neighborhoods regarding their drainage areas. He also stated he had met with four other churches today looking at different ways for churches to get involved in their community with one of those ways being a work day where the youth groups could possibly clean out some of the neighborhood drainage areas.

Mr. Parker stated he did not think it should take four months for Code Enforcement to ticket property owners for tall grass and would like to know if the Code Enforcement records were open for public viewing.

City Manager Rooney stated Code Enforcement does ticket for tall grass, but some of the other issues he has brought up in previous meetings were separate issues.

Mayor Adams advised he could submit an Open Records request and make an appointment with the City Manager to discuss, but would recommend doing that after the September 8th Work Session.

City Attorney Miller stated this item could not be discussed any further as it was not an item listed on the City Council agenda.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **08/04/15** City Council Minutes.
- *2. Claims List for **FY'15**
- *3. Claims List for **FY'16**
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.

5. Approval to **Declare as Surplus**, an Air Respirator Fit Test Machine (Port-A-Count Model 8020A, SN: 44395) and Authorizing Disposal.
6. Approval to **Deny Tort Claim** by Todd Herman, Date of Incident May 14, 2015, in the Amount of \$1,572.00.
7. Approval of **Addendum Letter** for Additional Requested Services for Fiscal Year 2015-16 as submitted by Crawford and Associates, P.C.

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

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

NAY: None

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated the City Manager report was available on the City of Mustang website stating it does contain a Code Enforcement report which the gentleman addressing the Council earlier might have been interested in reviewing had he not left after speaking.

2. City Council

Mayor Adams recognized Miss Hinami Sasaki from Toyota-shi, Aichi-ken, Japan, who was visiting Mustang as an exchange student. Miss Sasaki presented **Mayor Adams** with items from her City and from the Mayor of Toyota-shi, and **Mayor Adams** presented Miss Sasaki with a "Declaration of the Mayor" along with a key to the City and a pin for her as well as for the Mayor of Toyota-shi.

Mayor Adams reminded everyone that Western Days was coming up and hoped to have more Council participation in the parade throwing candy.

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

Councilman Riley reminded everyone that school starts on Thursday and wished the teachers and students a safe and exciting year and asked everyone to be mindful of school zones.

Councilman Grider reported the following:

- On August 29th at Town Center, his wife, Lynley Grider, would be leading a meeting regarding the newly founded Mustang Parks Foundation and invited everyone to attend;
- As stated earlier, he had met with four other churches to discuss possible ways to serve the City of Mustang possibly by helping clean drainage ditches for those citizens unable to do so;
- Stated he had love and respect for the Police and Fire Departments, but also for the other departments and Staff who work for the City of Mustang stating all who work for the City are true servants of the City and are here because they want to serve the City and truly care for this community.

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

Councilwoman Hagan stated she had attended the OEMA meeting last Thursday, and stated she had received positive feedback from residents regarding her "no" vote at the last City Council meeting on the Ordinance regarding parking in R-E districts.

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

H. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Ordinance No. 1130, Amending the Municipal Code by: (A) Amending Chapter 118, Section 118-6(A) to Increase the Deposit Fee for Temporary Water Flow Meters; and (B) Amending Chapter 42, Section 118(A) to Increase the Deposit Fee for Temporary Water Flow Meters; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Manager Rooney stated this Ordinance addresses the difference between the amount charged for the temporary water flow meters and the actual replacement cost stating the amount charged is \$750; however, the replacement amount is \$1,081. He stated this costs the City an additional \$331 if a contractor does not return the meter or is returned damaged. He stated Staff recommends increasing the deposit to \$1,100 stating the contractor is refunded the fee, minus any water use during the last billing cycle, once the meter is returned. **Rooney** clarified the meters were utilized during construction.

Discussion was held concerning how many meters were not returned or were returned damaged with it being stated an actual number was not available; however, due to the meters being on a construction site, it was more common for the meters to be damaged or stolen.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Approve Ordinance No. 1130, Amending the Municipal Code by: (A) Amending Chapter 118, Section 118-6(A) to Increase the Deposit Fee for Temporary Water Flow Meters; and (B) Amending Chapter 42, Section 118(A) to Increase the Deposit Fee for Temporary Water Flow Meters; Declaring Repealer; Providing for Severability

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

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Hagan**, to Declare an Emergency.

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

- *2. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project labeled Meadow Lane Sanitary Sewer Rehabilitation.

City Manager Rooney stated the City went out for bid for the Meadow Lane sewer line rehabilitation project which will repair ½ mile of sewer line and rehabilitate the existing manholes located along Meadow Lane. He stated bids were opened August 13, 2015, with six bids received, and Staff recommends accepting all bids.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Accept All Bids for Project labeled Meadow Lane Sanitary Sewer Rehabilitation.

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

- *3. **Discussion, Consideration and Possible Action** regarding Award of Bid for Project labeled Meadow Lane Sanitary Sewer Rehabilitation.

City Manager Rooney stated a letter was included in the agenda packet from Cowan Engineering recommending the low bidder, Krapff Reynolds Construction, be awarded the bid for Project labeled Meadow Lane Sanitary Sewer Rehabilitation in the amount of \$82,380. He stated this project was budgeted in the FY2016 budget and came in well below the engineer's estimated amount of approximately \$150,000.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Grider**, to Award the Bid for Project labeled Meadow Lane Sanitary Sewer Rehabilitation to Krapff Reynolds Construction in the amount of \$82,380.

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

NAY: None

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** to Conduct Evaluation of the Performance of the City Manager of the City of Mustang, and to consider the Renewal of the City Manager's Employment Contract, including Negotiation of Terms and Conditions of Employment and Term of Contract; and Proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(1);

MOTION was made by **Councilman Riley**, seconded by **Councilman Schweinberg** to adjourn to executive session.

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

NAY: None

TIME ADJOURNED to Executive Session: **7:35 p.m.**

Mayor Adams called the meeting back in session at **8:19 p.m.**

In reference to Item J-1 –

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Grider** to Renew the Contract of the City Manager as discussed in Executive Session and Authorize the Mayor to Execute the Contract on behalf of the City Manager.

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

NAY: None

K. ADJOURNMENT

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

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

NAY: None

The meeting was adjourned at **8:19 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
15-1270	01-E1106	EST ENGINEERING	PLAN REVIEW FEES	6/2015	34086	371.25
DEPARTMENT TOTAL:						371.25
DEPARTMENT: 11 CITY MANAGER						
15-0333	01-M0180	MUSTANG CHAMBER OF COMMER	BUSINESS LUNCHEON MEETING	6/2015	11206	12.00
DEPARTMENT TOTAL:						12.00
DEPARTMENT: 15 GENERAL GOVERNMENT						
15-0313	01-D0088	DEPT OF CORRECTIONS	INMATE LABOR	6/2015	unc2015-mus-3194	98.77
15-2111	01-S1002	STERLING J. BEECROFT, LLC	REPLACE BALLASTS	6/2015	3963	144.00
DEPARTMENT TOTAL:						242.77
DEPARTMENT: 51 FIRE						
15-2132	01-C0065	CASCO INDUSTRIES, INC.	FD CHAPLAIN BADGE	6/2015	201508251685	81.00
DEPARTMENT TOTAL:						81.00
FUND TOTAL:						707.02

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
16-0472	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERVI	8/2015	201508251693	2,094.22
16-0482	01-C0245	CRAWFORD & ASSOCIATES, PC	ANNUAL SINKING FUND SCHED	8/2015	9235	468.75
16-0003	01-H0045	STEVEN HUDDLESTON	COURT APPEARANCES	9/2015	201508251680	1,600.00
16-0438	01-J0040	JGVE, INC.	ENGINEERING FEES	8/2015	15080507	687.50
16-0016	01-W0001	WHEATLEY, SEGLER, OSBY & MIMONTHLY	RETAINER FEES	8/2015	201508261709	2,284.75
DEPARTMENT TOTAL:						7,135.22
DEPARTMENT: 11 CITY MANAGER						
16-0521	01-D1082	DELTA DENTAL	RETIREE INSURANCE	8/2015	201508271715	300.58
16-0515	01-H0151	JOHN HAYDEN	MILEAGE REIMBURSEMENT	8/2015	201508261713	247.25
16-0256	01-I0104	INVESTIGATIVE CONCEPTS, INC	BACKGROUND EMPLOY. CHECK	8/2015	201508261708	70.50
16-0035	01-M0001	MUSTANG NEWS CORPORATION	LEGAL PUBLICATIONS	8/2015	ORD 1129	69.30
16-0036	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	8/2015	MT95273	107.10
16-0411	01-O0271	THE OKLAHOMA PUBLISHING	COMAD FOR LIBRARY POSITION	8/2015	1774167150809	319.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	100.00
16-0514	01-S0303	MORGAN SHEPARD	MOVING EXPENSES	8/2015	201508261714	460.39
16-0520	01-U0220	USAVISION GROUP ACCOUNTS	RETIREE INSURANCE	8/2015	201508271716	39.00
16-0255	01-V0106	VALIR OUTPATIENT CLINIC	MANPRE-EMPLOYMENT DRUG SCREE	8/2015	473301	25.00
16-0391	01-W0108	WORKERS ASSISTANCE PROGRAM	MO. EMPLOYEE ASSISTANCE P	8/2015	54155	400.50
DEPARTMENT TOTAL:						2,138.62
DEPARTMENT: 12 LIBRARY						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	17.00
DEPARTMENT TOTAL:						17.00
DEPARTMENT: 13 PARKS AND RECREATION						
16-0323	01-B1019	BEN E KEITH FOOD SERVICE	ASP SNACKS / CUPS	8/2015	62829425A	61.85
16-0061	01-C0189	TODD D. ABRELL	FITNESS EQUIPMENT MAINTEN	8/2015	6650	250.00
16-0075	01-C0189	TODD D. ABRELL	REPAIRS TO WEIGHT ROOM EQ	8/2015	6640	1,847.28
16-0448	01-C0233	C&A ENTERPRISES	STAFF SHIRTS	8/2015	1172	484.50
16-0476	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2015	201508251697	39.28
16-0292	01-O0150	OK REC & PARK SOCIETY	ORPS MEMBERSHIP	8/2015	94273	135.00
16-0170	01-P0103	TERESA PENDELL	TABLE CLOTHS FOR EVENT	8/2015	29156	36.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	225.00
16-0407	01-S0004	S&S WORLDWIDE, INC	CRAFT SUPPLIES	8/2015	8725815	181.19
16-0444	01-S0236	SWANK MOTION PICTURE	MOVIE LICENSE FOR EVENT	8/2015	2082164	26.00
16-0202	01-S0328	SPRINT SOLUTIONS, INC	ASP/CAMP CELL PHONES	8/2015	597274785-088	155.66
DEPARTMENT TOTAL:						3,441.76

