



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, June 06, 2023 - 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE/INVOCATION**
Empowered Church
- C. **ROLL CALL**
- D. **INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES**
- E. **NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA**

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

F. CONSENT AGENDA

These items are considered on the Consent Agenda so that members of the City Council by unanimous consent can designate routine agenda items to be approved by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Councilmembers, that item will be removed and heard in regular order. In reviewing and responding to any agenda item, the Council may, in whole or in part, adopt, approve, conditionally approve, ratify, deny, defer, amend, strike or continue any item.

F.1 Approval of 05/02/2023 City Council Minutes.

F.2 Approval of 05/08/2023 City Council Special Meeting Minutes.

F.3 Approval of 05/18/2023 City Council Special Meeting Minutes.

F.4 *Claims List for FY 2023.

F.5 Approval to Turn Past Due Library Accounts over to Collection Agency.

F.6 Approval of Resolution No. 23-036 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2022-2023 Fiscal Year Budget by \$25,075.

F.7 Approval of Agreement between the City of Mustang and Mustang Public School System to Provide School Resource Officers for the 2023-2024 School Year.

F.8 Approval of Application for Speed Table on N Centennial Way.

G. INFORMATION/REPORTS

G.1 City Manager Report

G.2 City Council Reports

H. DISCUSSION ITEMS

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

H.1 *Public Hearing and Consideration of Resolution 23-037, Approving the Fiscal Year 2023-2024 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

H.2 Consideration of Resolution No. 23-038, a Resolution of the City of Mustang, Oklahoma, concerning the Commencement of Formal Renewal Proceedings under the Federal Cable Communications Policy Act of 1984, as Amended, for CoxCom, LLC.

H.3 *Consideration of Ordinance No. 1286, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 118, Article I, Section 118-2(a)(4) of the Municipal Code of Ordinances to Add Exemptions from the Requirement to Provide a Security Deposit for New Utility Accounts; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

H.4 Consideration of Acceptance of Bids for Project Labeled Meadow Park Trail.

H.5 Consideration of Award of Bid for Project Labeled Meadow Park Trail.

I. MATTERS FOR EXECUTIVE SESSION

None.

J. ADJOURNMENT

Note:

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



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 05/02/2023 City Council Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the May 2, 2023, City Council meeting.

Financial Impact:

Staff Comments:

Attachments:

[05.02.2023 City Council Minutes.pdf](#)

MUSTANG CITY COUNCIL
MAY 2, 2023

The Mustang City Council met in regular session on Tuesday, May 2, 2023, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, April 28, 2023, at 8:45 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION James Waugh, Pastor, Lakehoma Church of Christ and Ward IV Councilmember.

Pastor Waugh led the assembly in the Pledge and Invocation. He stated the Church adopted Centennial Elementary School and worked on the school's flower beds, trimmed trees, and landscaping. He stated they also fed teachers stating some of the teachers attend church at Lakehoma. He stated in July, the Church partners with Clear Springs Church and hands out backpacks and school supplies.

C. ROLL CALL

Councilmembers Present:	Leete
	Wald
	Waugh
	McKenzie
	Sholund
	Grider

Councilmembers Absent: **Ray**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Rob Estes, 611 S. Woodland, on behalf of the Lions Club, addressed the Council stating the Club was able to hand out six scholarships to Mustang students for next year. He also requested the City allow them back into their building in order to work on projects and to hold meetings. He stated the Club was in the process of making the repairs and renovations to the property the City required them to do and gave a brief overview.

Mayor Grider stated for him to reach out to the City Manager to discuss.

City Manager Rooney stated he would check with the Fire Department and Community Development Department stating the work would have to be accomplished and not just in progress.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

H. CONSENT AGENDA

- F.1 Approval of 04/04/2023 City Council Minutes.
- F.2 Approval of 04/18/2023 City Council Special Meeting Minutes.
- F.3 *Claims List for FY 2023.
- F.4 Approval of Resolution No. 23-034 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2022-2023 Fiscal Year Budget by \$1,788.
- F.5 Approval of Resolution No. 23-035 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2022-2023 Fiscal Year Budget by \$10,758.
- F.6 Approval of Interlocal Governmental Cooperation Agreement between the City of Mustang and the Canadian County Sheriff's Office for Renewal of FY2024 Inmate Housing Agreement.
- F.7 Approval to Declare Certain Items as Surplus and Authorizing Disposal of Those Items.
- F.8 Nominate Mr. Justin Battles, Ms. Pam Polk, and Mr. Tim Lyon to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Leete**, to Approve the Consent Agenda Items F.1 thru F.8.

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

G. INFORMATION/REPORTS

- G.1 City Manager Report

City Manager Rooney reminded Council of the Budget Work Session meeting on Monday, May 8th at 6:00 pm and stated copies of the budget would be handed out after the meeting this evening.

G.2 City Council

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

Councilman Leete stated he was sorry for missing the last Work Session, he was ill. He stated he was excited for this time of year where the ball fields and the park are full of people.

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

Councilman Waugh thanked *Assistant City Manager Battles* for the repair of the water main at State Highway 152 and Clear Springs Road stating it was done in record time and was appreciated.

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

Councilman Sholund stated he received one call regarding what the speed limit would be on Sara Road once completed stating the City was helping answer that question.

Mayor Grider congratulated *Deputy Police Chief Wallace* and *City Manager Rooney* on being inducted into the Chamber of Commerce's "Mustang Hall of Fame". He stated it is usually awarded to one person and this year was presented to two stating both are City employees and shows the character of people working for the City. He also encouraged everyone to attend Positive Posse on Tuesday mornings and gave an overview of the meetings stating it was a great networking opportunity and great discussion.

H. DISCUSSION ITEMS

- H.1 Public Hearing and Consideration of Ordinance No. 1285, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from a Mixed Use Planned Unit Development And R-E, Rural Estates District to an Amended Mixed Use Planned Unit Development, Declaring Repealer, and Providing for Severability.

Sr. City Planner Conner stated Crafton Tull submitted an application on behalf of the property owners to revise an existing Planned Unit Development (PUD) in order to add 1.33 acres to the PUD stating the PUD was titled "Hutch Storage". He stated the original PUD for mini-storage units was approved April, 2022, and stated the reason for the amended PUD is that the adjacent property is dissected by an unnamed tributary of Campbell Creek which makes access to the northeast side of the property difficult and landlocked. He stated four more buildings would be added with this additional land.

Conner stated Planning Commission voted unanimously to approve the amended PUD stating no additional contingencies were added.

Councilman Wald asked if the four additional buildings were buildings with multiple units with **Conner** answering yes.

Mayor Grider opened the Public Hearing.

Jason Spencer, Crafton Tull & Associates, Inc., 300 Pointe Parkway Blvd, Yukon, OK, addressed the Council and provided information regarding fencing, landscaping and buffers and stated the detention pond would be expanded to account for the extra additional property and provided additional information regarding drainage.

Other discussion included the length of time to build with it being stated by **Dean Anderson**, Oklahoma Storage, LLC, 15100 S. Western Ave., Suite 100, OKC, OK, that 100% of Phase 1 would start immediately with buildings afterwards.

Discussion also included the name change of the owner of the property to Oklahoma Storage, LLC and if they would continue to own the property with **Anderson** answering yes as well as discussion regarding the number of facilities owned by them with **Anderson** stating 11 were owned and 10 sold off over the last several years.

Mayor Grider closed the Public Hearing.

MOTION was made by **Councilman Leete**, seconded by **Councilman Sholund** to Approve Ordinance No. 1285.

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

- H.2 *Consideration of Contract and Bonds for Project Labeled State Highway 152 Sewer Line Relocation.

Assistant City Manager Battles stated the State Highway 152 Sewer Line Relocation project was awarded to United Trenching in the April 4, 2022 Council meeting stating this item was to approve the contract and bonds.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie** to Approve the Contract and Bonds with United Trenching, Inc. for the project labeled State Highway 152 Sewer Line Relocation.

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

- H.3 *Consideration of Contract and Bonds for Project Labeled State Highway 152 Waterline Relocation.

Assistant City Manager Battles stated the State Highway 152 Waterline Relocation project was awarded to Lonehickory Cattle LLC in the April 4, 2022 Council meeting stating this item was to approve the contract and bonds.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie** to Approve the Contract and Bonds with Lonehickory Cattle LLC for the project labeled State Highway 152 Waterline Relocation.

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

I. MATTERS FOR EXECUTIVE SESSION:

- I.1 *Consideration of Potential Purchase and Acceptance of Permanent Easement and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. 307 (B) (3).
- I.2 Consideration of DHD Corp. v. City of Mustang and the City Council for the City of Mustang, Case No. CV-2022-79, District Court, Canadian County, Oklahoma; and, Proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

- I.3 Consideration of potential proceedings to enforce Code of Ordinance requirements relating to water and sewer connections; and, Proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

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

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider
NAY: None

TIME ADJOURNED to Executive Session: **7:23 p.m.**

Mayor Grider called the meeting back into Session.

TIME RETURNED from Executive Session: **7:52 p.m.**

In reference to Item I.1 –

Informational purposes only.

In reference to Item I.2 –

Informational purposes only.

In reference to Item I.3 –

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Authorize the City Attorney and the City Manager to Proceed to Address the Ordinance Compliance, including, but not limited to, Institution of Litigation.

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider
NAY: None

J. ADJOURNMENT

MOTION was made by **Councilman Wald**, seconded by **Councilman Leete**, to adjourn.

AYE: Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

The meeting was adjourned at **7:53 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk



Agenda Item No: F.2

Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 05/08/2023 City Council Special Meeting Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the May 8, 2023, City Council Special meeting.

Financial Impact:

Staff Comments:

Attachments:

[05-08-2023 City Council & MIA Special Meeting Minutes.pdf](#)

**MUSTANG CITY COUNCIL and
MUSTANG IMPROVEMENT AUTHORITY
SPECIAL MEETING
MAY 8, 2023**

The Mustang City Council and Mustang Improvement Authority met in a Special Meeting on Tuesday, May 8, 2023, at 6:00 p.m. in the Mustang Town Center, Rooms C and D. Notice of the meeting was posted as required on Thursday, May 4, 2023, at 2:50 p.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

B.

Mayor Grider called the meeting to order at 6:01 p.m.

B. ROLL CALL

Councilmembers Present: Ray
 Wald
 McKenzie
 Grider

Councilmembers Absent: Leete
 Waugh
 Sholund

C. DISCUSSION ITEMS

C.1 Election of Vice Mayor.

MOTION was made by **Mayor Grider** and seconded by **Councilman Wald** to Appoint Councilman Michael Ray as Vice Mayor.

AYE: Ray, Wald, McKenzie, Grider

NAY: None

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

MOTION was made by **Mayor Grider** and seconded by **Vice Mayor Ray** to Appoint Mayor Grider as Member and Councilman Wald as Alternate to the ACOG Board of Directors and its Committees; Appoint City Manager Tim Rooney as Member and Assistant City Manager Battles as Alternate to the OEMA Board of Directors; and Appoint Councilman Waugh as Member to the Traffic Commission.

AYE: Ray, Wald, McKenzie, Grider

NAY: None

- C.3 Discussion and Review regarding the Proposed Annual Operating Budget for FY 2023-2024 for the City of Mustang and Mustang Improvement Authority.

Finance Director Watts, provided a PowerPoint overview of the FY 2023-2024 budget (PowerPoint available in City Clerk's office and online for review).

Attached to the minutes is a detailed list of questions and answers during the meeting.

D. ADJOURNMENT

MOTION was made by **Vice Mayor Ray** and seconded by **Councilman Wald** to adjourn.

AYE: Ray, Wald, McKenzie, Grider

NAY: None

Meeting was adjourned at **6:42 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk

**QUESTIONS ASKED BY COUNCIL
DURING THE BUDGET WORKSHOP OR BY THE PUBLIC
AFTER FY 2023-24 PROPOSED BUDGET WAS ADDED
TO THE WEBSITE**

- Regarding Page 24 of the FY 2023-24 Budget, it reflects no prior history in any of the columns. Is this correct?
 - Yes. Page 24 is the Mayor/City Council portion of the budget. In previous years, this also included the City Attorney position and/or legal costs. Those have now been separated so that the City Attorney budget is separate from the Mayor/Council budget.
- I see the \$2 per hour increase for Animal Welfare positions is included in the proposed budget. How does that place us competitively with other communities in the metropolitan area?
 - Prior to the \$2 per hour increase, Mustang's Animal Welfare positions were near the bottom comparatively, if not at the bottom. The proposed increase will bring Mustang Animal Welfare positions just above the average.
- How are Capital Outlay priorities – and their funding - determined?
 - Department Directors identify their Capital Outlay priorities each year as part of the budget process. They rank those priorities as a Level 1, Level 2, or Level 3 priorities with Level 1 being the most pressing. This year, all Level 1 priorities are funded within the proposed FY 2023-24 Budget, as well as all Level 2 priorities with the exception of one.
- Utility Rate increases are not planned for FY 2023-24 is that correct?

Yes. Automatic increases are permitted annually that are tied to the CPI index or a minimum of 2%, whichever is greater.
- There are several different reserve funds. Can you explain how those work and are accounted for each year?
 - The City of Mustang works under a pooled cash system. Since the cash of the operating funds are combined and maintained in a central bank account, the “pooled cash” process is designed to keep track of the amount of each individual funds owns of the total cash. It automatically generates every time a transaction is used via the accounting system.
- The proceeds from the 2016 Sales Tax extension are listed in the budget, as well as the projects that were funded by that extension. Are there any plans to extend that sales tax beyond its expiration date in 2030?
 - Yes. Knowing and understanding that a growing community will always have needs results in making sure Mustang has a funding source for those needs, regardless of whether it is public safety personnel, equipment, or facilities. Staff will likely begin the process of having discussions with the City Council in 2025 about what the process would

look like to extend that 4th penny sales tax...and again, this wouldn't be a "new tax increase" but rather an extension of existing sales tax with a request for the voters to make it permanent.



Agenda Item No: F.3

Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 05/18/2023 City Council Special Meeting Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the May 18, 2023, City Council Special meeting.

Financial Impact:

Staff Comments:

Attachments:

[05.18.2023 City Council Minutes - SM.pdf](#)

**MUSTANG CITY COUNCIL
SPECIAL MEETING
MAY 18, 2023**

The Mustang City Council met in a Special Meeting on Thursday, May 18, 2023, at 3:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Tuesday, May 16, 2023, at 2:45 p.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Grider called the meeting to order at 3:00 p.m.

B. ROLL CALL

Councilmembers Present:	Ray
	Leete
	Wald
	Waugh
	McKenzie
	Sholund
	Grider

Councilmembers Absent: None

C. MATTERS FOR EXECUTIVE SESSION

C.1 Consideration of proposed Development Assistance Agreement with Mustang Marketplace, LLC presenting economic development opportunity for City of Mustang; and, proposed executive session as authorized by 25 Okla. Stat. §307(C)(10).

MOTION was made by **Councilman Waugh**, seconded by **Councilman McKenzie**, to adjourn to Executive Session.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

TIME ADJOURNED to Executive Session: **3:00 p.m.**

Mayor Grider called the meeting back into Session.

TIME RETURNED from Executive Session: **3:30 p.m.**

In reference to Item C.1 –

MOTION was made by **Vice Mayor Ray**, seconded by **Councilman McKenzie**, to Approve the Development Assistance Agreement between the City of Mustang and Mustang Marketplace, LLC.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

D. DISCUSSION ITEMS

D.1 Consideration of Acceptance of Maintenance Bonds for Sewer Lines and Water Lines for Mustang Marketplace.