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
16-0315	01-C0278	COX COMMUNICATIONS	TELEPHONE/INTERNET	8/2015	201508251687	6,259.94
16-0371	01-C5250	COMTECH DESIGN, PRINT &	#10 WINDOW ENVELOPES	8/2015	125374	438.54
16-0018	01-D0088	DEPT OF CORRECTIONS	INMATE LABOR	8/2015	UNC2016-MUS-4007	32.12
16-0010	01-I0015	INCODE	WEBSITE FEES, U.B., COURT	8/2015	025-132946	250.00
16-0004	01-K0127	KG HOLDINGS	INCENTIVE PAY	9/2015	201508251678	4,833.33
16-0470	01-O0010	OKLAHOMA NATURAL GAS	GAS USAGE	8/2015	201508251702	82.64
16-0028	01-P1051	PITNEY BOWES	BULK POSTAGE	8/2015	201508251704	4,772.79
16-0454	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	8/2015	345033450	509.14
DEPARTMENT TOTAL:						17,178.50
DEPARTMENT: 18 TOWN CENTER						
16-0285	01-B0205	BETTER BUILT FENCE CO.	NEW GATE AT DOG PARK	8/2015	1	82.50
16-0440	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS TRANSPORTATION CHG	8/2015	201508251688	71.49
16-0068	01-L0052	LOCKE SUPPLY COMPANY	LIGHT BULBS & BALLASTS	8/2015	26531791-00	19.13
16-0469	01-O0010	OKLAHOMA NATURAL GAS	GAS USAGE	8/2015	201508251700	116.93
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	42.00
16-0282	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS @ AQUATICS/T.C.	8/2015	3991	90.00
16-0402	01-S1002	STERLING J. BEECROFT, LLC	REPLACE BOLLARD LIGHTS	8/2015	2641	8,648.00
16-0067	01-S1165	INTERLINE BRANDS, INC	SUPPLIES	8/2015	344299441	369.20
16-0276	01-S1165	INTERLINE BRANDS, INC	LIGHTS, TRASH BAGS, SUPPL	8/2015	344431002	350.61
DEPARTMENT TOTAL:						9,789.86
DEPARTMENT: 19 BALL COMPLEX						
16-0413	01-B0160	SPORT SUPPLY GROUP INC	SUPPLIES FOR BALLFIELDS	8/2015	97109844	322.06
16-0074	01-B1019	BEN E KEITH FOOD SERVICE	FOOD FOR CONCESSIONS	8/2015	62823128	304.29
16-0325	01-B1019	BEN E KEITH FOOD SERVICE	FOOD FOR CONCESSIONS	8/2015	62829425	1,373.24
16-0447	01-C0210	COUNTRY EQUIPMENT & USED	TRREPAIR TO TRACTOR	8/2015	418479	105.00
16-0461	01-C1010	COUNTRY EQUIPMENT	RENTAL OF SOD CUTTER	8/2015	39167	60.00
16-0073	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSIONS	8/2015	6347615	1,217.72
16-0286	01-M1000	MAZZIO'S PIZZA	PIZZA FOR CONCESSIONS	8/2015	235788	159.50
16-0488	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2015	201508251698	107.36
16-0395	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSIONS	8/2015	45427702	2,717.36
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	83.00
16-0468	01-W0098	WORTH INC.	BATS FOR RESALE	8/2015	83241029	399.88
DEPARTMENT TOTAL:						6,849.41

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	33.00
DEPARTMENT TOTAL:						33.00
DEPARTMENT: 21 FINANCE						
16-0371	01-C5250	COMTECH DESIGN, PRINT &	#10 WINDOW ENVELOPES	8/2015	125374	1,089.01
16-0430	01-D0032	COMMUNICATIONS LEASING	CORPLITHIUM BATTERY/HANDHELD	8/2015	1067	84.00
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	83.00
DEPARTMENT TOTAL:						1,256.01
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
16-0123	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	8/2015	R422368	39.00
16-0456	01-C3220	COUNTRY LAWN CARE LLC	MOWING & ABATEMENTS	8/2015	1130	150.00
16-0343	01-C5250	COMTECH DESIGN, PRINT &	BUSINESS CARDS	8/2015	125330	55.29
16-0348	01-L0070	LUTHER SIGN CO, INC.	STREET SIGNS FOR PRAIRIE	8/2015	10397	2,478.54
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	125.00
DEPARTMENT TOTAL:						2,847.83
DEPARTMENT: 41 POLICE						
16-0440	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS TRANSPORTATION CHG	8/2015	201508251688	329.37
16-0103	01-F0078	FIRST CHOICE COFFEE	COFFEE SERVICES	8/2015	117974	80.60
16-0381	01-N0137	NORTHERN SAFETY, CO	RESPIRATOR FACEPIECE STOR	8/2015	901571388	360.70
16-0469	01-O0010	OKLAHOMA NATURAL GAS	GAS USAGE	8/2015	201508251700	165.86
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	1,163.00
16-0093	01-S0206	STOLZ TELECOM, LLC	VEHICLE REPAIRS	8/2015	1242	225.83
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	8/2015	201508251705	172.62
DEPARTMENT TOTAL:						2,497.98
DEPARTMENT: 42 ANIMAL CONTROL						
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	4.00
16-0184	01-W0020	WALMART COMMUNITY BRC	SUPPLIES, MAINTENANCE, EQ	8/2015	201508251705	53.91
DEPARTMENT TOTAL:						57.91

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
16-0263	01-C0065	CASCO INDUSTRIES, INC.	FIRE BADGES, BRASS	8/2015	159254	262.00
16-0137	01-C1118	GLOBAL BUSINESS, INC.	CLEANING OF CLASS UNIFORM	8/2015	144535	12.80
16-0271	01-D0048	JEFFREY W. DAVENPORT	PISTON INTAKE VALVES	8/2015	201508251695	4,695.00
16-0459	01-L0052	LOCKE SUPPLY COMPANY	LAMP BALLAST	8/2015	26539447-00	173.34
16-0142	01-N0137	NORTHERN SAFETY, CO	REPAIR SCBA'S	8/2015	100891165	206.00
16-0470	01-O0010	OKLAHOMA NATURAL GAS	GAS USAGE	8/2015	201508251702	103.46
16-0377	01-O0025	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINT & REPAIR	8/2015	0309-470619	84.69
16-0443	01-P0161	PHYSIO CONTROL	SERVICE AGREEMENT	8/2015	416024457	1,841.16
16-0466	01-P0161	PHYSIO CONTROL	AED BATTERY BACKUP	8/2015	416025288	674.73
16-0399	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251683	1,250.00
16-0143	01-W0020	WALMART COMMUNITY BRC	MISC. CHARGES	8/2015	201508251706	71.47
DEPARTMENT TOTAL:						9,374.65
DEPARTMENT: 61 STREETS						
16-0488	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2015	201508251698	25.67
DEPARTMENT TOTAL:						25.67
FUND TOTAL:						62,643.42

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-0451	01-C0237	CHAD CROSS	FRAMING CONCESSION	8/2015	201508251686	440.00
16-0497	01-S1002	STERLING J. BEECROFT, LLC	REPAIRS @ FOOTBALL COMPLE	8/2015	3170	9,052.00
DEPARTMENT TOTAL:						9,492.00
FUND TOTAL:						9,492.00

FUND: 06 - ENFORCE OF ALCOHOL LAWS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 ENFORCE OF ALCOHOL LAWS						
16-0183	01-S0093	SMART TECHNOLOGIES INC	ITB REMOVABLE DISK CARTRI	8/2015	716503	926.15
DEPARTMENT TOTAL:						926.15
FUND TOTAL:						926.15

8/27/2015 10:15 AM

PURCHASE ORDER CLAIM REGISTER

PAGE: 7

FUND: 12 - 2012 GO BOND-TOWN CENTER

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		ADMINISTRATION				
16-0288	01-B0242	BENTLEY FLOORING	REPLACEMENT CARPET SQUARE	8/2015	1-14128	1,065.00
DEPARTMENT TOTAL:						1,065.00
FUND TOTAL:						1,065.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
16-0110	01-S0085	SILVER STAR CONSTRUCTION	COROADWAY & PARKING LOTS	8/2015	23365	39,853.48
DEPARTMENT TOTAL:						39,853.48
DEPARTMENT: 51 FIRE						
16-0146	01-S0093	SMART TECHNOLOGIES INC	DESK TOP COMPUTERS	8/2015	716572	400.94
DEPARTMENT TOTAL:						400.94
FUND TOTAL:						40,254.42

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
16-0517	01-K0014	KENT C HENSLEY MD	WORKERS COMP CLAIM	8/2015	201508261711	450.00
16-0513	01-M0287	MCMC, LLC	WORKERS COMP CLAIM	8/2015	201508261710	16.07
16-0516	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	8/2015	201508261712	259.86
DEPARTMENT TOTAL:						725.93
FUND TOTAL:						725.93

AUGUST 2015**VISA**

511	CITY MANAGER	\$ 1,500.00
512	LIBRARY	\$ 3,500.00
513	PARKS & RECREATION	\$ 4,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 5,000.00
521	FINANCE	\$ 100.00
531	COMM. DEV.	\$ 100.00
541	POLICE	\$ 30.00
551	FIRE	\$ 1,900.00
	TOTAL	\$ 19,130.00

August 2015 PAYROLL

<u>DEPT</u>		
511	CITY MANAGER	\$ 26,716.57
512	LIBRARY	\$ 28,661.39
513	PARKS & RECREATION	\$ 66,274.86
518	TOWN CENTER	\$ 5,150.22
519	BALL COMPLEX	\$ 12,770.29
520	AQUATICS	\$ 39,358.57
521	FINANCE	\$ 36,151.33
531	COMMUNITY DEVELOPMENT	\$ 32,401.39
541	POLICE	\$ 175,434.92
542	ANIMAL CONTROL	\$ 4,175.59
543	OHSO GRANT	\$ 3,561.73
551	FIRE	\$ 119,245.25
TOTAL		\$ 549,902.11

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

- 1. ITEM NO.** F-4
- 2. DATE** September 1, 2015
- 3. TITLE:** Approval to turn past due utility accounts over to the collection agency.
- 4. COUNCIL ACTION:** Approve or Deny
- 5. INITIATOR:** Janet Watts, Finance Director,
- 6. BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is \$2,985.67 excluding collection agency fees.
- 7. STAFF SOURCE:** Janet Watts
- 8. FINANCIAL IMPACT:** Bad debt write-off of \$2,985.67
- 9. STAFF COMMENTS:** Recommends turning accounts over to collections.
- 10. CITY ATTORNEY'S COMMENTS:**
- 11. RESOLUTION/ORDINANCE NO.** N/A

09/01/2015

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE	AGENCY FEE	TOTAL FEE
09-0126-11 START DATE: 9-22-14 FINAL DATE: 7-14-15	ANDERSON, DALE	616 S HIGHLAND DR MUSTANG, OK 73064	616 S HIGHLAND DR MUSTANG, OK 73064	\$ 344.63	\$ 120.62	\$ 465.25		
13-0502-03 START DATE: 10-18-13 FINAL DATE: 6-23-15	ADRIAN, LYNDIA	421 W PINES WAY MUSTANG, OK 73064	9516 SW 32ND ST OKC, OK 73179	\$ 13.29	\$ 4.65	\$ 17.94		
19-0100-00 START DATE: 5-13-96 FINAL DATE: 6-30-15	BYRNE, CHRIS	2247 E SH 152 MUSTANG, OK 73064	2247 E SH 152 MUSTANG, OK 73064	\$ 212.15	\$ 74.25	\$ 286.40		
15-0084-12 START DATE: 8-20-14 FINAL DATE: 6-19-15	CHERRY, GREGG & SHELBY	714 S MEADOW LN MUSTANG, OK 73064	714 S MEADOW LN MUSTANG, OK 73064	\$ 174.84	\$ 61.19	\$ 236.03		
13-0506-06 START DATE: 3-21-14 FINAL DATE: 7-15-15	FALCON, JESSICA & RUBEN	426 W PINES WAY MUSTANG, OK 73064	5204 HALL AMARILLO, TX 79109	\$ 122.23	\$ 42.78	\$ 165.01		
05-0259-01 START DATE: 8-2-10 FINAL DATE: 6-19-15	GIBSON, SHELLI	1141 W WESTCHESTER WAY MUSTANG, OK 73064	303 PARKER PLACE NICHOLASVILLE, KY 40356	\$ 79.33	\$ 27.77	\$ 107.10		
05-0198-14 START DATE: 2-10-14 FINAL DATE: 7-15-15	GILLAND, DONNA	1202 W WESTCHESTER WAY MUSTANG, OK 73064	10801 WEST HWY 66, APT 322 YUKON, OK 73099	\$ 27.98	\$ 9.79	\$ 37.77		
17-0030-02 START DATE: 7-2-13 FINAL DATE: 7-1-15	GOODIN, ROWDY	512 S BROOKVIEW LN MUSTANG, OK 73064	512 S BROOKVIEW LN MUSTANG, OK 73064	\$ 94.51	\$ 33.08	\$ 127.59		
08-0057-09 START DATE: 9-5-14 FINAL DATE: 6-18-15	JOHNSON, DEBRA	622 W JUNIPER DR MUSTANG, OK 73064	200 W CZECH HALL PLACE YUKON, OK 73099	\$ 214.32	\$ 75.01	\$ 289.33		
13-0267-13 START DATE: 6-30-14 FINAL DATE: 7-1-15	LEE, ALBERT & PAMELA	305 W CHANTILLY WAY MUSTANG, OK 73064	PO BOX 2253 OKC, OK 73101	\$ 74.43	\$ 26.05	\$ 100.48		
15-0083-15 START DATE: 7-26-13 FINAL DATE: 7-2-15	MCKINNEY, TAMARA	710 S MEADOW LN MUSTANG, OK 73064	1009 MONTREAL DR YUKON, OK 73099	\$ 16.89	\$ 5.91	\$ 22.80		
22-0687-06 START DATE: 5-10-13 FINAL DATE: 7-9-15	MILLS, NICHOLE	321 E MOBILE TERR MUSTANG, OK 73064	3817 BLUE DASHER DR KISSIMME, FL 34744	\$ 142.73	\$ 49.96	\$ 192.69		
22-0570-07 START DATE: 5-21-08 FINAL DATE: 7-1-15	PARTAKA, KERRI	309 E RICHMOND TERR MUSTANG, OK 73064	928 JUSTIN DRIVE YUKON, OK 73099	\$ 148.00	\$ 51.80	\$ 199.80		
09-0058-03 START DATE: 6-29-07 FINAL DATE: 7-1-15	ROBERSON, DELANA	647 E PERRY DR MUSTANG, OK 73064	647 W PERRY DR MUSTANG, OK 73064	\$ 261.49	\$ 91.52	\$ 353.01		
06-0100-17 START DATE: 6-30-08 FINAL DATE: 7-7-15	RYAN, PATRICK	1114 W KYLE WAY MUSTANG, OK 73064	1114 W KYLE WAY MUSTANG, OK 73064	\$ 150.30	\$ 52.61	\$ 202.91		
12-0026-10 START DATE: 1-30-15 FINAL DATE: 7-14-15	SPEARS, TAYLOR	322 W SH 152 MUSTANG, OK 73064	322 W SH 152 MUSTANG, OK 73064	\$ 228.03	\$ 79.81	\$ 307.84		
06-0081-17 START DATE: 11-18-13 FINAL DATE: 7-21-15	TIPTON, MALIA	1017 W KYLE WAY MUSTANG, OK 73064	5004 S HIGH AVE OKC, OK 73129	\$ 134.28	\$ 47.00	\$ 181.28		
06-0390-04 START DATE: 11-29-12 FINAL DATE: 7-6-15	WILBURJR, NORMAN	907 W GRIGGS WAY MUSTANG, OK 73064	907 W GRIGGS WAY MUSTANG, OK 73064	\$ 204.52	\$ 71.58	\$ 276.10		
17-0027-04 START DATE: 9-7-12 FINAL DATE: 6-30-15	WILES, JAMIE	312 E FOREST LN MUSTANG, OK 73064	312 E FOREST LN MUSTANG, OK 73064	\$ 250.11	\$ 87.54	\$ 337.65		
06-0169-03 START DATE: 1-26-07 FINAL DATE: 7-13-15	WILSON, MICHAEL	722 N LUDY WAY MUSTANG, OK 73064	35030 NEWCASTLE HILLS LANE BLANCHARD, OK 73010	\$ 41.74	\$ 14.61	\$ 56.35		
08-0022-04 START DATE: 7-1-09 FINAL DATE: 7-14-15	WORTHINGTON, KATHLEEN	518 W LINDEN DR MUSTANG, OK 73064	629 WESTRIDGE CT YUKON, OK 73099	\$ 49.87	\$ 17.45	\$ 67.32		

ACCOUNTS: 21

TOTALS: \$ 2,985.67 \$ 919.71 \$ 3,547.46 \$ 919.71 \$ 3,547.46

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-5

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-005 for a Budget Supplemental in the Library Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department received \$6,701 from the Oklahoma Department of Libraries - Network Assessment Grant for fiscal year 2016. The monies will be used to purchase four wireless access points and a new summit extreme switch.

A supplemental appropriation to increase the Library Fund in the amount of \$6,701 to be appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Desiree Webber, Library Director

10. ORDINANCE /RESOLUTION NO. 16-005

RESOLUTION NO. 16-005

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$6,701.

WHEREAS, The Library Department received \$6,701 from the Oklahoma Department of Libraries - Network Assessment Grant for fiscal year 2016. The monies will be used to purchase four wireless access points and a new summit extreme switch;

WHEREAS, the Council desires to appropriate funds;

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

SUPPLEMENTAL APPROPRIATION

Revenues:	
Library Grants (07-45111)	\$6,701
Expenditures:	
Miscellaneous (07-507-5610)	<u>\$6,701</u>
Total	<u>\$6,701</u>

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-6

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-006 for a Budget Supplemental in the General Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the General Fund in the amount of \$100,109 to be re-appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-006

RESOLUTION NO. 16-006

A RESOLUTION TO MAKE CHANGES IN THE GENERAL FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$100,109.

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:

ODEM Storm Shelter Grant (01-45110)	\$ 27,365
OSHO Police Grant (01-45112)	9,162
2014 Vest Police Grant (01-45111)	2,556
Restricted Carryover (01-45199)	<u>61,026</u>
Total:	<u>\$100,109</u>

Expenditures:

ODEM Storm Shelter Rebate (01-515-5375)	14,537
ODEM Storm Shelter Admin (01-531-5103)	12,828
OSHO Overtime (01-543-5102)	8,510
OSHO FICA/Medicare (01-543-5108)	652
2014 Vest Grant Uniform (01-541-5611)	2,556

Adult Program - Walk with Ease Grant (01-513-5301)	1,828
Special Events - Donations (01-513-5302)	3,973
Education & Training (01-513-5310)	77
Concession Supplies - Pepsi Donation (01-519-5616)	7,500
Field Maintenance Supplies (01-519-5663)	2,532
Uniforms (01-520-5611)	245
Concession Supplies (01-520-5616)	45
Court Transfer (01-521-5101)	17,300
Community Relations - Shop with Cop (01-541-5339)	4,350
Services/Machinery (01-541-5371)	3,380
Uniforms (01-541-5611)	300
Vehicle Repair & Maintenance (01-541-5621)	600
911 Communications (01-541-5622)	2,390
State/Local Jail Fund (01-541-5624)	1,649
Ammunition/Range (01-541-5626)	1,500
Building Maintenance (01-541-5664)	1,115
Community Relations - Animal Control (01-542-5339)	2,142
Personal Protective Equipment (01-551-5615)	1,100
Vehicle Repair & Maintenance (01-551-5621)	9,000
Total	<u>\$100,109</u>

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-007 for a Budget Supplemental in the Park Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the Park Fund in the amount of \$91,050 to be re-appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-007

RESOLUTION NO. 16-007

A RESOLUTION TO MAKE CHANGES IN THE PARK FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$91,050.