MOTION was made by **Councilman Leete**, seconded by **Councilman Sholund**, to Accept the Maintenance Bonds for Sewer Lines and Water Lines for Mustang Marketplace.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

D.2 Consideration of Guarantee Agreement and Surety Obligation of Mustang Marketplace, LLC for assuring completion of infrastructure for Mustang Marketplace Final Plat.

MOTION was made by **Councilman Wald**, seconded by **Councilman Sholund**, to Approve the Guarantee Agreement and Surety Obligation between the City of Mustang and Mustang Marketplace, LLC.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

D.3 Consideration of Acceptance of Permanent Easement from Mustang Marketplace, LLC to City of Mustang.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Wald**, to Approve the Permanent Easement between the City of Mustang and Mustang Marketplace, LLC.

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

D. ADJOURNMENT

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

AYE: Ray, Leete, Wald, Waugh, McKenzie, Sholund, Grider

NAY: None

Meeting was adjourned at **3:33 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk



Agenda Item No: F.4

Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Teresa Terry

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY 2023.

Recommendation:

Approve

Initiator:

Teresa Terry

Background:

Claims List for FY 2023.

Financial Impact:

\$1,215,542.86

Staff Comments:

Attachments:

[GENERAL FUND CLAIMS LIST FY23.pdf](#)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
23-1811	01-B0202	BFAC, LLC	MOBILE APP SOLUTIONS	11/2022	4532TG	3,100.00
23-1832	01-B0274	HEALTH CARE SERVICE CORPORACOBRA FOR H. EVANS		5/2023	202305178741	591.48
23-1357	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES	5/2023	128728	880.00
23-0375	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	4/2023	mt615372	30.80
DEPARTMENT TOTAL:						4,602.28
DEPARTMENT: 12		LIBRARY				
23-1489	01-B1023	BTAC UNITED ACQUISITION HOLBOOKS		4/2023	5018308949	82.69
23-1489	01-B1023	BTAC UNITED ACQUISITION HOLBOOKS		5/2023	5018293162	799.17
23-1558	01-B1156	BLACKSTONE AUDIO, INC	LARGE PRINT BOOKS	4/2023	2097607	65.37
23-0967	01-I0023	INGRAM INDUSTRIES INC.	JUVENILE BOOKS	5/2023	75797573	134.48
23-1490	01-I0023	INGRAM INDUSTRIES INC.	YA BOOKS	5/2023	75797578	284.83
23-0418	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS	4/2023	503669771	138.82
23-0418	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS	5/2023	503729300	103.88
23-0604	01-M0263	MIDWEST TAPE, LLC	JUVENILE A/V	5/2023	503729302	12.39
DEPARTMENT TOTAL:						1,621.63
DEPARTMENT: 13		PARKS AND RECREATION				
23-1303	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	4/2023	4153094484A	24.30
23-1303	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4154494967A	116.65
23-0066	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	4/2023	261063	1,061.87
23-1657	01-C1068	CDW LLC	KEYBOARD	4/2023	HZ69172	169.99
23-0219	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		5/2023	202305178755	316.50
23-0063	01-V0050	VERIZON COMMUNICATIONS INC.	HOT SPOT MONTHLY FEES	4/2023	9933105601B	135.74
23-0074	01-W0201	WEX BANK	FUEL CHARGES	4/2023	88921308	236.64
DEPARTMENT TOTAL:						2,061.69
DEPARTMENT: 15		GENERAL GOVERNMENT				
23-1686	01-C1068	CDW LLC	DYMO LABELS	4/2023	JC09188	36.64
23-0326	01-D0088	STATE OF OKLAHOMA - DEPARTMINMATE LABOR		5/2023	UNCCC-3060423	540.00
23-0219	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		5/2023	202305178755	32.70
23-0357	01-P0151	PITNEY BOWES GLOBAL FINANCILEASE ON MAIL MACHINE		4/2023	3317395024	578.88
23-0353	01-Q0082	QUADIENT LEASING USA, INC	SOFTWARE LEASE-STUFFER	5/2023	N9927268	262.18
23-0399	01-S0085	SILVER STAR CONSTRUCTION	COSTREET & MOWING CONTRACT	4/2023	33788	69,275.08
23-0350	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	5/2023	INV1498375	2,254.17
23-0310	01-S0306	SETH B SHAY	PEST CONTROL SERVICES	4/2023	42723-2	600.00
DEPARTMENT TOTAL:						73,579.65

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18		TOWN CENTER				
23-0101	01-A0110	ALL SEASON BUILDING SUPPLY		4/2023	335758	13.30
23-0091	01-A0227	ALLIED ELEVATOR SERVICES, IMONTHLY MAINTENANCE		4/2023	2152805	142.50
23-0091	01-A0227	ALLIED ELEVATOR SERVICES, IMONTHLY MAINTENANCE		5/2023	2152839	175.00
23-1168	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	4/2023	4153094484	956.12
23-1168	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4154494967	1,148.83
23-1678	01-C2231	CORY'S AUDIO VISUAL SERVICEDM VIDEO WALL PLATE		5/2023	9799	1,100.00
23-1280	01-E0115	ERC ACQUISITION, INC.	GYM WIPES	5/2023	902509	399.60
23-1439	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	4/2023	7404447735	41.48
23-1194	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES	5/2023	128730	3,595.00
23-0997	01-L0052	LOCKE SUPPLY CO	JANITORIAL SUPPLIES	5/2023	49448279-00	128.22
23-1417	01-S0380	SUMMIT FIRE & SECURITY	REPAIRS TO ALARM SYSTEM	4/2023	2131617	700.00
23-0095	01-W0139	WEATHERMAN MECHANICAL, INC	PREVENTIVE MAINTENANCE	4/2023	S-A23798	3,366.15
DEPARTMENT TOTAL:						11,766.20
DEPARTMENT: 19		BALL COMPLEX				
23-0795	01-A0110	ALL SEASON BUILDING SUPPLY		4/2023	333436	373.38
23-0113	01-A0131	A ROYAL FLUSH, LLC	DOG PARK RESTROOM	4/2023	37094	257.00
23-1584	01-A2017	AMERICAN PIZZA PARTNERS, LPPIZZA FOR CONCESSIONS		4/2023	172398	45.00
23-1584	01-A2017	AMERICAN PIZZA PARTNERS, LPPIZZA FOR CONCESSIONS		5/2023	172396	1,293.00
23-1583	01-B1019	BEN E. KEITH COMPANY	CONCESSION SUPPLIES	5/2023	66048378	5,598.03
23-0622	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	4/2023	4153821530	153.30
23-0622	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4154494958	670.66
23-1281	01-D0144	DON-CO SEWER & DRAIN	SPORTS COMPLEX REPAIRS	4/2023	5644	475.00
23-1569	01-D0144	DON-CO SEWER & DRAIN	PLUMBING REPAIRS	4/2023	5644A	50.00
23-1006	01-F0144	405 TECHNOLOGY SOLUTIONS, LFEES FOR POS SYSTEM		5/2023	2261	609.61
23-0124	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	4/2023	741024327	79.60
23-1646	01-H0165	HD SUPPLY, INC	SUPPLIES	4/2023	741161681	440.26
23-1585	01-I1119	STEPHENSON WHOLESALE CO.,	CONCESSION SUPPLIES	4/2023	7711175	297.68
23-1585	01-I1119	STEPHENSON WHOLESALE CO.,	CONCESSION SUPPLIES	5/2023	7713815	3,537.83
23-1005	01-L0052	LOCKE SUPPLY CO	REPAIR SUPPLIES	4/2023	49323356-00	18.45
23-1005	01-L0052	LOCKE SUPPLY CO	REPAIR SUPPLIES	5/2023	49414889-00	44.78
23-1723	01-M0288	RAWLINGS SPORTING GOODS CO.PRIZES FOR ADULT LEAGUE		5/2023	87713256	966.25
23-0219	01-O0055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		5/2023	202305178755	1,713.13
23-1480	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSIONS	4/2023	17004914	386.05
23-1701	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN SUPPLIES	5/2023	10181705	5,316.96
23-0738	01-P0214	PRESTIGE WORLDWIDE CONSULTISNOW CONE CUPS		5/2023	10	607.50
23-1720	01-S0062	SHAWNEE LIGHTING LLC	LIGHTING REPIAR	4/2023	2022001401	700.00
23-0797	01-S0355	SUNSHINE SWEETS, LLC	CONCESSION SUPPLIES	5/2023	1230504859	522.00
23-1801	01-S0355	SUNSHINE SWEETS, LLC	DIPNDOTS	5/2023	1230511894	522.00
23-1331	01-W0201	WEX BANK	FUEL CHARGES	4/2023	88921308A	608.04
DEPARTMENT TOTAL:						25,285.51

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
23-0197	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	CITATION ENVELOPES	5/2023	071106	614.80
23-0311	01-W0201	WEX BANK	FUEL	4/2023	88921308B	48.27
DEPARTMENT TOTAL:						663.07
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
23-0165	01-V0050	VERIZON COMMUNICATIONS INC.	CELL PHONE SERVICE	4/2023	993105601A	185.73
23-1358	01-W0201	WEX BANK	BULK FUEL	4/2023	88921308C	483.33
DEPARTMENT TOTAL:						669.06
DEPARTMENT: 41 POLICE						
23-0018	01-B0006	KARBS TOWING LLC	TOWING SERVICES	4/2023	23-51051	55.00
23-1710	01-C1001	CHARM-TEX, INC.	JAIL SUPPLIES	4/2023	0320840	207.70
23-1735	01-D0172	EIGHTY-ONE AUTO GROUP, INC	REPAIRS TO UNIT #234	5/2023	OLCS2841502	138.00
23-0040	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL/SVC	5/2023	366885	150.00
23-1134	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES PD	5/2023	128729	1,585.00
23-1165	01-M0170	DAVID L. MORRIS	VEHICLE REPAIRS	4/2023	242-041823	120.00
23-1594	01-S0373	RPS AUTO LLC	OIL CHANGES	4/2023	00543-21962	357.73
23-0080	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	5/2023	848248734	224.89
23-0083	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	3/2023	000131	333.00
23-0083	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	4/2023	000158	333.70
23-0116	01-V0050	VERIZON COMMUNICATIONS INC.	CELL PHONES & DATA USAGE	4/2023	99334336769	1,000.25
23-1573	01-V0050	VERIZON COMMUNICATIONS INC.	DISPATCH CELL PHONE MONTH	4/2023	99334336769A	34.53
23-1224	01-W0167	DYLAN WILSON	TUITION REIMBURSEMENT	5/2023	202305178753	850.00
23-1593	01-W0201	WEX BANK	MONTHLY FUEL CHARGES	4/2023	88915572A	7,038.68
DEPARTMENT TOTAL:						12,428.48
DEPARTMENT: 42 ANIMAL WELFARE						
23-0141	01-H0182	HALO ANIMAL HOSPITAL	VETERINARY SERVICES	4/2023	413481	80.00
23-1135	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES	5/2023	128727	395.00
23-1433	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	5/2023	202305178744A	268.80
23-0219	01-O0055	OKLAHOMA GAS & ELECTRIC	ELECTRIC SERVICE	5/2023	202305178755	309.91
23-1370	01-O0273	CENTRAL OKLAHOMA HUMANE SOC	VETERINARY SERVICES	5/2023	2068963	165.00
23-0151	01-P0181	ANTHONY E. LINGER	ALARM MONITORING	5/2023	20231418	41.00
23-0156	01-V0050	VERIZON COMMUNICATIONS INC.	CELL PHONES & DATA USAGE	4/2023	99334336769B	226.62
23-0164	01-W0201	WEX BANK	FUEL CHARGES	4/2023	88915572	184.05
DEPARTMENT TOTAL:						1,670.38

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51		FIRE				
23-0186	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING MAINTENANCE	5/2023	338359	8.68
23-1616	01-A0301	ASSESSMENT, INC.	PSYCHOLOGICAL TESTING	5/2023	5653	140.00
23-1519	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	4/2023	84940674	674.49
23-1734	01-C0060	CRAIG CARRUTH	2023 OSFA CONVENTION	5/2023	202305168730	120.00
23-1579	01-H1004	YOUR HEALTH LLC DBA YOUR HEPHYSICALS		4/2023	INV-000575	1,000.00
23-1341	01-N0003	NORTH AMERICAN FIRE EQUIP	MESBBA & RIT PACK FLOW TES	4/2023	1204762	2,595.00
23-1433	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	5/2023	202305178744	191.97
23-1729	01-S0230	ALLEN SYLVESTER	2023 OSFA CONVENTION	5/2023	202305178752	80.00
23-1809	01-T0002	T & W TIRE LLC	TIRE REPLACEMENT	5/2023	1090125718	115.45
23-0177	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	5/2023	2770064925	37.86
23-0178	01-V0050	VERIZON COMMUNICATIONS INC.	AIR TIME FOR TABLETS	4/2023	9933436770	520.13
23-1210	01-W0201	WEX BANK	FUEL CHARGES	4/2023	88923932	1,581.78
DEPARTMENT TOTAL:						7,065.36
DEPARTMENT: 61		STREETS				
23-0219	01-O0055	OKLAHOMA GAS & ELECTRIC	COM ELECTRIC SERVICE	5/2023	202305178755	298.14
DEPARTMENT TOTAL:						298.14
FUND TOTAL:						141,711.45

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
23-1274	01-G0116	GRIDSHIFT SOLUTIONS, LLP 3 SOLAR FLASHING SIGNS		1/2023	1320	3,881.00
23-1454	01-S0085	SILVER STAR CONSTRUCTION COMISC CONTRACTUAL SERVICES		4/2023	33787	577.10
DEPARTMENT TOTAL:						4,458.10
FUND TOTAL:						4,458.10

FUND: 07 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
23-1752	01-00970	TAMMI SAUER	AUTHOR VISIT 06/12/23	5/2023	202305178751	680.16
23-1751	01-F0196	FINER ARTS OKLAHOMA	PUPPETRY/IMPROV/STORY	5/2023	202305168732	200.00
23-1744	01-G0081	DANNY GORDON	GUIDED ART WKSP	5/2023	202305168733	300.00
23-1747	01-H1040	MONTY HARPER	MUSICAL PERFORMANCE	5/2023	202305168734	700.00
23-1753	01-K0131	MELISSA KERFOOT	COSPLAY PROGRAM	5/2023	202305168736	40.00
23-1748	01-O9002	OKC IMPROV FOUNDATION	INTERACTIVE IMPROV	5/2023	202305178745	250.00
23-1746	01-P1008	MICHAEL PAHSETOPAH	NATIVE AMERICAN STORYTELL	5/2023	202305178749	500.00
23-1745	01-S0316	FRANCES O. STALLINGS	MULTICULTURE STORY	5/2023	202305178750	800.00
DEPARTMENT TOTAL:						3,470.16
FUND TOTAL:						3,470.16

FUND: 11 - PARK'S DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
23-1546	01-A0294	GEORGE E DECHER	INFLATABLES FOR EGGSTRAVA	4/2023	260	508.75
23-1521	01-B1026	B&C APPAREL, LLC	STAFF SHIRTS	4/2023	2206	450.00
23-1654	01-B1026	B&C APPAREL, LLC	SHIRTS FOR WARRIOR	5/2023	2255	1,050.00
23-1653	01-D0237	DYNAMIC DISTRIBUTION CO.	DISC GOLF SUPPLIES	4/2023	042823	2,924.39
DEPARTMENT TOTAL:						4,933.14
FUND TOTAL:						4,933.14