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)

\$ 91,050

Total:

\$ 91,050

Expenditures:

Park Improvements (05-500-5610)

\$ 91,050

Total:

\$ 91,050

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-8

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-008 for a Budget Supplemental in the Library Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the Library Fund in the amount of \$6,040 to be re-appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-008

RESOLUTION NO. 16-008

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$6,040.

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:

Restricted Carryover - ODL Grant (07-45199)	<u>\$ 6,040</u>
Total:	<u>\$ 6,040</u>

Expenditures:

State Aid Grant (07-507-5630)	<u>\$ 6,040</u>
Total:	<u>\$ 6,040</u>

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-9
2. **MEETING DATE:** September 1, 2015
3. **TITLE:**
Discussion, Consideration and Possible Action to Approve Resolution No. 16-009 for a Budget Supplemental in the Traffic Fund for the Fiscal Year 2015-2016.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**
The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the Traffic Fund in the amount of \$7,000 to be re-appropriated in fiscal year 2016.
7. **FINANCIAL IMPACT:**
8. **STAFF COMMENTS:**
9. **STAFF SOURCE:** Janet Watts, Finance Director
10. **ORDINANCE /RESOLUTION NO. 16-009**

RESOLUTION NO. 16-009

A RESOLUTION TO MAKE CHANGES IN THE TRAFFIC FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$7,000.

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:

Restricted Carryover (08-45199)

\$ 7,000

Total:

\$ 7,000

Expenditures:

Fund Balance (08-541-5555)

\$ 7,000

Total:

\$ 7,000

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-10

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-010 for a Budget Supplemental in the GO Bonds - Baseball Complex Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the GO Bonds - Baseball Complex Fund in the amount of \$40 to be re-appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-010

RESOLUTION NO. 16-010

A RESOLUTION TO MAKE CHANGES IN THE GO BOND - BASEBALL COMPLEX FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$40.

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:

Restricted Carryover - Remaining Funds (09-45199)	<u>\$ 40</u>
Total:	<u>\$ 40</u>

Expenditures:

Capital Bond Projects (09-515-5971)	<u>\$ 40</u>
Total:	<u>\$ 40</u>

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-11

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-011 for a Budget Supplemental in the Street/Drainage Improvement Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the Street/Drainage Improvement Fund in the amount of \$80,000 to be re-appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-011

RESOLUTION NO. 16-011

A RESOLUTION TO MAKE CHANGES IN THE STREET/DRAINAGE IMPROVEMENT FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$80,000.

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 (14-45199)	<u>\$ 80,000</u>
Total:	<u>\$ 80,000</u>

Expenditures:

Increase to Fund Balance (14-514-5555)	\$ 70,000
Sidewalk Construction (14-514-5626)	<u>10,000</u>
Total:	<u>\$ 80,000</u>

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 **September 2015**.

Mayor

ATTEST:

City Clerk

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. E-12

2. MEETING DATE: September 1, 2015

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 16-012 for a Budget Supplemental in the Limited Purpose Fund for the Fiscal Year 2015-2016.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The City desires to lapse all unexpended encumbered appropriations at fiscal 2015 year-end; and re-approve the outstanding commitments in the immediately following fiscal year 2016.

A supplemental appropriation for approval in the amount of the new purchase orders and re-approved contract commitments will be carried forward from the prior year and honored in the immediate fiscal year 2016.

A supplemental appropriation to increase the Limited Purpose Fund in the amount of \$383,410 to be re-appropriated in fiscal year 2016.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. 16-012

RESOLUTION NO. 16-012

A RESOLUTION TO MAKE CHANGES IN THE LIMITED PURPOSE FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2015-2016 FISCAL YEAR BUDGET BY \$383,410.

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:

Restricted Carryover (39-45199)	<u>\$383,410</u>
Total:	<u>\$383,410</u>

Expenditures:

Additional Parking @ Town Center (39-518-5971)	\$115,000
Parking & Roadway - Soccer (39-519-5971)	210,000
Parking Lot - Old City Park (39-520-5971)	22,000
Computer to Host Channel 20 (39-531-5971)	1,600
Westside Lift Station #3 (39-575-5921)	<u>34,810</u>
Total:	<u>\$383,410</u>

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 **September 2015**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-13
2. MEETING DATE: September 1, 2015
3. TITLE: Approval to deny Tort Claim by Wesley Law, date of incident November 7, 2014, in the amount of \$975.00.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND:

Claimant, Wesley Law, submitted this tort claim May 29, 2015, for damage to their hot water tank when the water meter gauge was replaced. They stated the City changed out the water meter gauge at their home (as well as their neighbor's home) stating they have a GEO Thermal System and that air got trapped in the water lines causing the inner metal tank to split open and leak out water. He stated they were home and able to turn off the water preventing further damage to the home, but the hot water tank had to be replaced. He stated the neighbor's tank burst as well. Claim was submitted to the Oklahoma Municipal Assurance Group (OMAG) who investigated the claim and recommended it be denied, stating they found no liability on the City's part regarding this incident. The claimant will have 180 days after notification of denial to file any lawsuit.
7. FINANCIAL IMPACT:
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE NO.



Oklahoma Municipal Assurance Group

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

August 13, 2015

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

RE: Member : City of Mustang
Claimant : Wesley Law
Date of Loss : 11/7/2014
Claim No. : 200510-KW

Dear Ms. Martin:

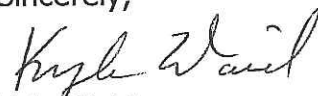
We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Mustang that this claim be denied. We find no liability on the City's part regarding this incident.

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

Thus to begin the 180-day statute of limitations prior to 8/27/15, you must deny this claim in writing before 8/27/15. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

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

Sincerely,


Kyle Waid
Claims Examiner



Oklahoma Municipal Assurance Group

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

August 13, 2015

Wesley Law
324 E. Richard Terrace
Mustang, OK 73064

RE: Member : City of Mustang
 Claimant : Wesley Law
 Date of Loss : 11/7/2014
 Claim No. : 200510-KW

Dear Mr. Law:

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

Sincerely,

Kyle Waid
Claims Examiner

cc: City of Mustang

NOTICE OF TORT CLAIM**OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN****A. CLAIMANT REPORT**

To the

City of Mustang

Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

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

CLAIMANT(S) WESLEY LAW

CLAIMANT(S) SOCIAL SECURITY NO. _____

ADDRESS 324 E. RICHMOND TERRACE

CLAIMANT(S) DATE OF BIRTH _____

MUSTANG, OK. 73064PHONE: HOME

Continue on another sheet if needed for any information requested)

1. DATE AND TIME OF INCIDENT 11-7-14 (11:00) a.m. () p.m.
2. LOCATION OF INCIDENT 324 EAST RICHMOND TERRACE - MUSTANG, OK. 73064
3. DESCRIBE INCIDENT SEE ATTACHED NOTES

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**BODILY INJURY:** WAS CLAIMANT INJURED? YES ___ NO ___ If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO ___ If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

TOTAL BODILY INJURY.....\$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME _____ BODY TYPE _____ YEAR _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS HOME HOT WATER TANK WAS SPLIT AND LEAKING OUT WATER.PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 975.⁰⁰LIST OTHER DAMAGES CLAIMED \$ NONETOTAL PROPERTY.....\$ 975.⁰⁰5. NAME OF YOUR INSURANCE CO. FARM BUREAU

POLICY NO. _____

AMOUNT CLAIMED \$ 0 - UNDER MY DEDUCTIBLE
AMOUNT \$ 1,000.00AMOUNT RECEIVED \$ 0

6. The names of any witnesses known to you.

HOMEKEN BRYAN332 E. RICHMOND TERR.

Name

Address

Phone Number

TONY WASSON320 E. RICHMOND TERR.

Name

Address

Phone Number

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

TOTAL CLAIM.....\$ 975.⁰⁰Wesley Law

SIGNATURE(S)

05-29-15
DATE

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

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

This Notice of Tort Claim was received by Lisa Martin
(Title) City Clerk, on 05-29, 20 15

For further information on this claim contact Lisa Martin
(Title) City Clerk, by telephone at (405) 376-7700

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

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

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.			
2.			
3.			
4.			

Submitted by: Lisa Martin Date 6-1, 20 15

Title: City Clerk

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

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

ON Friday Nov. 7, 2014 AROUND 11.⁰⁰ A.M. CITY WATER CREW changed out my WATER METER GAUGE AT 324 E. Richmond TERR. AND THE WATER METER FOR 328 E. Richmond TERR. my NEXT DOOR Neighbor (Higgins). BOTH me AND my WIFE ARE RETIRED AND WE WERE HOME WHEN they SHOWED UP AND changed out the meters FOR BOTH Houses, they said they RANG our DOOR BELL OR KNOCKED ON DOOR BUT WE Did NOT HERE them BUT my wife Did SEE them out in FRONT YARD BY WATER METER Doing Something, AFTER they LEFT I WENT TO TAKE A LOOK AND NOTICED BOTH METERS HAD BEEN changed out WITH NEW ONES AND I NOTICED the SMALL ARROW DIAL ON my NEW METER WAS TURNING LIKE the WATER TO THE HOUSE WAS BEING USED OR WAS TURNED ON SOMEWHERE, while I WAS OUT AT THE METER my WIFE TURNED ON ONE OF THE FAUCETS IN THE HOUSE AND IT MADE A VERY LOUD SHOT GUN NOISE AND THE WATER coming out WAS RED AND muddy Looking, then WE opened up ALL our OTHER FAUCETS TO GET out the RED DIRTY WATER AND RELEASE ANY more AIR THAT HAD GOTTEN INTO our WATER LINES. I WENT TO THE HOT WATER TANK WHICH is Located UP-STAIRS ALONG WITH the HEATING/COOLING HVAC UNIT, this is a CLIMATE MASTER GEO THERMAL SYSTEM WHICH WORKS IN CONJUNCTION WITH the HOT WATER TANK TO CAPTURE Some OF the EARTH'S HEAT AND STORE it in HOT WATER TANK FOR LATTER USE, THE AIR THAT got TRAPPED IN THE WATER LINES HAD CAUSED the INNER METAL TANK TO SPLIT OPEN AND WATER WAS coming out OF TANK AROUND THE TOP AND RUNNING DOWN INTO CATCH TRAY UNDER TANK THEN DRAINING INTO THE HOUSE SEWER CONNECTION, THAT'S WHY THE ARROW DIAL ON

THE NEW METER WAS TURNING WHEN I WENT TO CHECK THINGS OUT, THE HOT WATER TANK WAS SPLIT OPEN AND LEAKING OUT WATER NOW RUINED.