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
23-0116	01-V0050	VERIZON COMMUNICATIONS INC.CELL PHONES & DATA USAGE			4/2023 99334336769	968.65
DEPARTMENT TOTAL:						968.65
FUND TOTAL:						968.65

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
23-1454	01-S0085	SILVER STAR CONSTRUCTION COMISC CONTRACTUAL SERVICES			4/2023 33787	18,096.79
DEPARTMENT TOTAL:						18,096.79
FUND TOTAL:						18,096.79

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		CITY ATTORNEY				
23-1644	01-R0203	RFIP, INC.	NETWORK DROP COUNCIL CHAM	4/2023	SI-000578	315.00
DEPARTMENT TOTAL:						315.00
DEPARTMENT: 20		AQUATICS				
23-1619	01-C1192	CENTRAL OKLAHOMA WINNELSON	REPLACEMENT BATHROOM SINK	4/2023	07078000	7,755.27
23-1660	01-S9983	SUNBELT POOLS, INC	SPRAY AND PLAY WATER	4/2023	1024	2,000.00
DEPARTMENT TOTAL:						9,755.27
DEPARTMENT: 41		POLICE				
23-1674	01-C1068	CDW LLC	NETMOTION FULL PLATFORM	4/2023	JF52928	5,625.00
DEPARTMENT TOTAL:						5,625.00
DEPARTMENT: 72		WATER				
23-0251	01-C1197	CORE & MAIN LP	WATER LINE PARTS	3/2023	S565086	2,127.04
23-0687	01-L0052	LOCKE SUPPLY CO	WATER LINE PARTS	4/2023	49313897-00	4.98
23-0687	01-L0052	LOCKE SUPPLY CO	WATER LINE PARTS	5/2023	49347697-00	92.91
DEPARTMENT TOTAL:						2,224.93
FUND TOTAL:						17,920.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
23-1760	01-C0297	CENTRAL ANESTHESIA ASSOCIAT	WC CLAIM #2022-14	5/2023	202305168729	800.53
23-0039	01-H0174	HEALTHSMART BENEFIT SOLUTI	MONTHLY SERVICE FEE	5/2023	396019	125.00
23-1812	01-H0174	HEALTHSMART BENEFIT SOLUTI	WC CLAIM #2023-03	5/2023	396019A	140.00
23-1795	01-I0053	INDEPENDENT MEDICAL EXAMIN	WC CLAIM #2009-07	5/2023	202305168735	50.00
23-1727	01-M0267	MEDICAL CLAIMS REVIEW SERV	MED., BILL AUDIT FEE	4/2023	202305168739	502.26
23-1728	01-M0319	MITCHELL INTERNATIONAL, INC	WC CLAIM #2022-14	5/2023	202305168737	26.71
23-1794	01-M1237	MCBRIDE CLINIC ORTHOPEDIC	HWC CLAIM #2022-14	5/2023	202305168738	190.78
23-1796	01-W0108	SERVVRX, INC.	WC CLAIM #2009-07	5/2023	202305178754	2,444.71
DEPARTMENT TOTAL:						4,279.99
FUND TOTAL:						4,279.99

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
23-1787	01-01520	SAFE & SECURE STORAGE	JUNE 2023 STORAGE UNITS	5/2023	202305238758	230.00
DEPARTMENT TOTAL:						230.00
FUND TOTAL:						230.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
23-0388	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	5/2023	7426	10,211.08
23-1903	01-G0141	BRIAN GRIDER	MILEAGE REIMBURSEMENT	5/2023	202306018885	150.00
23-1690	01-R0138	R.D. GRACE (GRACE & SONS	APCITY OF MUSTANG VS LOREN	5/2023	23990169B	2,406.25
23-1821	01-S1114	SPENCER FANE	DHD CORP. V. CITY OF MUST	5/2023	1188904	5,120.00
23-0391	01-W0001	WHEATLEY, SEGLER, OSBY, LLC	CITY PROSECUTOR	5/2023	202306018883	840.00
DEPARTMENT TOTAL:						18,727.33
DEPARTMENT: 11 CITY MANAGER						
23-1357	01-J1071	JAN-PRO OF OKC	CLEANING SERVICES	6/2023	129560	880.00
23-0368	01-M0180	MUSTANG CHAMBER OF COMMERCE	LUNCHEONS & BANQUETS	5/2023	18746	40.00
23-0375	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	4/2023	MT615399	162.00
23-0375	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	5/2023	MT615507	155.00
DEPARTMENT TOTAL:						1,237.00
DEPARTMENT: 12 LIBRARY						
23-1489	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	5/2023	5018318248	701.93
23-1490	01-I0023	INGRAM INDUSTRIES INC.	YA BOOKS	5/2023	76015251	74.29
23-1771	01-I0023	INGRAM INDUSTRIES INC.	JUVENILE BOOKS	5/2023	76015252	365.75
23-0418	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS	5/2023	503791756	87.88
DEPARTMENT TOTAL:						1,229.85
DEPARTMENT: 13 PARKS AND RECREATION						
23-1842	01-C0086	CHAPPELL SUPPLY & EQUIPME	PRESSURE WASHER	5/2023	344526-IN	1,437.87
23-1303	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4155896518A	13.09
23-1835	01-U6000	ULINE	CABINET DOLLIES	5/2023	163726564	780.24
23-0063	01-V0050	VERIZON COMMUNICATIONS INC.	HOT SPOT MONTHLY FEES	5/2023	9935482374A	135.76
DEPARTMENT TOTAL:						2,366.96
DEPARTMENT: 15 GENERAL GOVERNMENT						
23-0958	01-A1000	ATWOOD DISTRIBUTING L.P.	ATWOODS SALES TAX PAYABLE	6/2023	202305318856	21,776.14
23-0351	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	5/2023	202305318857	31.66
23-0310	01-S0306	SETH B SHAY	PEST CONTROL SERVICES	5/2023	5302301	600.00
DEPARTMENT TOTAL:						22,407.80

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18 TOWN CENTER						
23-1168	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4155896518	480.81
23-1677	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4156596569	513.72
23-1236	01-F0078	DAIOHS USA, INC	COFFEE SUPPLIES	5/2023	367741	73.35
23-1439	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	4/2023	743844772	32.48
23-1439	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	5/2023	743872657	335.75
23-0108	01-00211	JONATHAN GRIDER	FITNESS EQUIPMENT REPAIRS	5/2023	6211	168.00
23-1195	01-00211	JONATHAN GRIDER	FITNESS EQUIPMENT REPAIRS	5/2023	6235	302.06
DEPARTMENT TOTAL:						1,906.17
DEPARTMENT: 19 BALL COMPLEX						
23-1229	01-A0131	A ROYAL FLUSH, LLC	PORTA POTTIES AT DOG PARK	5/2023	3736464	257.00
23-1584	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	5/2023	179863	377.00
23-1777	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	5/2023	258246	1,137.00
23-1647	01-B0154	ICE MAKER SALES & SERVICE,	FRIDGE EQUIPMENT REPAIRS	5/2023	1095812-IN	457.18
23-1786	01-B1019	BEN E. KEITH COMPANY	SUPPLIES FOR CONCESSIONS	5/2023	66068538	4,263.64
23-0622	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	5/2023	4155896582	165.09
23-1816	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL AND PAPER	5/2023	4156596567	368.85
23-1876	01-C1068	CDW LLC	APPLE 10.9 IPADS (3)	5/2023	JT13398	1,300.38
23-1891	01-D0237	DYNAMIC DISTRIBUTION CO.	FREIGHT	5/2023	inv7420	56.46
23-1646	01-H0165	HD SUPPLY, INC	SUPPLIES	5/2023	745228114	352.30
23-1585	01-I1119	STEPHENSON WHOLESALE CO.,	CONCESSION SUPPLIES	5/2023	7721798	1,572.19
23-1852	01-K0138	KLEMENT DISTRIBUTION INC.	ICE CREAM	5/2023	10314176	679.29
23-1480	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSIONS	5/2023	09216654A	27.52
23-1701	01-P0144	BOTTLING GROUP, LLC	FOUNTAIN SUPPLIES	5/2023	09216654	2,683.04
23-1854	01-P0144	BOTTLING GROUP, LLC	BEVERAGE SUPPLIES	5/2023	09216654B	1,382.00
23-1826	01-P0214	PRESTIGE WORLDWIDE CONSULTI	JOHNNY FREEZ CUPS	5/2023	11	650.25
23-1801	01-S0355	SUNSHINE SWEETS, LLC	DIPNDOTS	5/2023	1230523955	348.00
23-1853	01-S0355	SUNSHINE SWEETS, LLC	DIPNDOTS	5/2023	1230523953	812.00
DEPARTMENT TOTAL:						16,889.19
DEPARTMENT: 20 AQUATICS						
23-1856	01-D0144	DON-CO SEWER & DRAIN	PLUMBING REPAIRS	5/2023	5819	375.00
23-1855	01-S1002	STERLING J BEECROFT	ELECTRICAL REPAIRS	5/2023	4933	219.00
DEPARTMENT TOTAL:						594.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
23-1776	01-L0070	LUTHER SIGN CO.	SIGNS FOR WILD HORSE	5/2023	13443	1,319.31
23-0169	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	4/2023	MT615395	182.70
23-0165	01-V0050	VERIZON COMMUNICATIONS INC.	CELL PHONE SERVICE	5/2023	9935482374	185.73
DEPARTMENT TOTAL:						1,687.74
DEPARTMENT: 41		POLICE				
23-1367	01-C0050	SM COKER ENTERPRISES LLC	MISC PLUMBING REPAIRS	5/2023	202305318858	245.00
23-1799	01-C1068	CDW LLC	REPLACEMENT TRIPP LITE	5/2023	JR72504	833.80
23-1504	01-F4474	FIRETROL PROTECTION SYSTEMS	SPRINKLER & EXTINGUISHER	3/2023	100842193	79.50
23-1185	01-G0204	BOYD GROUP U S INC	DEDUC. UNIT 228 REPAIRS	1/2023	5001911034	1,000.00
23-1862	01-J0145	JOHNSON AUTO GLASS	ROCK CHIP REPAIR, UNIT #2	5/2023	782980	75.00
23-1696	01-M1160	MOTOROLA SOLUTIONS INC	V300 MOLLE MOUNT	5/2023	8281624955	800.00
23-0058	01-S0330	STREETS, LLC	HVAC MAINTENANCE	5/2023	S184-0523A	1,642.00
23-0116	01-V0050	VERIZON COMMUNICATIONS INC.	CELL PHONES & DATA USAGE	5/2023	9935811737B	1,000.25
23-1573	01-V0050	VERIZON COMMUNICATIONS INC.	DISPATCH CELL PHONE MONTH	5/2023	9935811737	35.53
DEPARTMENT TOTAL:						5,711.08
DEPARTMENT: 42		ANIMAL WELFARE				
23-0138	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS FEES	5/2023	LET-010037	15.00
23-0144	01-M0236	MUSTANG VETERINARY HOSPITAL	VETERINARY SERVICES	5/2023	47784248	186.84
23-1370	01-O0273	CENTRAL OKLAHOMA HUMANE SOC	VETERINARY SERVICES	5/2023	2072219	230.00
23-0153	01-S0330	STREETS, LLC	HVAC MAINTENANCE	5/2023	S184-0523	128.00
23-1911	01-V0050	VERIZON COMMUNICATIONS INC.	WIRELESS DATA TERMINAL	5/2023	9935811737A	226.62
DEPARTMENT TOTAL:						786.46
DEPARTMENT: 51		FIRE				
23-0184	01-A0039	A.S.C. INCORPORATED	VEHICLE REPAIR/MAINT.	5/2023	181081	44.80
23-0186	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING MAINTENANCE	5/2023	340190	38.40
23-1519	01-B0137	BOUND TREE MEDICAL LLC	EMS SUPPLIES	5/2023	84960690	379.30
23-1860	01-C0065	CASCO INDUSTRIES, INC.	BUNKER BOOTS	5/2023	251526	1,050.00
23-1886	01-C0299	CENTRAL POWER SYSTEMS AND	ANNUAL SERVICE CONTRACT	5/2023	R118006001:01	750.00
23-1840	01-D0033	DBL DESIGN, LLC	BP-3 TIRES	5/2023	3625	5,056.00
23-1708	01-I1129	IMHOFF GARAGE DOORS	GARAGE DOOR REPLACEMENTS	5/2023	23135	16,530.00
23-1863	01-O0028	OMNIWARN LLC	REPLACE LEAD ACID	5/2023	1001	950.08
23-1879	01-O1178	OKLAHOMA STATE DEPARTMENT	OEMRA RENEWAL	5/2023	202305318863	20.00
23-0866	01-S0088	SPECIAL OPS UNIFORMS, INC	UPDATE CLASS A UNIFORMS	5/2023	339587	26.00
23-1884	01-S0348	STRYKER SALES, LLC	LIFEPACK REPAIR	5/2023	4159018M	537.20
23-0178	01-V0050	VERIZON COMMUNICATIONS INC.	AIR TIME FOR TABLETS	5/2023	9935482374B	520.13
DEPARTMENT TOTAL:						25,901.91

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
23-0219	01-00055	OKLAHOMA GAS & ELECTRIC COMELECTRIC SERVICE		5/2023	202305318862	124.45
DEPARTMENT TOTAL:						124.45
FUND TOTAL:						99,569.94

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
23-1765	01-C1068	CDW LLC	HP INK CARTRIDGE	5/2023	JM03036	212.56
DEPARTMENT TOTAL:						212.56
FUND TOTAL:						212.56

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
23-0025	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS FEES	5/2023	LET-010037A	560.00
DEPARTMENT TOTAL:						560.00
FUND TOTAL:						560.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
23-1479	01-02067	OKLAHOMA DEPARTMENT OF CORR4 BENCHES FOR ADOPT PROG			5/2023 111923	1,820.00
DEPARTMENT TOTAL:						1,820.00
FUND TOTAL:						1,820.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
23-0116	01-V0050	VERIZON COMMUNICATIONS INC.CELL PHONES & DATA USAGE			5/2023 9935811737C	967.65
DEPARTMENT TOTAL:						967.65
FUND TOTAL:						967.65

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
23-1819	01-C1068	CDW LLC	SWITCH FOR CAMERAS	5/2023	JP78216	3,354.19
DEPARTMENT TOTAL:						3,354.19
DEPARTMENT: 15 GENERAL GOVERNMENT						
23-1844	01-N0075	NINJA ONE, LLC	NINJA PRO	5/2023	INV08653781	9,768.00
DEPARTMENT TOTAL:						9,768.00
DEPARTMENT: 68 MIA - GENERAL GOVT						
23-1680	01-J1066	JOE COOPER CHEVROLET CADILLACHEVY 4WD 1500 CREW CAB		5/2023	FP255323	40,776.00
DEPARTMENT TOTAL:						40,776.00
DEPARTMENT: 72 WATER						
23-0251	01-C1197	CORE & MAIN LP	WATER LINE PARTS	5/2023	S852894	372.96
23-0687	01-L0052	LOCKE SUPPLY CO	WATER LINE PARTS	3/2023	48867484-01	1.51
23-0687	01-L0052	LOCKE SUPPLY CO	WATER LINE PARTS	5/2023	49542194-00	9.82
23-0252	01-P0049	PIONEER SUPPLY, LLC	WATER METERS	5/2023	INV37958	636.19
DEPARTMENT TOTAL:						1,020.48
FUND TOTAL:						54,918.67