I'm GLAD WE WERE HOME WHEN THIS OCCURRED BECAUSE WE WERE ABLE TO SHUT OFF ALL WATER TO HOUSE AND ONLY LOST THE HOT WATER TANK AND WE WERE ~~INCONVENIENCED~~ ^{INCONVENIENCED} WITHOUT WATER UNTIL SATURDAY WHEN WE GOT A PLUMBER TO INSTALL ANOTHER TANK, HOWEVER IT WAS A DIFFERENT STORY FOR HIGGINS HOUSE AT 328 THEY WERE BOTH GONE WHEN WATER METERS WERE REPLACED AT LUNCH TIME AND NOBODY CAME HOME UNTIL LATTER ON TO SEVERAL INCHES OF WATER INSIDE THEIR HOUSE. THE SHEETROCK CEILINGS BELOW THEIR HOT WATER TANK ALSO GEO THERMAL AND ALSO UP-STAIRS ALL FELL DOWN INTO THE HOUSE, CARPETS WATER LOGGED AND SOME KITCHEN CABINETS DAMAGED, THEY ALSO GOT AIR IN THEIR WATER LINES WHICH CAUSED A WATER PRESSURE VALVE TO MALFUNCTION ON THEIR HOT WATER TANK WHICH SPRAYED OUT UNKNOWINGLY FOR QUITE A WHILE, THEY HAD THOUSANDS OF DOLLARS OF DAMAGE WHICH WAS TURNED IN TO THEIR HOME INSURANCE AFTER THEY PAID OUT THE \$1,000.⁰⁰ DEDUCTIBLE AND MY HOME INSURANCE DEDUCTIBLE WAS ALSO \$1,000.⁰⁰ BUT I WAS HOME AND TOOK ACTION TO LIMIT MY DAMAGE BY SHUTTING OFF THE WATER SUPPLY SO WE ONLY LOST OUR HOT WATER TANK WHICH COST UNDER \$1,000.⁰⁰ OF OUR DEDUCTIBLE SO IT CAME OUT OF OUR RETIREMENT BUDGET FUNDS.

IN THE FUTURE CITY WORKERS SHOULD MAKE SURE THAT HOME OWNERS KNOW THEY ARE CHANGING SOMETHING OUT AND THAT SOMEONE IS HOME. DON'T COME OUT ON A FRIDAY IN THE MIDDLE OF THE DAY TO DO WORK LIKE THIS BECAUSE IT'S HARD TO FIND A COMPANY THAT WORKS WEEKENDS TO REPAIR UNEXPECTED EMERGENCIES.

WE LIVE IN SAVANNAH LAKES EDITION AND

PURCHASED THIS HOUSE IN 2005 AND HAVE HAD NO PROBLEMS WITH THE GEO THERMAL HEATING/COOLING HOME HVAC SYSTEM, I TALKED TO HIGGINS AND THEY HAVE HAD NO PROBLEMS LIKE THIS EITHER.

A LARGE NUMBER OF THE HOMES IN OUR EDITION HAVE THIS SAME GEO THERMAL SYSTEM AND ARE VERY HAPPY WITH IT. IT IS PART OF WHY ME AND MY WIFE BOUGHT AND MOVED HERE FROM YUKON.

THANKS,
WES LAW

NOTE: THE METERS WORKED FINE BUT THE METER READERS COULD NOT READ HIGGINS SIDE BECAUSE OF CONDENSATION INSIDE THE METER GAUGE, MY ~~WAS~~ SIDE WAS O.K.

376-6079

Ron Mayabb-Owner
Fully Insured
Licensed & Bonded
State License #035274

TO Wesley Law
ADDRESS 0324 E. Richard Lane
WORK DONE Instal 50 gal Elect Water Heater
Unstairing

APPROVED BY _____ SERVICEMAN X

MODEL
#M250T6DS-1NCWW

SERIAL
#LK35173660 D/N:

CAPACITY 50 GALLONS

BRADFORD WHITE

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-14
2. MEETING DATE: September 1, 2015
3. TITLE: Approval of Proclamation Declaring Saturday, October 31, 2015 as "Trick or Treat Night".
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND:

Each year Council sets the date for "**Trick or Treat Night**". This year the 31st falls on a Saturday. Therefore, the Proclamation is to declare Saturday, October 31, 2015, as "**Trick or Treat Night**".

7. FINANCIAL IMPACT: None

STAFF COMMENTS:

8. STAFF SOURCE: Timothy Rooney, City Manager

PROCLAMATION

WHEREAS, Halloween is an occasion that offers an enjoyable time for children throughout the Nation; and

WHEREAS, the City of Mustang acknowledges the custom of children “trick or treating” throughout the City’s neighborhoods; and

WHEREAS, the Public Safety Departments of the City of Mustang will have fire, rescue and police vehicles in the neighborhoods to be readily available for assistance, or in case of an emergency.

NOW, THEREFORE, I, Jay Adams, Mayor of the City of Mustang, do hereby proclaim the night of **Saturday, October 31, 2015**, as the official

“TRICK OR TREAT NIGHT”

GIVEN under my hand and seal of the City of Mustang, Oklahoma, this 1st day of September, 2015.

Jay Adams, Mayor

ATTEST:

Lisa Martin, City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F-15
2. MEETING DATE: September 1, 2015
3. TITLE: Mary Jo Kappes, Court Clerk and Deputy City Clerk will retire October 1, 2015 after more than 18 years of service to the City of Mustang.
4. COUNCIL ACTION: Approve or Deny
5. INITIATOR: Human Resources Department
6. BACKGROUND: The Oklahoma Municipal Retirement Fund requires all OMRF retirement applications to be submitted to the City Council. Ms. Kappes meets the qualifications set forth by the plan to receive her retirement at this time.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: Staff recommends approval.
9. STAFF SOURCE: Laura Anderson, HR Director
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION/ORDINANCE NO.

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** F-16
2. **MEETING DATE:** September 1, 2015
3. **TITLE:** Acceptance of ODEQ Permit No. ST000009150520, Wastewater Treatment Plant Minor Modifications Project
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battles, Assistant City Manager
6. **BACKGROUND:** Cowan Group Engineering submitted plans to ODEQ for minor modifications to Wastewater Treatment Plant. ODEQ has issued a permit for the Wastewater Treatment Plant modifications. Currently the project is out for bid and bids will be opened September 30.
7. **FINANCIAL IMPACT:**
8. **STAFF'S COMMENTS:** Staff recommends acceptance of permit
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

July 24, 2015

Timothy D. Rooney, City Manager
City of Mustang dba
Mustang Improvement Authority
1501 N. Mustang Road
Mustang, Oklahoma 73064-3903

Re: Permit No.: ST000009150520
Wastewater Treatment Plant
Minor Modifications Project
Facility No.: S-23543

Dear Mr. Rooney:

Enclosed is Permit No.: ST000009150520 for the construction of head works modifications including a headworks piping gallery grit chamber bypass line, an 8.5-MGD fine mechanical bar screen in the existing influent channel followed by a new influent Parshall flume flow measurement system including with two ultrasonic flow measuring meters, and a new bypass channel with manual bar screen; headworks lift station modifications including two replacement 2,100-gpm at 45-feet TDH submersible pumps; existing flow equalization basin (FEB) improvements including installation of a mechanical aeration system consisting of five 15-HP mechanical aerators, and, a FEB inlet/out line magnetic meter flow measurement system; waste activated sludge (WAS) basin aeration system with coarse bubble diffusers and a 276-ICFM 20-HP blower; and appurtenances to serve the Mustang Improvement Authority Wastewater Treatment Plant Minor Modifications Project, Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 24, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Mustang Improvement Authority, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one set (1) to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a horizontal line.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/bg

Enclosure

c: Wheatland DEQ Office
Bruce Vande Lune, Regional Manager, DEQ
Jeff Cowan P. E., Cowan Group Engineering, LLC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. ST000009150520

SEWAGE TREATMENT

FACILITY No. S-23543

PERMIT TO CONSTRUCT

July 24, 2015

Pursuant to O.S. 27A 2-6-401, the Mustang Improvement Authority is hereby granted this Tier I Permit to construct headworks modifications including a headworks piping gallery grit chamber bypass line, an 8.5-MGD fine mechanical bar screen in the existing influent channel followed by a new influent Parshall flume flow measurement system including with two ultrasonic flow measuring meters, and a new bypass channel with manual bar screen; headworks lift station modifications including two replacement 2,100-gpm at 45-feet TDH submersible pumps; existing flow equalization basin (FEB) improvements including installation of a mechanical aeration system consisting of five 15-HP mechanical aerators, and, a FEB inlet/out line magnetic meter flow measurement system; waste activated sludge (WAS) basin aeration system with coarse bubble diffusers and a 276-ICFM 20-HP blower; and appurtenances to serve the Mustang Improvement Authority Wastewater Treatment Plant Minor Modifications Project, located in part of E-1/2, NW-1/4, Section 28, T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on July 24, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Discharge - OPDES (NPDES) rules OAC 252:605 and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receive supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. ST000009150520

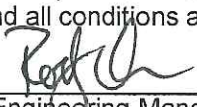
SEWAGE TREATMENT

FACILITY No. S-23543

PERMIT TO CONSTRUCT

- 5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with the rules and regulations adopted by the Environmental Quality Board and that this Department will be notified in writing of any sale or transfer of ownership of the facilities.
- 7) That these minor facility improvements will have no effect on the permitted design average hydraulic and organic loading. Before additional loading is connected to the system, plans for suitable enlargement of the facilities shall be submitted to the Oklahoma Department of Environmental Quality for approval.
- 8) That the permittee is responsible for complying fully with NPDES permit provisions and submitting a permit renewal application 180 days prior to permit expiration.
- 9) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 10) As-built plans of this project shall be placed on file with this Department within two months of the completion of the work or a certification by the engineer shall be submitted certifying that no changes have been made in the work as approved.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Page 2 of 2



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: September 1, 2015

3. TITLE: First Reading and Setting Date for Consideration of an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-6, Vacating an Easement Dedicated to the City of Mustang Which Easement is Located in Lot 53, Block 5 of Hunter's Glenn Phase 3, an Addition to the City of Mustang, Canadian County, According to the Recorded Plat Thereof, as More Particularly Described in the Attached Ordinance; Declaring Repealer; and Providing for Severability.