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 00		ADMINISTRATION					
23-1889	01-M0267	MEDICAL CLAIMS REVIEW SERVIMEDICAL BILL AUDIT FEE			5/2023	202305318860	75.15
23-1890	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC CLAIM #2022-14			5/2023	202305318859	9,414.29
DEPARTMENT TOTAL:						9,489.44	
FUND TOTAL:						9,489.44	

CITY OF MUSTANG

June 6, 2022

SUPPLEMENTS NEEDED TO ORIGINAL
PO'S ON 7/12/22 CLAIMS LIST

GENERAL FUND

GF FY23

	VENDOR NAME	ACCOUNT #	DESCRIPTION	AMOUNT/YEAR
23-0958	ATWOODS	01-515-5398	2% SALES TAX PAYABLE INCENTIVE	\$ 6,336.12
			Dept. Total	\$ 6,336.12
23-1387	GENERAL RESERVE FUND	01-516-5802	TRANSFER HOTEL TAX COLLECTED	\$ 5,000.00
23-1388	LIMITED PURPOSE FUND	01-516-5839	10% EXCESS OVER \$800,000	\$ 60,000.00
23-1389	MUSTANG IMPROVEMENT AUTH. FUND	01-516-5868	SALES TAX TRANSFER (2 CENT TRANSFER)	\$ 750,000.00
			Dept. Total	\$ 815,000.00

PERSONAL SERVICE FUND

	VENDOR NAME	ACCOUNT #	DESCRIPTION	AMOUNT
23-1392	General Fund	15-541-5801	Transfer 10% P.S. - Police	\$ 15,000.00
23-1393	General Fund	15-551-5801	Transfer 10% P.S. - Fire	\$ 15,000.00
			Dept. Total	\$ 30,000.00
	PERSONAL SERVICE FUND TOTAL			\$ 30,000.00

JUVENILE FUND

	VENDOR NAME	ACCOUNT #	DESCRIPTION	AMOUNT
23-1394	GENERAL FUND	17-541-5801	TRANSFER TO GENERAL FUND	\$ 600.00
			Dept. Total	\$ 600.00
	JUVENILE FUND TOTAL			\$ 600.00

JUNE 2023 VISA

<u>DEPT</u>		
501	ATTORNEY	\$ 500.00
511	CITY MANAGER	\$ 3,000.00
512	LIBRARY	\$ 10,000.00
513	PARKS & RECREATION	\$ 14,000.00
515	GENERAL GOVERNMENT	\$ 2,000.00
518	TOWN CENTER	\$ 500.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 1,500.00
541	POLICE	\$ 10,000.00
551	FIRE	\$ 7,000.00
TOTAL		\$ 49,000.00

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



Agenda Item No: F.5

Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Julie Slupe

Background:

Past Due Accounts for May 2023.

Financial Impact:

788.88

Staff Comments:

Attachments:

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

NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE
LENERIKA M JENKINS	OKLAHOMA CITY, OK 73099	\$149.86
BRITTNEY JEAN LAGALY	PIEDMONT, OK. 73078	\$91.73
HEATHER V NAJERA	MUSTANG, OK. 73064	\$53.96
KARLA YANETH PACHECO WILSON	OKLAHOMA CITY, OK 73179	\$102.05
JESSICA RACHELLE ROSSE	MUSTANG, OK. 73064	\$61.94
LILLYANN GRACE SALAZAR	UNION CITY, OK. 73090	\$65.00
JACE SMITH	MUSTANG, OK. 73064	\$60.98
COURTNEY WALLACE	YUKON, OK. 73099	\$72.45
MELISSA KAY WEST	MUSTANG, OK. 73064	\$35.98
MELISSA KAY WEST	MUSTANG, OK. 73064	\$94.93

TOTAL FOR INDIVIDUALS	\$657.97
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TOTAL FOR FAMILY GROUP	\$130.91
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OVERALL TOTAL	\$788.88
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Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 23-036 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2022-2023 Fiscal Year Budget by \$25,075.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The Library Department received \$25,075 from the Canadian County Educational Facilities Authority for fiscal year 2023. This portion represents the funding for the Library Consortium and will be used towards equipment, supplies and programs.

Financial Impact:

\$25,075

Staff Comments:

Attachments:

[Resolution 23-036 - Supplemental Appropriation - Library Fund.pdf](#)

RESOLUTION NO. 23-036

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2022-2023 FISCAL YEAR BUDGET BY \$25,075.

WHEREAS, The Library Department received \$25,075 from the Canadian County Educational Facilities Authority for fiscal year 2023. This portion represents the funding for The Library Consortium and will be used towards equipment, supplies and programs;

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:	
Grants (07-45111)	<u>\$25,075</u>
Expenditures:	
Grant – Misc. (07-507-5611)	<u>\$25,075</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **6th** day of **June 2023**.

Mayor

ATTEST:

City Clerk



Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Agreement between the City of Mustang and Mustang Public School System to Provide School Resource Officers for the 2023-2024 School Year.

Recommendation:

Approve

Initiator:

Rob Groseclose

Background:

Attached, for your information and review, is a proposed agreement between the City of Mustang and Mustang Public Schools for the purpose of providing three (3) School Resource Officers for the FY23/24 school year, each day the school is in session, which is a total of 173 instructional days. If agreement is approved, the City of Mustang would be reimbursed a total amount of \$265,636 of a total cost of \$354,181.33 for these three positions.

Financial Impact:

\$88,545.33

Staff Comments:

Staff recommends approval

Attachments:

[20230517145130146.pdf](#)

**AGREEMENT BETWEEN THE CITY OF MUSTANG
AND MUSTANG PUBLIC SCHOOL SYSTEM
2023-2024 SCHOOL YEAR**

This agreement entered into between the City of Mustang ("CITY") and the Independent School District No. I-069, Mustang Public School System ("SCHOOL");

Whereas, the SCHOOL has need for three or more full-time, on duty police officers to serve Mustang Public Schools, High School/Middle School campus in the boundaries of the CITY each day school is in session; and

Whereas, the CITY has determined that it is in the best interest of students and residents to provide protection services to the SCHOOL for the purposes, terms and conditions as stated herein;

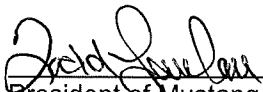
Now, therefore, for the consideration as stated herein, the parties agree as follows:

1. The CITY will furnish the services of three (3) experienced Mustang police officers (including one (1) first line supervisor) to the SCHOOL no earlier than 7:30 a.m. and no later than 4:30 p.m. each day SCHOOL is in session during the 2023-2024 SCHOOL year, a total of 173 instructional days. The officers will work four 8 ½ hour days & one 8 hour day within the stated time frame with a lunch break in accordance with established policy of the Mustang Police Department. If an unforeseen event occurs where one or all three of the assigned officers cannot be present, the CITY will not furnish a substitute officer for that designated period. The CITY agrees to refrain from scheduling all officers off at the same time for training or any other regular foreseen event, unless a substitute officer is scheduled. The CITY further agrees to consult with the SCHOOL principal regarding scheduling of required training and other necessary foreseen events.
2. Both parties will approve the designation of the police officers and supervisor assigned to the SCHOOL under the terms of this contract. The SCHOOL may request the replacement of the assigned officers, for cause, with thirty (30) days written notice to the Chief of Police, unless this requirement is waived at the sole discretion of the Chief of Police.
3. The primary duty of the assigned officers is to provide community policing law enforcement services on campus, including crime deterrence, crime detection, criminal investigation and apprehension of offenders. It is expressly provided that the services described in this Agreement will not include assignments or duties occurring outside the hours set forth herein or outside the municipal boundaries of the CITY. The CITY is committed to having on duty Mustang police officers working in the SCHOOL to deliver community policing law enforcement services and is willing to work with the SCHOOL to provide additional officers as requested by the SCHOOL when police staffing allows.
4. It is fully understood and agreed by the parties that the assigned officers are, at all times pertinent to this agreement, police officers certified by the State of Oklahoma, commissioned and employed by the CITY. The assigned officers will, at all material times, be under the supervision of the Mustang Police Department. Direction, assignments and duties involving the officers will be coordinated between an appointed representative of the SCHOOL and the Mustang Chief of Police or his/her designee. The assigned officers shall at no time be considered to be in the chain of command of any SCHOOL administrator, or in any other way have their law enforcement actions controlled by any SCHOOL official or employee.
5. The SCHOOL will make reasonable efforts to provide the assigned officers an office area with appropriate furnishings where he/she would be available to students and or perform tasks related to this assignment.

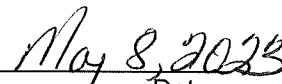
6. In consideration for the services provided through this Agreement, the SCHOOL agrees to pay the CITY a total amount of \$265,636 limited to 2023-24 SCHOOL year only, which is the approximate salary, benefits and expenses to the CITY for three (3) experienced police officers (including one first level supervisor) for 173 instructional days. This amount will be paid in nine (9) equal monthly payments, payable on the day following the regular scheduled board meeting for the previous month's services. The first payment will be due on or before September 15, 2023.
7. Should the CITY'S full-time commissioned police officer staffing decrease to a level which jeopardizes the safe and efficient delivery of critical police services to the CITY; the Chief of Police shall retain the right to suspend the school resource officer program in whole or in part based upon the staffing shortage. Reasonable efforts shall be made to maintain the officer assigned to Mustang High School. The SCHOOL at that time agrees to pay the CITY, \$88,545.33, the approximate annual salary and associated costs for each experienced school resource officer, limited to 2023-24 SCHOOL year only. The terms of payment shall be as agreed upon in paragraph six (6) of this agreement.
8. This agreement may be canceled by either party upon thirty (30) days written notice to the other. For notice given to the CITY, notice shall be provided to the City Manager. For notice given to the SCHOOL, notice shall be provided to the Chairman of the Mustang School Board.
9. The CITY appoints the Chief of Police and the SCHOOL appoints the Superintendent as their respective designees for carrying out the terms of this Agreement, including the assignment of duties to the assigned police officer.

Mayor, City of Mustang

Date



President of Mustang Board of Education



Date



Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Melissa Helsel

Submitting Department: Community Development

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Application for Speed Table on N Centennial Way.

Recommendation:

Approve or Deny Speed Table Application

Initiator:

Melissa Helsel

Background:

An application was received from residents on W Continental Way and N Centennial Way for a Speed Table between 800 and 801 N Centennial Way.

Since the new section of Hyde Park Addition has developed north of this area, residents have reported a lot of speeding from W. Harvard Way coming south on Centennial. Many residents on W Continental Way report issues at the intersection of Centennial and Continental.

At least 75% of the residents in the vicinity have signed the petition, including both property owners whose property would be adjacent to the speed table.

The Traffic Commission recommended approval of this speed table at their May 18, 2023 special meeting. Please see attached minutes.

Financial Impact:

\$3,000 approximately

Staff Comments:

Staff recommends approval of this speed table. It will be included in the 2023-2024 fiscal year budget. The applicants have met the requirements for approval.

Attachments:

[CC Speed Table Continental 6-6-23.pdf](#)

V. Discussion, Consideration and Possible Action on the Following Requests:

a. Request for Speed Table on N Centennial Way

Ms. Helsel explained the request for a speed table on N Centennial Way and how the item, if approved, would be able to be placed on this fiscal year's budget instead of the following year's budget because of the approaching budget turnover date. She explained how the particular speed table has been requested to be placed in an area that now links to a new subdivision, Hyde Park, from existing subdivisions, Whippoorwill Manor and Twin Coves, and how that has created more traffic. Ms. Helsel mentioned that complaints were received from the existing residents in the area about speeding.

Mr. Russell commented about the location of the newer subdivision, Hyde Park, and how it was unique in its position being in the back of an existing established area.

Ms. Helsel explained how Hyde Park was established with two separate parts with different access on the North side through Quail Lake Estates and the South side through Whippoorwill Manor and Twin Coves. She explained that Kelly Walbaum, 801 N. Centennial Way, had sent in the application after working to get support and signatures from her neighbors. **Ms. Helsel** explained that more than 75% of the neighbors in this area has signed in support of the application and that they hoped to have the speed table placed between 800 and 801 N Centennial Way, where both residents agreed to the placement.

Chief Groseclose commented to say that he could not see the house located at 800 N. Centennial Way on the map.

Ms. Helsel corrected to say that the house chose to face to the North for the construction and was actually addressed as 1412 W. Continental Way, but is still in the correct position for placement for the speed table.

Chief Groseclose said that his main concern was just making sure that both property owners in which the speed table would be placed in front of were both in agreement on the placement.

Chief Groseclose made a motion to recommend approval of this speed table application to the City Council. **Mr. Shawn** seconded the motion. The motion was approved unanimously.



Continental Way

905

901

Gutter Force LLC

N Centennial Way

N Centennial Way

Continental Way

1413

1412

808

Continental Way

1409

1408

Continental Way

1405

1404

Google

SAMPLE SIGNATURE FORM

The residents along (N. Centennial Way) in Mustang, Oklahoma would like the City of Mustang to install a speed table to be located at (N. Centennial Way & Continental Way) for the purpose of controlling speed and maintaining the residential characteristics of our neighborhood in the (Twin Coves).

Van Kervs 1301 Continental Way Van Kervs
Name Address Signature

Jim Reed 1305 Continental Way Jim Reed
Name Address Signature

LORI J. Smith 1313 Continental Way Lori J. Smith
Name Address Signature

Shannon Culbourn 1317 Continental Way Shannon Culbourn
Name Address Signature

Ethel Evelyn Edwards - 716 N. Centennial E. Evelyn Edwards
Name Address Signature

V. Lanny Edwards 716 N. Centennial Way V. Lanny Edwards
Name Address Signature

Kelly WABBAUM 801 N. CENTENNIAL WAY Kelly Wabbaum
Name Address Signature

Name Address Signature

Name Address Signature

Name Address Signature

Name Address Signature

The residents along (N. Centennial Way) in Mustang, Oklahoma would like the City of Mustang to install a speed table to be located at (N. Centennial Way & Continental Way) for the purpose of controlling speed and maintaining the residential characteristics of our neighborhood in the (Twin Coves).

MICHAEL C. LANE
Michael C. Lane 1412 CONTINENTAL WAY M. C. Lane

Name

Address

Signature

TOM SHIPP 905 CENTENNIAL WAY MUSTANG

Name

Address

Signature

Charlotte Shipp 905 N Centennial way Charlotte Shipp

Name

Address

Signature

ERIC Bloomstedt 1413 continental way mustang

Name

Address

Signature

Cynthia Foote 901 N. Centennial way Cynthia Foote

Name

Address

Signature

Victoria Lasinsky 1408 Continental Victoria Lasinsky

Name

Address

Signature

Rand Stucky 1404 Continental way Rand Stucky

Name

Address

Signature

Dickey W. Lilly 1400 Continental Way Dickey W. Lilly

Name

Address

Signature

Elizabeth Bumann 1312 Continental Way Elizabeth Bumann

Name

Address

Signature

Chni Henous 1308 continental way Chni Henous

Name

Address

Signature

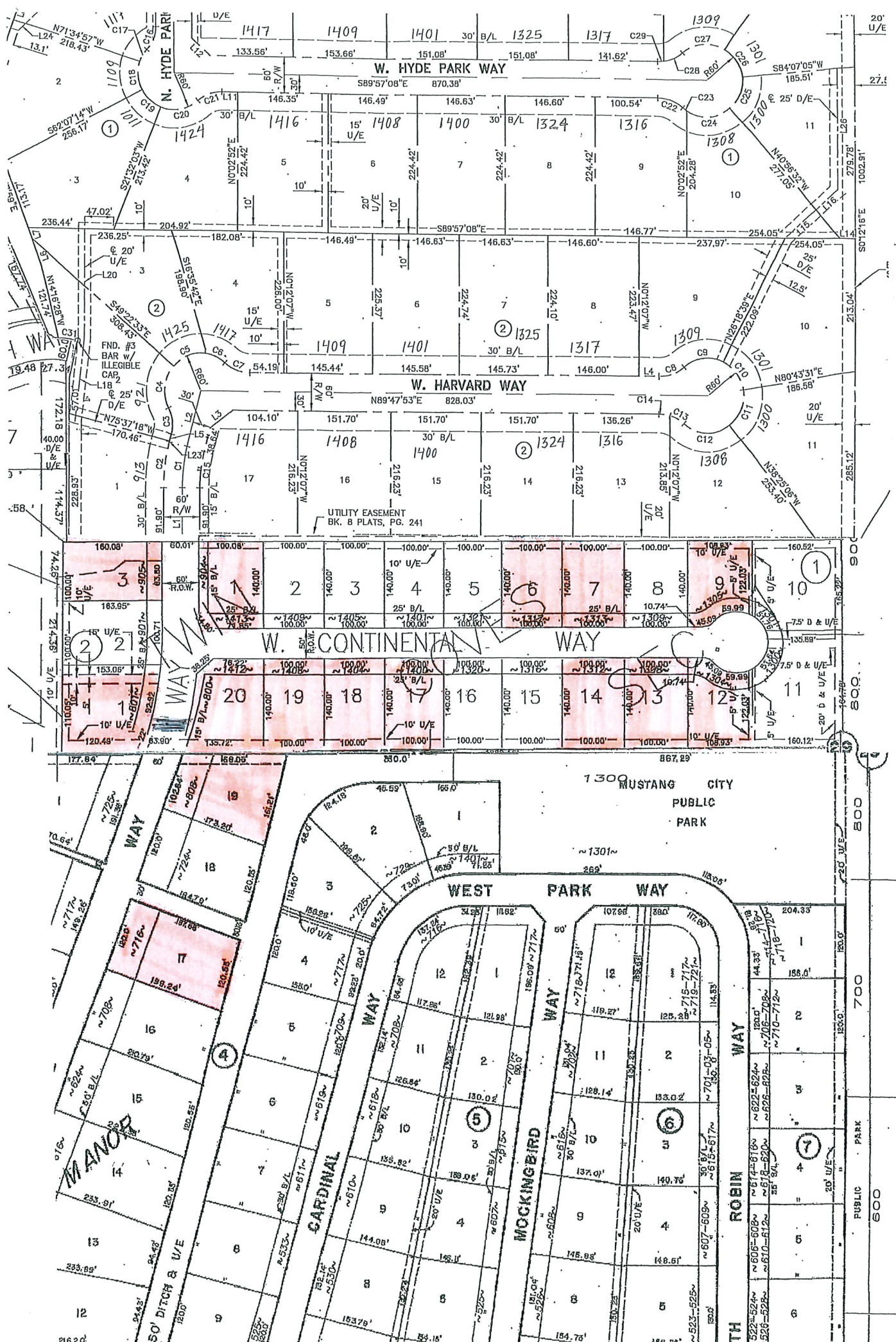
KATHI MARTIN 1304 continental way KATHI MARTIN

Name

Address

Signature

Darren Smith 808 N. CENTENNIAL WAY Darren Smith





Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Janet Watts

Submitting Department: Managerial Department

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Public Hearing and Consideration of Resolution 23-037, Approving the Fiscal Year 2023-2024 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

A resolution of the governing body of the City of Mustang, Oklahoma, Budget for the Fiscal Year 2023-2024 and establishing budget amendment authority.

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in O.S. Sections 17-201 through 17-216; and the City Manager has prepared a budget for the fiscal year ending June 30, 2024 (fiscal year 2023-2024) consistent with the Act; and in section 17-215 provides the Chief Executive Office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund(s); and the budget has been formally presented to the Mustang City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and the governing body has conducted a Public Hearing on the proposed budget for the fiscal year ending June 30, 2024, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act.

Financial Impact:

\$105,771,650

Staff Comments:

Attachments:

[Resolution 23-037 - FY2024 Budget.pdf](#)

RESOLUTION 23-037

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MUSTANG, OKLAHOMA, BUDGET FOR THE FISCAL YEAR 2023 - 2024 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.

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

Whereas, the City Manager has prepared a budget for the fiscal year ending June 30, 2024 (fiscal year 2023-2024) consistent with the Act; and

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

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

Whereas, the governing body has conducted a Public Hearing on the proposed budget for the fiscal year ending June 30, 2024, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act, and

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

Section 1: The City Council of the City of Mustang does hereby adopt the fiscal year 2023-2024 budget on the 6th day of June 2023 with total resources available in the amount of \$105,771,650 and total fund/departmental appropriations of \$105,771,650 (including reserves of \$31,414,441). Legal appropriations (spending and/or encumbering limits) hereby established as provided in Appendix A to this Resolution.

Section 2: The City Council does hereby authorize the City Manager, or designee, to transfer any unexpended and unencumbered appropriations, at any time throughout fiscal year 2023-2024, from one department to another within a fund, without further approval by the City Council.

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

PASSED AND APPROVED this **6th** day of **June 2023**.

Mayor

ATTEST:

City Clerk

**APPENDIX A
CITY OF MUSTANG
PROPOSED BUDGET
FY 2022-2023**

	Fund 01		Fund 39	Fund 27		Fund 69		
	Special Revenue		Capital Projects	Debt Service	Enterprise	Internal Service		
	General Fund	Funds	Fund	Fund	Funds	Fund	Total Funds	
BEGINNING FUND BALANCE	\$ 5,000,000	\$ 2,100,070	\$ 3,000,000	\$ 200,000	\$ 13,385,000	\$ 775,000	\$ 24,460,070	
NET WORKING CAPITAL - PROJECTED								
2016 Restricted Carryover					1,250,000		1,250,000	
2017 Restricted Carryover					3,495,200		3,495,200	
2020 Restricted Carryover					2,314,300		2,314,300	
2020A Restricted Carryover					305,700		305,700	
RESOURCES:								
Ad Valorem Taxes				283,000			283,000	
Grants		152,225					152,225	
Charges for Services	1,350,400				10,347,000		11,697,400	
Other Fees		15,000				300,000	315,000	
Tax and Franchise Fees	16,382,000				13,500,000		29,882,000	
Licenses and Permits	387,300						387,300	
Fines	410,335	13,000					423,335	
Interest Income	12,000	6,390	9,000	1,000	31,750	2,000	62,140	
Miscellaneous Revenues	444,345	49,300	118,500		2,124,206	3,000	2,739,351	
Transfers	10,569,000	991,225	2,145,000		5,366,400		19,071,625	
Total Resources	29,555,380	1,227,140	2,272,500	284,000	31,369,356	305,000	65,013,376	
Total Available for Appropriations	34,555,380	3,327,210	5,272,500	484,000	52,119,556	1,080,000	96,838,646	
APPROPRIATIONS:								
Admin		6,000					6,000	
Mayor and Council	356,742		74,950				431,692	
Information Technology	159,125		15,114				174,239	
City Manager	898,073						898,073	
Library	504,944	31,000	17,030				552,974	
Parks and Recreation	1,395,649	98,000	154,250				1,647,899	
General Government	1,850,800		40,000		718,250	190,000	2,799,050	
Town Center	380,140		82,000				462,140	
Ball Complex	654,475		134,500				788,975	
Aquatics	322,525		41,800				364,325	
Finance	857,124		41,000				898,124	
Community Development	627,317		2,000				629,317	
Police	3,583,197	191,650	485,562				4,260,409	
Animal Welfare	234,499		14,000				248,499	
Support Services	623,210		2,000				625,210	
Fire	3,083,260		235,830				3,319,090	
Streets & Drainage Improvements	214,300	691,066	495,000				1,400,366	
Water			237,464		3,194,000		3,431,464	
Sewer					1,182,100		1,182,100	
Sanitation					1,386,000		1,386,000	
Water/Sewer Infrastructures					579,243		579,243	
Capital Improvements					1,044,775		1,044,775	
Debt Service				287,044	3,764,955		4,051,999	
2016 Construction Projects					1,250,000		1,250,000	
2017 Construction Projects					3,495,200		3,495,200	
2020 Construction Projects					2,314,300		2,314,300	
2020A Construction Projects					305,700		305,700	
Transfers	13,810,000	771,225	200,000		17,587,400		32,368,625	
Total Appropriations	\$ 29,555,380	\$ 1,788,941	\$ 2,272,500	\$ 287,044	\$ 36,821,923	\$ 190,000	\$ 70,915,788	
Projected Ending Fund Balance								
Net Working Capital	\$ 5,000,000	\$ 1,538,269	\$ 3,000,000	\$ 196,956	\$ 15,297,633	\$ 890,000	\$ 25,922,858	

NOTICE OF PUBLIC HEARING OF PROPOSED BUDGET

A public hearing on the FY 2022-2023 City of Mustang budget will be held at 7:00 p.m. on June 7, 2022, at Mustang City Hall for the purpose of discussing the City budget for the fiscal year beginning July 1, 2022. The public hearing is open to the public and citizen comments on the proposed budget will be welcome. Copies of the proposed FY 2022-2023 budget are available for review in the Office of the City Clerk, Public Library and City's Website @ www.cityofmustang.org



Agenda Item No: H.2

Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Resolution No. 23-038, a Resolution of the City of Mustang, Oklahoma, concerning the Commencement of Formal Renewal Proceedings under the Federal Cable Communications Policy Act of 1984, as Amended, for CoxCom, LLC.

Recommendation:

Approve

Initiator:

Jon Miller, City Attorney

Background:

On December 1, 2015, the City of Mustang granted a franchise to CoxCom, LLC to provide cable television service within the City. The federal Cable Communications Policy Act of 1984, as amended, sets forth a formal and an informal process for renewing cable franchise agreements. That federal law preempts and controls over state law. By letter dated March 1, 2023, from Cox to the City, Cox invoked the formal renewal procedures. Section 626(a)(1) of the Cable Act provides that if a written renewal request is submitted by a cable operator during the 6-month period which begins with the 36th month before franchise expiration and ends with the 30th month prior to franchise expiration, a franchising authority shall commence those formal renewal proceedings within six months of the request. The resolution submitted for consideration by the city council responds to Cox's letter and formally commences the cable franchise renewal proceedings.

Financial Impact:

Not quantified at this time

Staff Comments:

Staff recommends approval of the resolution.

Attachments:

[Resolution 23-038 - Cable Franchise Renewal Resolution \(FINAL 5-30-23\).pdf](#)

**RESOLUTION NO. 23-038
CITY OF MUSTANG, OKLAHOMA**

**A RESOLUTION OF THE CITY OF MUSTANG, OKLAHOMA,
CONCERNING THE COMMENCEMENT OF FORMAL RENEWAL
PROCEEDINGS UNDER THE FEDERAL CABLE COMMUNICATIONS
POLICY ACT OF 1984, AS AMENDED, FOR COXCOM, LLC**

WHEREAS, on December 1, 2015, the City of Mustang, Oklahoma (“City”) granted, by Ordinance No. 1133, a Franchise (the “Franchise”) to CoxCom, LLC (“Cox”), to provide cable television service within the territorial limits of the City; and

WHEREAS, by letter dated 1 March 2023, from Cox to the City, Cox invoked the formal renewal procedures set forth in Section 626 of the Cable Communications Policy Act of 1984, as amended (the “Cable Act”), 47 U.S.C. § 546 (“Renewal Letter”); and

WHEREAS, Section 626(a)(1) of the Cable Act, 47 U.S.C. § 546(a)(1), provides that if a written renewal request is submitted by a cable operator during the 6-month period which begins with the 36th month before franchise expiration and ends with the 30th month prior to franchise expiration, a franchising authority shall, within six months of the request, commence formal renewal proceedings to identify the future cable-related community needs and interests, and to review the performance of the cable operator under its franchise during the then current franchise term; and

WHEREAS, the City is desirous of commencing the formal renewal proceedings specified in Section 626(a)(1) of the Cable Act, 47 U.S.C. § 546(a)(1) and, at the same time, of pursuing the informal renewal process with Cox pursuant to Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), as requested by Cox in its Renewal Letter; and

WHEREAS, the City intends to take any and all steps required or desired to comply with the franchise renewal and related requirements of the Cable Act, Oklahoma law and the Franchise; and

WHEREAS, the City must provide the public with notice of, and an opportunity to participate in, formal renewal proceedings under Section 626(a) of the Cable Act; and

WHEREAS, formal Section 626(a) proceedings and the informal franchise renewal process may involve the collection and analysis of information from Cox (and its affiliates and subsidiaries), City agencies and departments, the public and other interested parties, and may require one or more public hearings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA DO RESOLVE AS FOLLOWS:

Section 1. The City hereby commences formal franchise renewal ascertainment and past performance proceedings under Section 626(a)(1) of the Cable Act, 47 U.S.C. § 546(a)(1), concerning Cox and the Franchise.

Section 2. City staff and/or designee(s) are authorized to manage and conduct the formal franchise renewal proceedings specified in 626(a)(1) of the Cable Act, 47 U.S.C. § 546(a)(1), and to take all steps and actions necessary or desired to assess the community's cable-related needs and interests, to review Cox's past performance under the Franchise and applicable laws and regulations, and to comply with applicable laws, regulations, orders and decisions.

Section 3. City staff and/or their designee(s) are authorized to pursue the informal renewal process under Section 626(h) of the Cable Act, 47 U.S.C. § 546(h). City staff and/or their designee(s) are authorized to enter into Franchise renewal and/or extension negotiations with Cox, to prepare informal renewal proposals and to respond to informal renewal proposals from Cox, to communicate with Cox on the City's behalf, to perform past performance and needs assessment reviews, and to take all other steps and actions necessary or desired to engage in the informal renewal process and/or to comply with applicable laws, regulations, orders and decisions. The City will provide adequate public notice of and an opportunity to comment on any informal Franchise renewal proposal(s) submitted by Cox before taking any final action on such proposal(s).

Section 4. City staff and/or their designee(s) may establish procedures and dates for the conduct of any hearings, meetings and/or surveys related to any Section 626(a) proceedings or the informal renewal process, and may establish procedures and dates for the submission of testimony and other information in connection with such proceedings and/or the informal renewal process.

Section 5. City staff and/or their designee(s) are authorized to request and require Cox and its affiliates and subsidiaries to submit such information as may be deemed appropriate in connection with any Section 626(a) proceedings or the informal renewal process under Section 626(h) (including any needs assessment(s) or past performance review(s) associated therewith), to the maximum extent permitted by the Franchise and applicable laws, ordinances, regulations, resolutions, settlement agreements, and memoranda of understanding, to gather such other information from other persons, agencies or sources as may be deemed appropriate, and to take such further steps as may be needed or desired to ensure the City and the public's cable-related needs and interests are satisfied and fully protected consistent with applicable law.