4. COUNCIL ACTION: Initial Reading and Setting of Public Hearing

5. INITIATOR: Community Development Department

6. Project Description: When Hunters Glenn Addition, Section 3 was platted in March of 2006, easements to the City of Mustang and its Franchisees were granted. One of these easements includes a 20-foot utility easement on the south side of Lot 53, Block 5, also known as 542 W. Alamo Court Way.

The property owner is requesting the vacation of the north 10 feet of this 20-foot easement at the south boundary of his property. His intent is to construct a swimming pool in that area. The Community Development Department does not issue swimming pool permits on easements.

There is a sewer line in the easement, as well as other utilities. The city has contacted the pertinent utility companies and each said they would not agree to vacate the easement, but would grant the property owner permission to build a pool in the easement as long as he would sign a waiver of responsibility for any damage done to their property, or any relocation required.

Severn Trent stated that they did not recommend the vacation of this easement, because if there was a problem with the sewer line, they would need the extra space for their equipment to work on the line.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: This is an initial reading as indicated by Section 102-1(1) of the Municipal Code. Staff recommends that October 6th, 2015 be set as the date for final consideration.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. 1131

ORDINANCE NO. 1131

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 90, OF THE CODE OF ORDINANCES OF THE CITY OF MUSTANG, OKLAHOMA, BY ADDING SECTION 90-6, PARTIALLY VACATING AN EASEMENT DEDICATED TO THE CITY OF MUSTANG, WHICH EASEMENT IS LOCATED IN LOT 53, BLOCK 5 OF HUNTER'S GLENN PHASE 3, AN ADDITION TO THE CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. AMENDMENT

That Chapter 90 of the Code of Ordinances of the City of Mustang, Oklahoma, be and hereby is amended by adding Section 90-6 to read as follows:

Section 90-6. Vacation of Easement within Lot 53, Block 5 of Hunter's Glenn Phase 3, an addition to the City of Mustang, Canadian County, Oklahoma, according to the recorded plat thereof.

- A. The Final Plat for Hunter's Glenn Phase 3, an addition to the City of Mustang, was recorded on September 25, 2006, with the County Clerk of Canadian County, State of Oklahoma (hereinafter, the "Plat").
- B. Pursuant to ordinances of the City of Mustang, and by operation of law, the Plat dedicated to the City of Mustang, and the City of Mustang accepted the public dedication of, *inter alia*, a twenty (20) foot utility easement along the rear of Lot 53, Block 5, Hunter's Glenn Phase 3 (hereinafter, the "Easement").
- C. The owners of Lot 53, Block 5, Hunter's Glenn Phase 3, desires to construct a swimming pool in their rear yard, and requests that the Easement be partially vacated by narrowing the width of the Easement to ten (10) feet along the rear of Lot 53, Block 5, Hunter's Glenn Phase 3.
- D. The City of Mustang believes it to be expedient to partially vacate the Easement, and to narrow the width of the Easement to ten (10) feet along the rear of Lot 53, Block 5, Hunter's Glenn Phase 3, an addition to the City of Mustang, Canadian County, Oklahoma, according to the recorded plat thereof.
- E. At least 30 days prior notice has been given by the City Clerk to holders of franchises or others determined by the City Council to have a special right or privilege to use the public way or easement, and to all owners of record, as shown by the current year's tax rolls in the office of the county treasurer, abutting the public way or easement, and to owners of record of property within 300 feet of the subject property.
- F. The City of Mustang reserves the absolute right to reopen the Easement without expense to the City, and this ordinance shall not affect the right to maintain, repair, reconstruct, operate or remove utilities, public service corporations, franchise holders, or transmission company facilities or services therein, nor shall such closing affect private ways existing by operation of law.
- G. This ordinance shall go into effect thirty (30) days after its passage.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY.

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

PASSED AND APPROVED this _____ day of October, 2015.

Mayor

ATTEST:

City Clerk

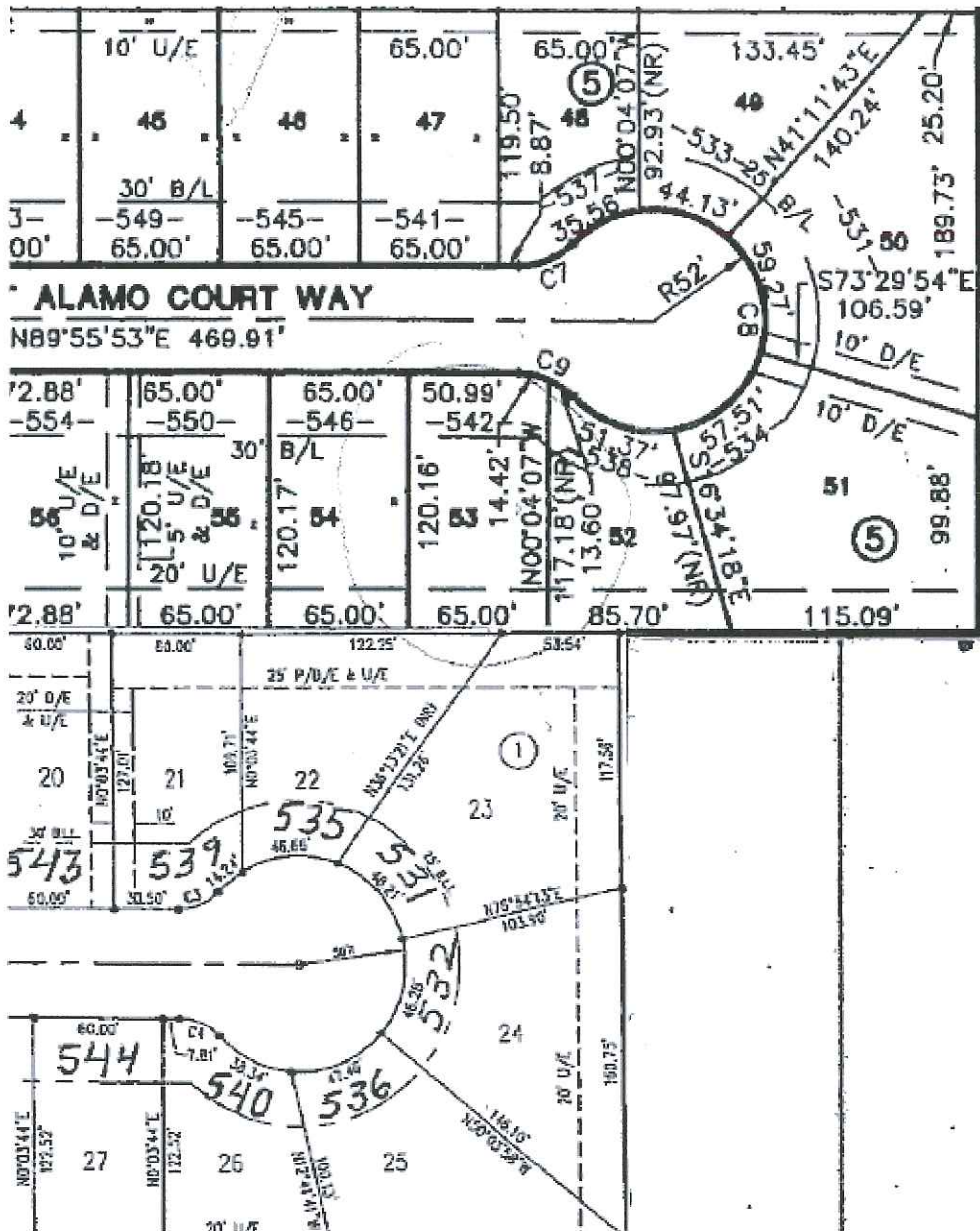
APPROVED as to form this _____ day of October, 2015.

City Attorney

542 W Alamo Ct Way



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CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** H-2
2. **MEETING DATE:** September 1, 2015
3. **TITLE:** Resolution establishing a "Wrecker Rotation" for The City of Mustang.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Chuck Foley, Chief of Police
6. **BACKGROUND:** Prior to August 2015, there has not been a need for a wrecker rotation in Mustang since only one wrecker service business resided in Mustang. Recently Bronco Towing, LLC, Jim Winkelman operator, made notice to Mustang Police that the business was established at 908 W. HWY 152 and that the business was requesting to be added to the Mustang "Wrecker Rotation" per O. S. 47§72-952. This request necessitates a municipal resolution to establish a "Wrecker Rotation" for The City of Mustang.
7. **FINANCIAL IMPACT:** None
8. **STAFF'S COMMENTS:** Recommend approval
9. **STAFF SOURCE** Chuck Foley, Chief of Police
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION NO./ORDINANCE NO.** _____

RESOLUTION NO.: 16-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA DESIGNATING WRECKERS TO BE USED WHEN IMPOUNDING VEHICLES, CREATING A WRECKER ROTATION SYSTEM AND IMPOSING REQUIREMENTS FOR PROVIDING WRECKER SERVICES WHEN REQUESTED BY THE CITY OF MUSTANG

Whereas, from time to time it is necessary and/or required that the Mustang Police Department impound vehicles; and,

Whereas, Sec. 114-565 of the Mustang Code of Ordinances provides that every vehicle that is impounded shall be removed to the nearest garage or place of safe keeping designated by the city council; and,

Whereas, the City of Mustang now has more than one wrecker service within and near the City limits, and the City Council desires to establish a system for rotating among wrecker services for responding to requests to impound, tow or otherwise move vehicles.

Now, therefore, be it resolved by the city council of the City of Mustang, Oklahoma as follows:

A. For purposes of this resolution, the following definitions apply:

1. "Wrecker" means any vehicle, other than a transport as defined in 47 O.S. §1-181, equipped with a winch, cable or other device designed to lift, pull or move a disabled vehicle incapable of self-propulsion. Wrecker does not include a vehicle with a push bumper only.

2. "Wrecker service" means the business of offering the service of a wrecker to tow or otherwise remove a vehicle from the place where it was disabled or impounded to a safe protected storage area in response to official calls from the City.

B. Those persons providing wrecker services that maintain an office and storage facility in or near the limits of the City of Mustang may submit a request to the Mustang Police Department to have their name included on list of available wrecker service providers. By requesting that their name be included on such rotation list, the wrecker service provider certifies and agrees as follows:

1. The wrecker service provider shall maintain a current wrecker license issued by the Oklahoma Department of Public Safety and all licensing requirements in current status;

2. The wrecker service provider shall maintain an office and a storage facility located in or near the limits of the City of Mustang that are located within areas properly zoned for such office and storage;

3. The wrecker service provider shall comply with the terms of this Resolution and with the provisions of the Mustang Code or Ordinances, including but not limited to Chapter 114, Article IX, Impoundment of Vehicles;

4. The wrecker service provider shall maintain a safe and secure storage facility to protect stored vehicles;

5. The wrecker service provider shall provide service 24 hours per day, each and every day, and every call for a wrecker shall be answered promptly;

6. The wrecker service provider shall not accept a dispatch call from the Mustang Police Department unless a wrecker and driver are immediately available for dispatch at the time such call is received, and the wrecker is adequate to tow or service the subject vehicle;

7. The wrecker service provider dispatched to the scene of an accident shall be responsible for clearing from the street all debris existing as a result of such accident, including any ordinary vehicle fluids found at the scene of collisions with absorbing material used to absorb vehicle fluids as allowed by law;

8. An inventory of the contents in each towed vehicle shall be prepared by the wrecker driver before the vehicle is removed, and such inventory shall be verified by the owner or driver or the police officer at the scene by signature. Any erasures on such inventory shall be initialed by both the wrecker driver and the owner or driver or police officer. For those vehicles being impounded by the Mustang Police Department, an inventory shall be conducted pursuant to the policies of the Mustang Police Department;

9. The wrecker service provider shall keep records in which he will log each police call received, the time such call was received, the time the wrecker reached the scene, and the time the wrecker returned. Such records shall be kept on a daily basis and shall be open to inspection by the Police Department on request;

10. The wrecker service provider shall clearly mark their wreckers with the name of the wrecker service on each side of the vehicle in letters not less than two inches in height and one-half inch in width. The color of such letter shall contrast with the body color of the vehicle so as to be easily readable;

11. The wrecker service provider agrees that the City will not be liable for payment of any fees for impounded or towed vehicles, and that vehicles impounded or towed at the request of the City will be released at no cost, or at an adjusted cost, as

determined pursuant to the provisions of Chapter 114, Article IX, Impoundment of Vehicles, of the Mustang Code of Ordinances; and

12. The wrecker service provider shall notify the Mustang Chief of Police within ten (10) days if (a) they no longer maintain a current wrecker license or meet the licensing requirements, (b) they change business name or change ownership, (c) they move their physical business location, (d) they change their telephone number, (e) they obtain additional wreckers, or (f) there is any change in their compliance or ability to comply with the terms of this Resolution.

C. The wrecker service providers shall be listed in order based on the date placed on the rotation list. In event two or more are listed the same date, they shall be listed alphabetically. In the event a wrecker service provider is needed by the Mustang Police Department, the Mustang Police Chief, or his designee, will call the wrecker service provider next on rotation. The wrecker service provider shall advise the Mustang Police Chief or his designee if it is unable to provide immediate service or does not have a wrecker adequate to tow or service the subject vehicle, in which event the Mustang Police Chief or his designee shall call the next wrecker service provider in rotation. The rotation will be on a per vehicle basis; with a wrecker service provider being called for each vehicle needing service. No wrecker service provider shall proceed to the scene of an accident until and unless it has been directed to do so by the Mustang Police Chief or his designee or the owner of an involved vehicle.

D. The rotation system shall not apply in instances where the vehicle owner or driver designate the wrecker service provider to be called for towing.

E. The Chief of Police or his designee may select a wrecker service provider that is not the next wrecker service provider on the rotation list, or a wrecker service provider not on the rotation list, in order to respond when necessary to respond to exigent circumstances and provide for the public safety and the efficient flow of traffic.

F. The wrecker service rotation system shall not apply to instances in which a truck wrecker is needed to service, tow or impound a truck, truck-tractor, road tractor, trailer, semi-trailer, bus and/or other vehicle or conveyance. In such instances, the Mustang Chief of Police or his designee shall call a provider having a Class AA-TL truck wrecker. For purposes of this provision, "truck wrecker" means every motor vehicle properly designed and equipped according to Department of Public Safety specifications with wrecker body and winch or lifting apparatus suitably designed to safely move, pull or tow wrecked, damaged or disabled trucks, truck-tractors, road tractors, trailers, semi-trailers, buses and/or other vehicles and conveyances that use the highways of the state of Oklahoma, and shall be used for Class AA-TL wrecker vehicles having operators meeting the qualifications for Class AA truck wrecker services.

G. A wrecker service provider shall not be removed from rotation without notification to the wrecker service provider stating the reason for removal from the rotation list. All notifications for removal from a rotation log shall be mailed to the wrecker service provider at least ten (10) days before removal from the rotation list and shall state the procedure and requirements for reinstatement.

[Remainder of page intentionally blank.]

PASSED this ____ day of September, 2015. .

THE CITY OF MUSTANG, OKLAHOMA

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form this ____ day of September, 2015.

CITY ATTORNEY

BRONCO TOWING, LLC

908 W. HWY 152 MUSTANG, OK 73064

OFFICE: 405-256-6278 FAX: 405-256-6303

BRONCOTOWING1@GMAIL.COM

PLEASE ACCEPT THIS LETTER AS OUR WRITTEN REQUEST TO BE PLACED ON THE MUSTANG POLICE DEPARTMENT TOWING ROTATION. ENCLOSED IS OUR WRECKER LICENSE ISSUED BY THE DEPARTMENT OF PUBLIC SAFETY AND OUR BUSINESS LICENSE ISSUED BY THE CITY OF MUSTANG. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE DO NOT HESITATE TO CONTACT ME AT THE ABOVE PHONE NUMBER OR MY CELL: 405-464-4315.

SINCERELY,



JIM WINKELMAN

BRONCO TOWING, LLC

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-3

2. MEETING DATE: September 1, 2015

3. TITLE: Approval of Contract and Bonds for project titled Meadow Lane Sanitary Sewer Rehabilitation

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND: The meadow lane sewer line rehabilitation project will repair ½ mile of sewer line and rehabilitate the existing manholes located along Meadow Lane. Currently the line is smaller than the entrance and exit line it is connected to and services homes and commercial districts. Cowan Group Engineering designed plans on the project and bids were opened on August 13. The lowest bidder was Krappf Reynolds Construction for the amount of \$82,380.00 and was awarded the project at the August 18 council meeting.

7. FINANCIAL IMPACT: \$82,380.00

8. STAFF'S COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the Mustang Improvement Authority, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and Krapff-Reynolds Construction Company, 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 Meadow Lane Sanitary Sewer Rehabilitation. 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:

Eighty Two Thousand Three Hundred Eighty and no cents (\$82,380.00)

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.

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.

And that the Contractor's bid is hereby made a part of this Agreement.

(3) That the Mustang Improvement Authority 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 Sixty (60) 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 Mustang Improvement Authority, 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 Mustang Improvement Authority.

(10) Liquidated damages shall be paid by the Contractor at the rate of \$500.00 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) COST REDUCTION PROPOSALS The Contractor may submit to the Engineer, in writing, proposals for modifying the Plans, Specifications or other requirements of the Contract for the purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.

To best utilize the cost reduction incentive program, the Contractor may submit a cost reduction change proposal as follows:

In order for Owner to accept or reject a change proposal concept the Contractor should submit a "Conceptual Proposal." However, the Contractor does have the option to directly submit a Formal Proposal.

- I. The Conceptual Proposal shall provide the following minimum information:
 - a. A narrative describing both the existing contract requirements for performing the work and the proposed change.
 - b. A listing of work items affected by the proposed change, including any change in project time and/or traffic detour(s).
 - c. An initial (rough) estimate of the net savings which the change is expected to generate.

The Contractor may proceed to the Formal Proposal upon approval of the Conceptual Proposal.

- II. The Formal Proposal shall contain the following information:
 - a. A narrative describing both the existing contract requirements for performing work and the proposed change.
 - b. A detailed cost estimate of performing the work under the existing contract and under the proposed change (including all items affected).
 - c. A detailed analysis of the net savings to be generated from the change proposal, after all costs associated with the proposal, including road user costs where applicable, are deducted.
 - d. A date by which City must respond on the approval or disapproval of the Formal Proposal.

The Owner is not obligated to approve the Contractor's formal change proposal, even if the "Conceptual Proposal" is accepted. Furthermore, the decision of the City to approve/disapprove the change proposal will be final and will not be subject to any further action.

The provisions of this Subsection shall not be construed to require the City Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the City will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this Subsection nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in Plans or Specifications for the project under consideration by the City at the time said proposal is submitted, or if such a proposal is based upon or similar to the

Standard Specifications, Special Provisions or Plans adopted by the Owner after the advertisement for the contract, the Owner will not accept such proposal. The Owner reserves the right to make such changes without compensation to the Contractor under the provisions of this Subsection.

The Contractor shall continue to perform the work in accordance with the requirements of the Contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

In determining the estimated net savings, the right is reserved to disregard the contract bid prices, if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The Owner reserves the right where it deems such action appropriate, to require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the City to deduct amounts payable to the Owner from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be a contract change order, which shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the Owner approval thereof is based if the approval of the Owner is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 10 percent of said estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change order. The amount specified to be paid the Contractor will be paid on the final estimate.