Section 6. Nothing in this Resolution shall be construed to waive or limit the City's authority, rights, remedies and defenses under applicable agreements, laws, regulations, orders and decisions.

Section 7. City staff shall keep the City fully appraised of the status and progress of the formal and informal renewal processes, as appropriate.

Section 8. This Resolution shall become effective immediately upon adoption.

ADOPTED on this 6th day of June, 2023.

CITY OF MUSTANG, OKLAHOMA

By: _____
Brian Grider, Mayor

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form:

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of Ordinance No. 1286, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 118, Article I, Section 118-2(a)(4) of the Municipal Code of Ordinances to Add Exemptions from the Requirement to Provide a Security Deposit for New Utility Accounts; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

Recommendation:

Approve

Initiator:

Jon Miller, City Attorney

Background:

HB2242 was signed into law by Governor Stitt on April 26, 2023. This new law requires municipalities to waive any credit and deposit requirements for a customer or applicant who has been determined to be a victim of domestic violence, stalking or harassment as provided in HB2242, and establishes the requirements for obtaining such exemption. The submitted ordinance will incorporate this new exemption from the requirement for utility deposit into the City of Mustang ordinances.

Financial Impact:

Not determined

Staff Comments:

Staff recommends approval

Attachments:

[Ordinance No. 1286 - Amending Chapter 118 - Exemptions from Security Deposit.pdf](#)

ORDINANCE NO. 1286

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 118, ARTICLE I, SECTION 118-2(A)(4) OF THE MUNICIPAL CODE OF ORDINANCES TO ADD EXEMPTIONS FROM THE REQUIREMENT TO PROVIDE A SECURITY DEPOSIT FOR NEW UTILITY ACCOUNTS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. Enactment. Chapter 118, Section 118-2(a)(4) of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended to read as follows:

Sec. 118-2. - Utility accounts.

(a) Security deposits, transfer fees, and application.

(1) [This subsection remains unchanged.]

(2) [This subsection remains unchanged.]

(3) [This subsection remains unchanged.]

(4) No security deposit shall be required of:

- a. The United States government;
- b. The state or any agency or governmental subdivision thereof, or
- c. Any victim of certain crimes under and in compliance with 11 Okla. Stat. §35-107.

(5) [This subsection remains unchanged.]

(b) [This subsection remains unchanged.]

Section 3. Repealer.

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

Section 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be

deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Emergency.

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this 6th day of June, 2023.

Brian Grider, Mayor

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form this 6th day of June, 2023.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Melissa Helsel

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Acceptance of Bids for Project Labeled Meadow Park Trail.

Recommendation:

Accept or Reject Bids

Initiator:

Melissa Helsel, Community Development Director

Background:

The City has received approval for a CDBG matching grant through the Oklahoma Department of Commerce for a walking trail around Meadows Park. The city advertised for bids utilizing proper formats for CDBG grant awards. Ten bids were received.

Financial Impact:

Staff Comments:

Staff recommends acceptance of the ten bids for Meadows Park Walking Trail.

Attachments:

[Bid Tab Meadow Park Trail 6-6-23.pdf](#)



COWAN GROUP ENGINEERING, LLC
7100 N Classen, Suite 500
OKLAHOMA CITY, OK 73116
405.463.3369 O

Mustang Improvement Authority
Meadow Park Trail

DATE May 22, 2023



I do solemnly swear that the below amount is correct, reasonable and just.

B. S. Schwegal
Brian Schwegal, P.E.

BASE BID	ITEM NUMBER	DESCRIPTION	QTY	UNIT	RED RIVER HOMES	WELDON CONSTRUCTION	CONNELLY PAVING	SILVER STAR	RUDY CONSTRUCTION
	1	CLEARING AND GRUBBING	1	LS	\$ 2,000.00	\$ 705.34	\$ 7,100.00	\$ 7,000.00	\$ 6,500.00
	2	EARTHWORK	1	LS	\$ 2,000.00	\$ 8,108.96	\$ 46,000.00	\$ 48,000.00	\$ 25,000.00
	3	SOLID SLAB SODDING	1,284	SY	\$ 16.50	\$ 5.37	\$ 6,420.00	\$ 3.00	\$ 5.00
	4	4" CONCRETE SIDEWALK	2,267	SY	\$ 70.50	\$ 159,823.50	\$ 63.00	\$ 131,486.00	\$ 80.00
	5	24" CORRUGATED POLYPROPYLENE PIPE	85	LF	\$ 70.00	\$ 5,950.00	\$ 110.00	\$ 15,725.00	\$ 90.00
	6	24" PREFAB. CULVERT END SECTION, ROUND	4	EA	\$ 300.00	\$ 822.43	\$ 1,000.00	\$ 1,340.00	\$ 1,400.00
	7	LIGHTPOLES, FISTURE, & CONNECTION	14	EA	\$ 1,500.00	\$ 7,254.95	\$ 5,700.00	\$ 5,805.00	\$ 9,600.00
	8	BENCH	4	EA	\$ 1,500.00	\$ 3,650.96	\$ 3,400.00	\$ 4,000.00	\$ 3,000.00
	9	CONSTRUCTION STAKING LEVEL II	1	LS	\$ 2,500.00	\$ 3,526.71	\$ 8,300.00	\$ 96.00	\$ 2,500.00
	10	SWPPP DOCUMENTATION AND MANAGEMENT	1	LS	\$ 3,500.00	\$ 7,053.42	\$ 4,600.00	\$ 12,775.00	\$ 2,500.00
	11	MOBILIZATION	1	LS	\$ 3,500.00	\$ 7,758.76	\$ 24,200.00	\$ 74,586.00	\$ 25,000.00
	BASE BID TOTAL				\$ 228,659.50	\$ 334,197.87	\$ 346,191.00	\$ 392,130.00	\$ 408,930.00

BASE BID	ITEM NUMBER	DESCRIPTION	QTY	UNIT	SPM SERVICES	TRI CORE GROUP	SAC	LUCKINBILL DEVELOPMENT	STRONGHOLD CONSTRUCTION
	1	CLEARING AND GRUBBING	1	LS	\$ 15,000.00	\$ 11,050.00	\$ 12,500.00	\$ 10,000.00	\$ 12,377.41
	2	EARTHWORK	1	LS	\$ 25,500.00	\$ 107,946.15	\$ 58,450.00	\$ 20,000.00	\$ 88,587.58
	3	SOLID SLAB SODDING	1,284	SY	\$ 8.00	\$ 10,272.00	\$ 5.00	\$ 6,420.00	\$ 6.94
	4	4" CONCRETE SIDEWALK	2,267	SY	\$ 80.00	\$ 181,360.00	\$ 71.30	\$ 194,962.00	\$ 90.04
	5	24" CORRUGATED POLYPROPYLENE PIPE	85	LF	\$ 130.00	\$ 11,050.00	\$ 88.00	\$ 15,300.00	\$ 41.42
	6	24" PREFAB. CULVERT END SECTION, ROUND	4	EA	\$ 1,000.00	\$ 4,468.88	\$ 2,500.00	\$ 1,000.00	\$ 654.79
	7	LIGHTPOLES, FISTURE, & CONNECTION	14	EA	\$ 7,000.00	\$ 6,259.50	\$ 9,193.25	\$ 13,220.00	\$ 11,113.14
	8	BENCH	4	EA	\$ 1,000.00	\$ 3,900.00	\$ 3,250.00	\$ 3,500.00	\$ 4,209.63
	9	CONSTRUCTION STAKING LEVEL II	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 7,100.00	\$ 4,000.00	\$ 5,569.83
	10	SWPPP DOCUMENTATION AND MANAGEMENT	1	LS	\$ 11,500.00	\$ 8,125.00	\$ 3,000.00	\$ 4,000.00	\$ 7,797.34
	11	MOBILIZATION	1	LS	\$ 30,000.00	\$ 17,864.42	\$ 35,000.00	\$ 22,000.00	\$ 5,000.00
	BASE BID TOTAL				\$ 402,182.00	\$ 408,950.03	\$ 443,292.60	\$ 479,762.00	\$ 510,925.14

Mathematical Error
Low Bidder



Mustang City Council Agenda Item Report

Meeting Date: June 6, 2023

Submitted by: Melissa Helsel

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Award of Bid for Project Labeled Meadow Park Trail.

Recommendation:

Award or Reject Bid

Initiator:

Melissa Helsel, Community Development Director

Background:

Bids for Meadow Park Trail were opened on Friday, May 19, 2023. Ten bids were received and the lowest bidder by far was Red River Homes at \$228,659.50. Our engineer has vetted this contractor and they understand all requirements and construction specifications. They are on the list to perform federal grant work. Brian Schwegal from Cowan Group has met with them and recommends them for the job.

Financial Impact:

Staff Comments:

Staff recommends awarding the bid for Mustang Park Walking Trail to Red River Homes for the amount of \$228,659.50.

Attachments:

[Recommendation Letter Meadows Trail 6-6-23.pdf](#)

[Bid Red River Homes Meadows Park Trail 6-6-23.pdf](#)



May 22, 2023

Tim Rooney, City Manager
Mustang Improvement Authority
1501 N. Mustang Road
Mustang, OK 73064

Reference: Meadow Park Trail
Engineer's Recommendation for Award
Project Number: 14-216:20
CDBG Project Number: 17981 CDBG 20

Dear Mr. Rooney:

Pursuant to the bid opening held on May 19, 2023, attached please find the bid tabulation for the subject project. The bid opening consisted of ten (10) responsive bidders.

The apparent low base bidder of \$228,659.50 for the subject project is Red River Homes. Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends Mustang Improvement Authority award the subject contract to the low base bidder, Red River Homes, at \$228,659.50.

Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

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

Brian Schwegal, P.E.
Project Manager

cc: file

BID PROPOSAL FORM
MUSTANG IMPROVEMENT AUTHORITY
 BID NOTICE: 17981 CDBG 20

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of roads, street, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in 90 days (stipulated in the Contract Agreement) from the date of the issuance by the City Engineer of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of:

Two hundred twenty two thousand seven hundred nine dollars DOLLARS \$ 222,709.50 which the undersigned agrees is to be forfeited to and become the property of the Mustang Improvement Authority, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the Mustang Improvement Authority.

DATED this 5/18 day of May 20 23.

Signature: [Signature]

Name and Title: Caron Garcia / project manager

Company: Red River homes Circle One: Corporation Partnership Individual

Address: 2129 W hefner Rd OKC OK 73120

Phone: 405-313-2362 Fax: _____

E-mail Address: prts.garcia@gmail.com

Federal Tax I.D. [Redacted]

Attest: [Signature]

Secretary

Corporate Seal
(if applicable)

CONSTRUCTION PRODUCTS AND ACTIVITIES

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 00 00 – GENERAL CONDITIONS	1-15
SECTION 01 11 00 – SUMMARY OF WORK.....	1
SECTION 01 21 19 – TESTING LABORATORY SERVICES.....	1-3
SECTION 01 33 00 – SUBMITTALS AND SUBSTITUTIONS	1-5
SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	1-2
SECTION 01 78 39 – PROJECT RECORD DOCUMENTS	1-2

Responsible Registrant

Cowan Group Engineering, LLC
CA No. 6414 (Expires 6/30/24)



Michael Taylor
Michael Taylor, PE
Project Manager
OK PE 27655

ADVERTISEMENT FOR BIDS

City of Mustang, 1501 N. Mustang Road, Mustang, OK 73064; phone: 405.376.7700
Owner

Separate SEALED BIDS for the construction of Meadows Park Walking Trail will be received in the Office of the City Clerk, Council Chambers at City Hall, 1501 N. Mustang Road, Mustang, Oklahoma, 73064 until 10:00 a.m., on the 19th day of May, 2023, and then at said office publicly opened and read aloud.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities; comply with the terms of Section 504 and the American with Disabilities Act
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
8. SAM.gov Registration – Entities must be active in SAM.gov with no exclusions in order to receive a federally assisted contract.

The Contract documents may be examined at the following locations:

City Clerk's Office, Council Chambers at City Hall, 1501 N. Mustang Rd., Mustang, OK 73064.
Cowan Group Engineering, 7100 N. Classen Blvd., Suite 500, Oklahoma City, OK 73116.

Copies of the contract documents may be obtained at the office of Cowan Group Engineering, located at 7100 N. Classen Blvd., Suite 500, Oklahoma City, OK 73116, upon receipt of non-refundable payment of \$100.00 for each set. No documents will be mailed until payment is received. Complete digital project bidding documents are available for a nonrefundable fee of \$50.00 by going to www.cowangroup.co, navigating to the Bid Documents page, and entering Quest Project # 8476940 on the website's search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Clerk

Date

MEADOWS PARK WALKING TRAIL

BID SCHEDULE: 17981 CDBG 20

PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1.	CLEARING AND GRUBBING	LS	1	2,000	2,000
2.	EARTHWORK	LS	1	2,000	2,000
3.	SOLID SLAB SODDING	SY	1,284	16.50	21,186
4.	4" CONCRETE SIDEWALK	SY	2,267	70.50	159,823.50
5.	24" CORRUGATED POLYPROPYLENE PIPE	LF	85	70	5950
6.	24" PREFAB. CULVERT END SECTION, ROUND	EA	4	300	1200
7.	LIGHTPOLES, FISTURE, & CONNECTION	EA	14	1500	21,000
8.	BENCH	EA	4	1500	6,000
9.	CONSTRUCTION STAKING LEVEL II	LS	1	2500	2500
10.	SWPPP DOCUMENTATION AND MANAGEMENT	LS	1	3500	3500
11.	MOBILIZATION	LS	1	3500	3500

ALL ITEMS TO INCLUDE APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND FINISHED PRODUCT AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.

TOTAL BASE BID

\$ 222,709.50

TOTAL BASE BID IN WORDS

Two hundred twenty two thousand, Seven hundred nine.
5 Fifty Cents.

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BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Logan) SS.

Aaron Garcia, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

No Relationship

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

No Relationship

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

No Relationship

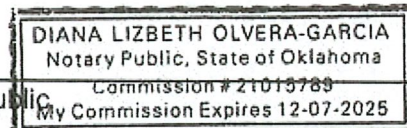
(If none of the business relationships hereinabove mentioned exists, affiant should so state.)

[Signature]
Contractor Signature

Aaron Garcia / project manager
Printed Name/Title

SUBSCRIBED AND SWORN TO before me this 1st day of June, 2023

Notary Public
(Seal)



My commission expires: 12/07/2025

NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF _____) SS.

Aaron Garcia, of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the firm of Red River Homes LLC to submit the above Contract to the City of Mustang.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Mustang, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state officials concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]
Contractor Signature

Aaron Garcia / project manager
Printed Name/Title

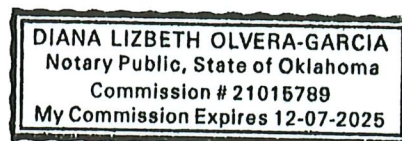
Subscribed and sworn before me this 19th day of May, 2023

Diana Olvera
Notary Public

My Commission Expires:

12/07/2025

(Seal)



NOTE: This form is to be submitted with the bid.

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Logan) ss.

Aaron Garcia, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.


Affiant

Subscribed and sworn to before me this 1st day of June, 2023.

DIANA LIZBETH OLVERA-GARCIA
Notary Public, State of Oklahoma
Commission # 21015785
Commission Expires 12-07-2025
Notary Public

My Commission Expires:

12/07/2025

NOTE: This form is to be submitted with the bid.