The Owner expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this Subsection, and in that case, only as to those contracts awarded to him prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Subsection of the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Owner. Subject to the provisions contained herein, the Owner or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This Subsection of the Specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

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"

MUSTANG IMPROVEMENT AUTHORITY

By: _____

ATTEST

City Clerk

APPROVED as to form and legality this _____ day of _____, 20_____.

CITY ATTORNEY

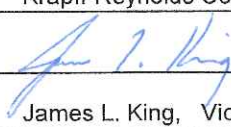
APPROVED by the Mustang Improvement Authority this _____ day of _____, 20_____.

ATTEST:
If an Individual: _____ doing business

as: _____

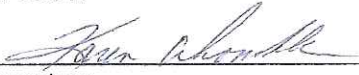
"CONTRACTOR"

If a Corporation: _____ Krapff-Reynolds Construction Company

by: _____ 

Title: _____ James L. King, Vice President

ATTEST:



Secretary
(CORPORATE SEAL)

Business Address of Contractor
2400 N.E. 4th St.
Oklahoma City, OK 73117

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 106294024

That Krapff-Reynolds Construction Company, as Principal, and

Travelers Casualty and Surety Company of America,

a Corporation organized under the laws of the State of Connecticut,

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound

unto The City of Mustang Oklahoma

in the penal sum of Eighty-Two Thousand Three Hundred and Eighty Dollars (\$82,380.00) 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 _____ day of August, 20 15.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHORITY, dated _____, 20 15, for:

Meadow Lane Sanitary Sewer Rehabilitation

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 Mustang Improvement Authority 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 Mustang Improvement Authority 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:



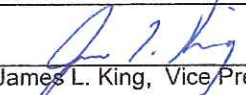
Surety:

~~Travelers Casualty and Surety Company of America~~

By: 
Attorney-in-Fact, Bill Orcutt

PRINCIPAL:

Krapff-Reynolds Construction Company

BY: 
James L. King, Vice President

Address of Surety or Agent:

C/O INSURICA -OKC

P.O. Box 25928

Oklahoma City, OK 73125

Telephone No. 405-556-2358

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND

Bond No. 106294024

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety, authorized and, where required, licensed to transact business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of Eighty-Two Thousand Three Hundred Eighty Dollars (\$82,380.00), 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 _____, 20 15, for Meadow Lane Sanitary Sewer Rehab (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 ____ day of August, 2015.

ATTEST:

[Signature]
Secretary

PRINCIPAL: Krapff-Reynolds Construction Company

By [Signature]
Its James L. King, Vice President

SURETY

Travelers Casualty and Surety Company of America

~~WITNESS~~ WITNESS:

[Signature]
~~Witness~~ Witness

By [Signature]
It's Attorney-in-fact, Bill Orcutt

REVIEWED and APPROVED by THE CITY OF MUSTANG this ____ day of
_____, 20_____.

MAYOR

ATTEST:

City Clerk

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

Municipal Counselor

WATER AND SEWER MAINTENANCE BOND

Bond No. 106294024

KNOW ALL MEN BY THESE PRESENTS:

That we, Krapff-Reynolds Construction Company, as Principal, and Travelers Casualty and Surety Company of America 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 Ninety Thousand Six Hundred Eighteen Dollars, (\$90,618.00), 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 _____ day of August, 20 15. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Meadow Lane Sanitary Sewer Rehabilitation 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:

[Signature]

Witness:

[Signature]

Krapff-Reynolds Construction Company

Principal

By:

[Signature]
James L. King, Vice President

Travelers Casualty and Surety Company of America
Surety

By:

[Signature]
Bill Orcutt, Attorney-in-Fact

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

City Attorney

REVIEWED AND APPROVED by the Council of the City Of Mustang this _____ day of _____, 20_____.

Attest:

Mayor

City Clerk



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229122

Certificate No. 006198975

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary M. Jarmon, Jeffrey J. Burton, V. David Dutton, Michael F. Ross, Jana D. Dean, Bill Orcutt, Dillon Rosenhamer, Carrie True, and Jana Taylor

of the City of Oklahoma City, State of Oklahoma, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of March, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 4th day of March, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of August, 2015.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



KRAPREY01C

BORCUTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2015

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 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 INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Bill Orcutt		
	PHONE (A/C, No, Ext): (405) 523-2100 FAX (A/C, No): (405) 556-2332		
INSURED Krapff-Reynolds Construction Company 2400 NE 4th Street Oklahoma City, OK 73117	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO General Insurance Corporation		20095
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD 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 ☐ PROJECT ☐ LOC OTHER:	X	CLP3616708	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X	CAP3616710	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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/A	WC3616709	03/01/2015	03/01/2016	☒ 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)

Utility Contractor

Certificate holder is shown as an additional insured under the General Liability and the Auto Liability for the work of the insured on the Meadow Lane Sanitary Sewer Rehabilitation Project.

CERTIFICATE HOLDER

CANCELLATION

The City of Mustang Oklahoma / Mustang Improvement Authority
1501 N. Mustang Rd.
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

Bill Orcutt

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AGENDA

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

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

- 1. Approval of **08/18/15** MIA Minutes
- *2. Claims List for **FY '15**
- *3. Claims List for **FY '16**
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *5. Acknowledgement of Receipt of Oklahoma Department of Environmental Quality (ODEQ) **Permit No. ST000009150520** for the Wastewater Treatment Plant Minor Modifications Project.

E. INFORMATION/REPORTS

- 1. Trustee Manager
- 2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project Titled Meadow Lane Sanitary Sewer Rehabilitation.

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
AUGUST 18, 2015**

The Mustang Improvement Authority met in regular session on Tuesday, August 18, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, August 14, 2015, at 2:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Chairman Adams called the meeting to order at **8:19 p.m.**

B. ROLL CALL

Trustees Present: Riley
Grider
Jones
Hagan
Schweinberg
Adams

Trustees Absent: Staples

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **08/04/15** MIA Minutes
- *2. Claims List for **FY '15**
- *3. Claims List for **FY '16**

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

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

NAY: None

E. INFORMATION/REPORTS

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

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Approval of Ordinance No. 1130, Amending the Municipal Code by: (A) Amending Chapter 118, Section 118-6(A) to Increase the Deposit Fee for Temporary Water Flow Meters; and (B) Amending Chapter 42, Section 118(A) to Increase the Deposit Fee for Temporary Water Flow Meters; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to Approve Ordinance No. 1130, Amending the Municipal Code by: (A) Amending Chapter 118, Section 118-6(A) to Increase the Deposit Fee for Temporary Water Flow Meters; and (B) Amending Chapter 42, Section 118(A) to Increase the Deposit Fee for Temporary Water Flow Meters; Declaring Repealer; Providing for Severability

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

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Hagan**, to Declare an Emergency.

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

- *2. **Discussion, Consideration and Possible Action** regarding Acceptance of Bids for Project labeled Meadow Lane Sanitary Sewer Rehabilitation.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Riley**, to Accept All Bids for Project labeled Meadow Lane Sanitary Sewer Rehabilitation.

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

- *3. **Discussion, Consideration and Possible Action** regarding Award of Bid for Project labeled Meadow Lane Sanitary Sewer Rehabilitation.

MOTION was made by **Councilman Grider**, seconded by **Councilman Schweinberg**, to Award the Bid for Project labeled Meadow Lane Sanitary Sewer Rehabilitation to Krapff Reynolds Construction in the amount of \$82,380.

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

NAY: None

G. ADJOURNMENT

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

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

NAY: None

Meeting was adjourned at **8:22 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
15-1107	01-E1106	EST ENGINEERING	ENGINEERING FOR S. MUST.	6/2015	35109A	16,341.90
DEPARTMENT TOTAL:						16,341.90
FUND TOTAL:						16,341.90
GRAND TOTAL:						17,062.92

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
16-0001	01-B0024	BANCFIRST	2009 BOND PAYMENT	9/2015	201508251681	21,939.64
16-0002	01-B0024	BANCFIRST	2013 BOND PAYMENT	9/2015	201508251682	93,569.50
16-0038	01-E0043	EMSA	AMBULANCE ASSESSMENT	8/2015	201508251696	36,909.00
16-0487	01-E1106	EST ENGINEERING	ENGINEERING MUST. RD PROJ	8/2015	35109	13,331.60
16-0010	01-I0015	INCODE	WEBSITE FEES, U.B., COURT	8/2015	025-132946-	192.00
16-0491	01-M0210	MUSTANG IMPROVEMENT	TRANSFER CIP FEES	9/2015	201508251679	30,000.00
16-0400	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	9/2015	201508251684	3,125.00
DEPARTMENT TOTAL:						199,066.74
DEPARTMENT: 72 WATER						
16-0472	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERVI	8/2015	201508251694	6,691.50
16-0488	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2015	201508251699	25.67
DEPARTMENT TOTAL:						6,717.17
DEPARTMENT: 75 SEWER						
16-0472	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERVI	8/2015	201508251694	4,430.50
16-0440	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS TRANSPORTATION CHG	8/2015	201508251689	56.14
16-0469	01-O0010	OKLAHOMA NATURAL GAS	GAS USAGE	8/2015	201508251701	113.94
16-0470	01-O0010	OKLAHOMA NATURAL GAS	GAS USAGE	8/2015	201508251703	59.66
16-0498	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	8/2015	201508251707	46.95
DEPARTMENT TOTAL:						4,707.19
DEPARTMENT: 78 SANITATION						
16-0039	01-O0121	O.E.M.A.	MONTHLY SANITATION	8/2015	35895	79,437.86
DEPARTMENT TOTAL:						79,437.86
FUND TOTAL:						289,928.96

8/27/2015 10:15 AM
FUND: 70 - MIA RESERVE

PURCHASE ORDER CLAIM REGISTER

PAGE: 11
SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70		ADMINISTRATION				
16-0472	01-C0108	COWAN GROUP	GENERAL ENGINEERING SERVI	8/2015	201508251694	1,423.22
DEPARTMENT TOTAL:						1,423.22
FUND TOTAL:						1,423.22
GRAND TOTAL:						406,459.10