INVOICE AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Logan) SS.

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Mustang, of money or any other thing of value to obtain payment of this invoice.

[Signature] Contractor or Supplier

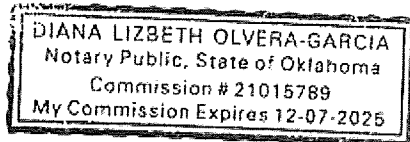
Subscribed and sworn to before me this 1st day of June, 2023

[Signature]
Notary Public

My Commission Expires:

12/07/2025

(Seal)



Architect, Engineer, or other
Supervisory Official

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public

My Commission Expires:

(Seal)

Red River homes LLC
Principal

Liberty Mutual
Surety

By: Adam Gorski

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

NOTE: This form is to be submitted with the bid.

STATEMENT OF QUALIFICATIONS:

Red River homes LLC

Bidder

2129 Hefner Rd Okc ok 73120

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: City of Choctaw parking lot
 OWNER: City of Choctaw ADDRESS: 2500 N Choctaw Rd
 DATE STARTED: 1-10-23 DATE COMPLETED: 2-16-23
 APPROX. QUANTITIES OF MAJOR ITEMS: _____

 VALUE OF CONTRACT: \$420,000
2. NAME OF PROJECT: Holiday Inn
 OWNER: RN Hospitality ADDRESS: 316 S meridian Okc ok
 DATE STARTED: 10-20/22 DATE COMPLETED: 1-20-23
 APPROX. QUANTITIES OF MAJOR ITEMS: Street pavement
and sidewalks
 VALUE OF CONTRACT: \$1.7M
3. NAME OF PROJECT: _____
 OWNER: _____ ADDRESS: _____
 DATE STARTED: _____ DATE COMPLETED: _____
 APPROX. QUANTITIES OF MAJOR ITEMS: _____

 VALUE OF CONTRACT: _____
4. OTHER PROJECT REFERENCES: _____

NOTE: This form is to be submitted with the bid.

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION

(Must be submitted with bid proposal)

17981 CDBG 20

CDBG Grantee Name (Owner) and Project Type**CDBG Project Number****ATTENTION ALL BIDDERS:**

All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the **System for Award Management (SAM) website**, www.sam.gov, to determine if a potential contractor is excluded from receiving Federal contracts.

A contractor must be registered and updated in the SAM.gov system as this review is conducted by the Owner before any contract award is executed.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Aaron Garcia / Project manager
Name & Title (Please Print)

5/18/23
Date

[Signature]
Signature

Date

Duns Number

THIS FORM MUST BE RETURNED WITH BID



Addendum #1

Date: May 9, 2023

Project: City of Mustang
Meadow Park Trail
Bid Closing Date: May 19, 2023
Mustang, Oklahoma

The Items contained below now become a part of the referenced contract documents and specifications. Please read the following items and acknowledge receipt (see attached sheet) of this addendum on the proposal form when submitting bids.

- Please fax or e-mail Acknowledgement Page to Cowan Group Engineering, LLC, at 405-463-3381 or e-mail michael@cowangroup.co, for your company to be included in the bid process.
- If submitting a hard copy bid, bidders shall acknowledge receipt of this Addendum by signing and submitting the Acknowledgement Page with bid. Failure to do so may subject the Bidder to disqualification.
- Please find the attached revised specification documents and contract documents and replace the corresponding outdated documents with them.

SPECIFICATIONS

1. Please see attached the revised Bid Schedule which will replace the previous Bid Schedule. The changes are as follows:
 - a. The signs have been removed.
 - b. Light poles quantity has been revised.
2. Please see attached SECTION 12 57 13 – WELDED BENCHES AND TABLES specification.

CLARIFICATION

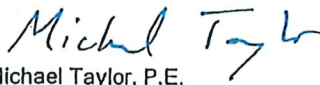
1. The Engo illumo solar light by EnGo Planet is an approved light pole and fixture for this project as an alternate to the proposed wired system.

PLANS

1. Sheet 01 – Revised sheet index.
2. Sheet 03 – Revised pay quantities.
3. Sheet 11 – Electrical general notes.
4. Sheet 12 – Location map of light poles and benches.
5. Sheet 13 – Details and schedules of electrical items.

Thank you for your attention. Should you have any questions, please contact the undersigned at 405.463.3369.

Cowan Group Engineering, LLC


Michael Taylor, P.E.
Project Manager

Attachment: Acknowledgement Page
Bid Schedule
SECTION 12 57 13 – WELDED BENCHES AND TABLES
Plan Sheets 03, 11, 12, & 13



Acknowledgement Page

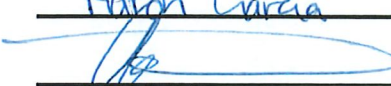
Addendum #1

May 9, 2023

Project: City of Mustang
Meadow Park Trail
Bid Closing Date: May 19, 2023
Mustang, Oklahoma

Company: Red River hawks LLC

Name: Arnon Garcia

Signature: 

Title: Project Manager

Date: 5/19/23

SECTION 12 57 13 – WELDED BENCHES AND TABLES

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes written specifications for Superior Amenities.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Installer must have concrete anchor and boring experience along with previous installation and assembly of site furnishing products.
- B. Manufacturer Qualifications: Qualified manufacturer to have at least 5 years of manufacturing experience in steel and aluminum along with thermoplastic, textured polyethylene, and powder coating. Superior Recreational Products® has been manufacturing quality US built products since 1989.
- C. Sourcing: To ensure that laser cuts, finish, quality, and product aesthetic match corresponding project, inquire about all Biscayne Collection products through Kraftsman Commercial Playgrounds & Water Parks.
- D. Product Options: Submittal sheets will illustrate call out requirements of products for procurement, and will include size, finish, and other product options.

1.3 SUBMITTALS

- A. Product Data: Includes physical characteristics such as materials, specifications and finish.
- B. Drawings: Show details including dimensions, materials, and options for each product.
- C. Samples for Verification: Finish samples of the color and material provided upon request.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Upon delivery, inspect for missing parts or damage and notate on the B.O.L. Absence of notations on delivery date may result in financial loss.
- B. Product Handling: Handle products with sufficient care to prevent any scratches or damage to the finish.
- C. Product Storage: Store product(s) in original packaging until ready for installation.

1.5 WARRANTY

- A. Warranty: Site furnishings carry a 7-year manufacturer's limited warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.1 ACCEPTABLE REPRESENTATIVES

- A. Representative: Kraftsman Commercial Playgrounds & Water Parks – 19535 Haude Rd., Spring, TX 77388 - Website: www.kraftsmanplay.com
Phone: 800-451-4869 - email: info@kraftsmanplay.com

2.2 MATERIALS AND FINISH

- A. Materials
- Tabletop and seats
 - Heavy duty 3/4" #9 expanded metal inside of 12 gauge 2"x2" die formed frame with 3" radius corners
 - 1/4"x1-1/2" flat steel center braces
 - Electrically MIG welded
 - Frame
 - 2-3/8" O.D. x 12 gauge pre-galvanized structural steel tubing
 - 1" O.D. x 16 gauge pre-galvanized structural steel tubing for cross braces
 - Electrically MIG welded
 - Hardware
 - All stainless steel hardware fasteners

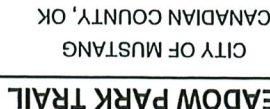
- B. Superdurable Powder Coat for Frames

All Superdurable Powder Coated products follow a super-durable three-layer resin system and are formulated to meet and exceed AAMA 2604 (American Architectural Manufacturers Association) test specifications. Our powder coating process includes a zinc rich epoxy primer, top coated with an electrostatic powder coating system that is then oven cured to ensure superior durability and smooth attractive finish.

- C. Thermoplastic textured coating for tops and seats

Powder-based textured polyethylene is placed in a fluidized vat where the product is dipped and then baked. Approx. 1/8" thickness, UV Protection, Anti-Fungus, Textured finish

END OF SECTION 12 57 13

ELECTRICAL
GENERAL NOTES

DESIGNED BY	CGE
DRAWN BY	NLP
REVIEWED BY	GMF
PROJECT NUMBER	14-216
DATE	01/24/2023
REVISIONS: ADD. NO. 1 - LIGHTING AND ELECTRICAL 5/5/73	
SHEET NUMBER	
11	

David E. Hobza, III, P.E.
Consulting Engineer
 hobza.pe@outlook.com
 1509 Dalton Circle
 Edmond, OK 73034
 (405) 537-0849

**Electrical Consultant to
 Cowan Group Engineering**

DAVID E. HOZZA III, P.E.

[illegible][illegible]

24. POWER LINES REQUIRING SAFETY SIGNS MUST BE INSTALLED ON ALL EQUIPMENT WHETHER SPECIALLY INDICATED OR NOT ON DRAWINGS.
25. ALL POWER MACHINERY SHALL BE INSTALLED IN CONDUIT.
26. WIRING DEVICES INDICATED TO BE FOUND TO BE EXISTING AND NOT TO BE REMOVED SHALL BE IDENTIFIED BY THE FIELD APPLICATION PERSONNEL TO REMOVE.
27. ALL NEW POWER AND LIGHTING CIRCUITS SHALL BE #7 COPPER MINIMUM, THREE PHASE, THRU WITH TWO GREEN BREAKERS. MINIMUM SHALL BE CONNECTED TO A GSA
28. ALL NEW CONCEALED CONDUITS SHALL BE 3/4" MINIMUM DIA. WITH COMPRESSION TYPE FITTINGS. PROVIDE SHORT PROTECTIVE COUPLER JOINTS. IF NECESSARY, PROVIDE REQUIRED. LOCATIONS SUBJECT TO DAMAGE. INDIVIDUAL WIRING DEVICES CANNOT ONLY HAVE ONE 1/2" CONDUIT.
29. ALL CONDUCTIONS ON ALL WIRING SYSTEMS SHALL BE COPPER.
30. ALL POWER WIRING SYSTEMS SHALL CONTAIN A "ZERO" WIRE ISOLATED GROUNDING CONDUCT WITHIN THE CONDUIT. THIS ZERO WIRE SHALL BE IDENTIFIED BY THE FIELD PERSONNEL AND USED AS A GROUNDING CONNECTION PATH.
31. ALL RACEWAYS SHALL BE SUPPORTED AND ATTACHED IN ACCORDANCE WITH THE NEC.
32. PROVIDE A TYPED PANEL DIRECTORY FOR EACH NEW AND EXISTING ELECTRICAL PANEL. THE PANEL SHALL BE IDENTIFY THE CIRCUIT NUMBER AND CORRELATION SERVED. THE PANEL SHALL BE IDENTIFY THE CIRCUIT NUMBER OF THE DEVICES AND LEAVE "SPACES" BLANK FOR FUTURE DEVICES OR CHANGES.
33. ALL POWER AND JUNCTION BOXES SHALL BE GALVANIZED STEEL OR CAST METAL TYPE UON.
34. CIRCUIT NUMBERS WHICH ARE INDICATED ARE FOR REFERENCE AND MAY NOT CORRESPOND WITH AVAILABLE OR FINAL CIRCUITS LISTED ON PANELS. THE CONTRACTOR SHALL PROVIDE CIRCUITS LISTED ON PANELS, DIRECTORY CARDS AND LABELS IN NEW AND PANELS ATTACHED BY THE WORK OF THIS PROJECT.
35. IF POWER FOR NEW CIRCUITS IS TO BE DERIVED FROM AN EXISTING CIRCUIT, THE CONTRACTOR SHALL VERIFY THAT NO HAZARDOUS MATERIALS ARE ASSOCIATED WITH THE EXISTING CIRCUIT.
36. IF ELECTRICAL WIRING CODES DOING SHALL BE IN ACCORDANCE WITH THE NEC AND ALL LOCAL REGULATIONS.
37. POWER AND JUNCTION BOXES SHALL BE IDENTIFIED WITH LABELS ON ALL DUPTY CONTROL SYSTEMS WITH FULL CORDS INSIDE ALL JUNCTION BOXES.
38. ALL NEW WIRING DEVICES SHALL BE FLUSH MOUNTED UNLESS OTHERWISE INDICATED ON DRAWINGS. PROVIDE MOUNTING CANONS WITH A CONDUIT CLAMP SERVICE. PROVIDE MOUNTING CANONS WITH COVER PLATES SHALL MATCH THE PANEL AND SHALL BE IDENTIFIED BY THE FIELD PERSONNEL AND FACE-UP FINISHES.
39. CONTRACTOR SHALL VERIFY QUALITY IN CONDUITS TO REMAIN IN STRUCTURE. CONTRACTOR SHALL COLLECT EVIDENCE TO PROVE THE QUALITY OF THE REMAINING CONDUITS.
40. ALL TYPES AND CONFINERS SHALL BE MOUNTED 4" ABOVE TOP OF BOX UON. ALL RECIPROCATES SHALL BE MOUNTED 18" APFT TO BOTTOM OF BOX UON.
41. CONTRACTOR SHALL COORDINATE AS REQUIRED. ALL EQUIPMENT TO BE IDENTIFIED BY THE FIELD PERSONNEL, ETC. FOR IDENTIFICATION BY OWNER OR OTHERS.
42. WHEN ELIGIBLE OR NEW LIGHTING DEVICES ARE TO

[illegible]



CITY OF MUSTANG
CANADIAN COUNTY, OK

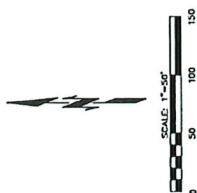
**OVERALL
ELECTRICAL
PLAN**

DESIGNED BY	COE
DRAWN BY	MLP
REVIEWED BY	GMAT
PROJECT NUMBER	14216
DATE	01/24/2023

REVISIONS

ADD. NO. 1 - LIGHTING
AND ELECTRICAL

SHEET NUMBER 12



GENERAL NOTES:

1. EACH LIGHTING POLE CIRCUIT HOME RUN SHALL BE 2 #10 & #10 GND CU IN MIN. 3/4" CONDUIT.
2. SEE LIGHTING POLE BASE DETAIL ON SHEET 13 FOR ADDITIONAL

RELEVANT NOTES:

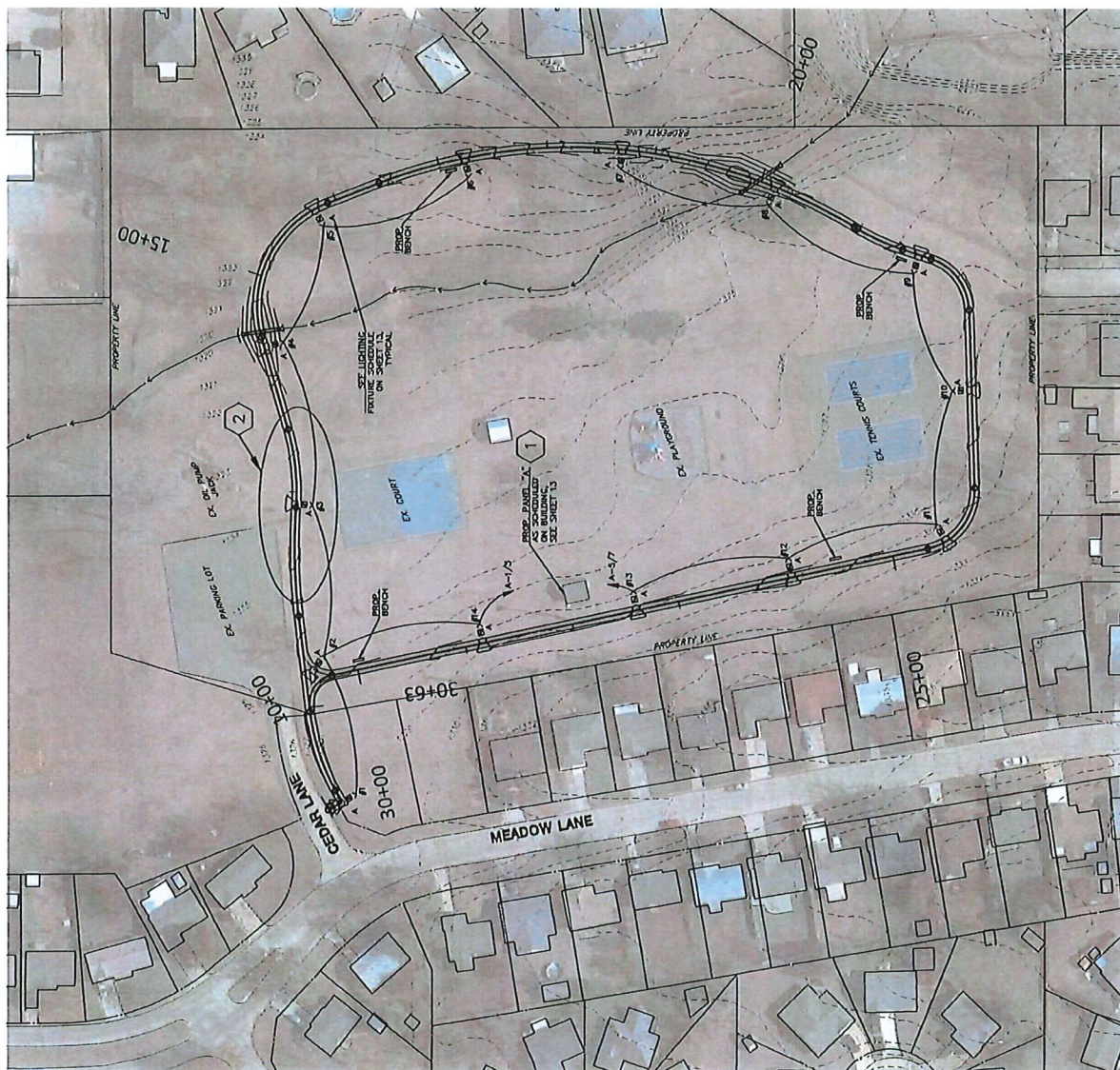
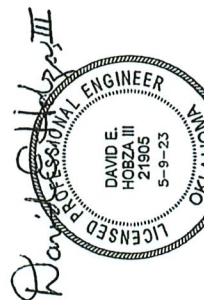
1. COORDINATE MOUNTING LOCATION ON BUILDING WITH OWNER AND ENGINEER, PREFERABLY ON NORTH SIDE NOT IN DIRECT SUNLIGHT.
2. ORIENT LUMINAIRE FOR TYPE 3 LIGHTING DISTRIBUTION ALONG PATHWAY, TYPICAL.



David E. Hobza, III, P.E.
Consulting Engineer
hobza.pe@outlook.com
1509 Dalton Circle
Edmond, OK 73034
(405) 537-0949

**Electrical Consultant to
Cowan Group Engineering**

DAVID E. HOBZA, III, P.E.
OK P.E. 21905





CITY OF MUSTANG
CANADIAN COUNTY, OK

ELECTRICAL

DESIGNED BY	CGE
DRAWN BY	MLP
REVIEWED BY	GAT
PROJECT NUMBER	14-716
DATE	01/24/2023
REVISIONS 1. ADD. NO. 1 - LIGHTING AND ELECTRICAL 5/8/23	
SHEET NUMBER	
13	

[illegible]

NOTE:
ALL LUMINAIRES INCLUDING POLES AND FACTORY ANCHOR BOLTS FOR FOOTINGS SHALL BE FURNISHED BY CONTRACTOR AND INSTALLED BY CONTRACTOR.
ALL LUMINAIRES INCLUDING ALL MOUNTING LOCATIONS AND LUMINAIRE ASSEMBLY/AIING WITH OWNER AND ENGINEER PRIOR TO ERECTION.

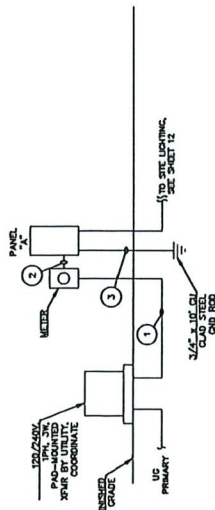
PIPER FEEDER SCHEDULE

MARK	COUNT	PHASE	NEUTRAL	GROUND	NUMBER OF SETS	NOTED
①	COORDINATE	-	-	-	COORDINATE	①
②	1"	2-#	#	-	1	
③	1/2"	-	-	#	1	

FIGURE 3. TOWERLINE RECORD NOTES.

① CONTRACTOR SERVICE LATERAL CONDUIT PER UTILITY STANDARDS BY ADEQUATELY MINIMUM 4" COVER WITH DETECTABLE WARNING TAPE 18" BELOW CHASE. DUCTIONS SHALL BE MINIMUM 1/2" RADIIUS CONDUITORS. CONDUIT SHALL BE 1/2" MINIMUM. ALL COSTS AND PRICES IN SCHEDULE COORDINATE SCOPE OF WORK.

1	1/2	=	1
④ SECONDARY SERVICE LATERAL CONDUIT PER UTILITY STANDARDS BY CONTRACTOR. MINIMUM 48" COVER WITH DETECTABLE WARNING TAPE 18" BELOW GRADE. CONDUITS SHALL BE MINIMUM 18" RADIUS. CONDUITS PURCHASED BY UTILITY. INCLUDE ALL COSTS AND FEES IN BASE BID. COORDINATE SCOPE OF WORK.			



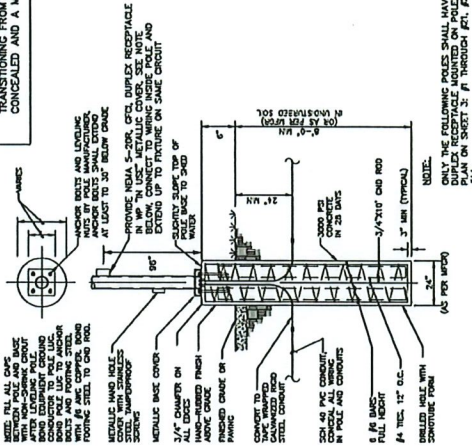
1 ONE-LINE POWER RISER
SCALE: N.T.S.

PANEL BOARD SCHEDULE															
PANEL NAME REFERENCE MOUNTING	7"V 500 MCO OR EQUAL SURFACE ON BLDG	VOLTAGE MANS. ENCLOSURE	150 AMP 1P/3P/3P/3P			100A 1CB			100A 2R			A.C. RATING SERVICE EQUIP.		10 YES 100% NEUTRAL	
			P	T	TRIP	BOX	TYPE	LOAD	PHASE	LOAD	TYPE	TRIP	P		DESCRIPTION
1	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	A			T	250	2	2	SPACE	2
2	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	B			T	250	2	2	SPACE	2
3	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	C			T	250	2	2	SPACE	4
4	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	D			T	250	2	2	SPACE	6
5	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	E			T	250	2	2	SPACE	8
6	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	F			T	250	2	2	SPACE	10
7	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	G			T	250	2	2	SPACE	12
8	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	H			T	250	2	2	SPACE	14
9	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	I			T	250	2	2	SPACE	16
10	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	J			T	250	2	2	SPACE	18
11	1 (1 POLES 8 IN. x 4 IN.)	2	250	T	L	250A	K			T	250	2	2	SPACE	20
														</	

PHASE A VA	476	PHASE A AMPS	4	CIRCUIT BREAKER (BINA) TYPE
PHASE B VA	476	PHASE B AMPS	4	T = THERMAL MAGNETIC
				OF = C/F

PANELBOARD VA. LOAD SUMMARY		1922
LIGHTING (L)		0
RECEPTACLES (R)		0
COMPUTER (C)		0
MOTORS (M)		0
A/C COOLING (A)		0
A/C HEATING (H)		0
KITCHEN (K)		0
GENERAL (G)		0
XPUR/PANEL (X)		0

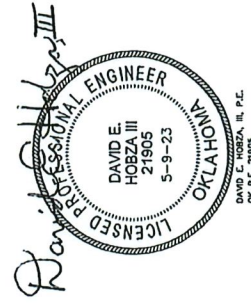
NOTES:



NOTE:
ONLY THE FOLLOWING POLES SHALL HAVE WP, CFC,
DUPLIX RECEPTACLE MOUNTED ON POLE. SEE SITE
PLAN ON SHEET 3: F THROUGH F21, F26, F43, AND

2 LIGHTING POLE BASE DETAIL
SCALE: N.T.S.

SCALE: NTS



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FEDERAL WAGE RATE DECISION

General Decision Number: OK20230022 01/06/2023

Superseded General Decision Number: OK20220022

State: Oklahoma

Construction Type: Highway

Counties: Canadian, Cleveland, Grady, Lincoln, Logan and McClain Counties in Oklahoma.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SUOK2011-009 04/18/2011

	Rates	Fringes
Traffic signal installer.....	\$ 17.37	
CARPENTER (Includes Form Work).....	\$ 13.32 **	
CEMENT MASON/CONCRETE FINISHER		
Canadian.....	\$ 12.44 **	
Cleveland.....	\$ 12.55 **	
Grady, Lincoln, Logan.....	\$ 12.47 **	
McClain.....	\$ 11.93 **	
IRONWORKER, REINFORCING.....	\$ 13.63 **	
IRONWORKER, STRUCTURAL.....	\$ 14.21 **	
LABORER		
Asphalt Raker and Shoveler.....	\$ 11.31 **	
Common or General		
Canadian County.....	\$ 10.05 **	
Cleveland County.....	\$ 10.62 **	
Grady and Logan Counties.....	\$ 10.55 **	
Lincoln County.....	\$ 10.17 **	
McClain County.....	\$ 10.37 **	
Landscape.....	\$ 9.63 **	
Pipelayer.....	\$ 12.50 **	
Power Tool Operator		
(Includes Chipping Guns		
and Handheld Concrete Saws).....	\$ 12.89 **	
Traffic Control (Includes		
Flagger, Setting Up and		
Moving Cones/Barrels).....	\$ 11.12 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Paver Screed.....	\$ 12.44 **	
Asphalt Paving Machine		
Canadian County.....	\$ 13.32 **	
Cleveland County.....	\$ 14.57 **	
McClain County.....	\$ 14.04 **	
Remaining Counties.....	\$ 14.08 **	
Asphalt Plant.....	\$ 14.70 **	
Backhoe/Trackhoe		
Cleveland County.....	\$ 12.91 **	
Remaining Counties.....	\$ 13.64 **	
Bobcat/Skid Loader.....	\$ 12.71 **	
Broom.....	\$ 11.97 **	
Bulldozer		
McClain County.....	\$ 13.36 **	
Remaining Counties.....	\$ 14.24 **	
Concrete Paving Machine.....	\$ 13.61 **	
Concrete Saw		

	Rates	Fringes
Cleveland County.....	\$ 11.64 **	
Remaining Counties.....	\$ 11.70 **	
Crane.....	\$ 16.99	
Distributor Truck.....	\$ 13.81 **	
Excavator.....	\$ 15.10 **	
Grader/Blade		
Canadian County.....	\$ 12.00 **	
Cleveland County.....	\$ 14.46 **	
Remaining Counties.....	\$ 14.98 **	
Loader (Front End)		
Cleveland County.....	\$ 12.76 **	
Remaining Counties.....	\$ 12.85 **	
Mechanic.....	\$ 15.60 **	
Milling Machine.....	\$ 14.93 **	
Mixer.....	\$ 14.43 **	
Oiler.....	\$ 14.06 **	
Roller (Asphalt)		
Canadian County.....	\$ 11.67 **	
Cleveland County.....	\$ 12.86 **	
McClain County.....	\$ 12.94 **	
Remaining Counties.....	\$ 12.73 **	
Roller (Dirt Compaction).....	\$ 12.27 **	
Scraper		
Canadian County.....	\$ 12.00 **	
Cleveland County.....	\$ 13.06 **	
Remaining Counties.....	\$ 13.19 **	
Striping Machine.....	\$ 12.56 **	
Tractor/Box Blade.....	\$ 16.50	
Trencher.....	\$ 13.63 **	
TRUCK DRIVER		
Dump Truck		
Cleveland County.....	\$ 12.32 **	
Remaining Counties.....	\$ 12.88 **	
Flatbed Truck.....	\$ 14.69 **	
Lowboy/Float.....	\$ 13.90 **	
Off the Road Truck.....	\$ 13.75 **	
Pickup Truck.....	\$ 12.48 **	
Tandem Axle/Semi Trailer		
Canadian County.....	\$ 12.00 **	
Cleveland County.....	\$ 12.37 **	
Remaining Counties.....	\$ 13.72 **	
Water Truck.....	\$ 12.00 **	

Federal Labor Standards Provisions (Construction Contracts)

fringe benefits therefor only when the following criteria have been met:

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That

the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but, if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representative of HUD or its designee or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action

as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(1) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may, by appropriate instructions, require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of

Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10.(i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings or Testimony by Employees. No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SUPPLEMENTARY CONDITIONS
OF THE CONTRACT FOR
CONSTRUCTION**

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 12/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

Previous editions are obsolete;
Replaces form HUD-92554

Construction Contract Supp

HUD-92554M (06/14)

classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("Administrator"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers

performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in

any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40

U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL OPPORTUNITY PROVISIONS

I. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS \$10,000 AND UNDER):

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

II. EXECUTIVE ORDER 11246 (CONTRACTS/SUBCONTRACTS ABOVE \$10,000):

- A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.
 - 3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by ODOC and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
7. The Contractor will include the provisions of the sentence immediately preceding paragraph II.A.1. and the provisions of paragraphs II.A.1.-7. In every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as ODOC may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by ODOC, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. Notice of Requirement For Affirmative Action to Ensure EEO (Executive Order 11246) (Applicable to Contracts/Subcontracts Exceeding \$10,000):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. Goals and Timetables: Contractor must make good faith efforts to meet their AA goals for employment of minorities and women in the construction industry.
 - a. The goals and timetables for minority and female participation, expressed in percentage terms, for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Minority Participation For Each Trade	Goals for Female Participation For Each Trade
6.9%	6.9%

- b. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its Federally involved and non-Federally-involved construction.
 - c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Mustang, Canadian County, State of Oklahoma.
- C. Standard Federal EEO Construction Contract Specifications (Executive Order 11246):
1. As used in these specifications:

Attachment 6

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;
 - d. "Minority" includes:
 - (1) Black: All persons having origins in any of the black racial groups of Africa;
 - (2) Asians: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam;
 - (3) American Indian or Alaskan Natives: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification;
 - (4) Native Hawaiian or Other Pacific Islanders: All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands;
 - (5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East or North Africa;
 - (6) Hispanics or Latinos: All persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
 - (7) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance

with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above;
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Conduct at least an annual review of the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth on the site and in other areas of a Contractor's work force;
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3;
 - l. Conduct at least an annual inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training, etc.
 - m. Ensure that seniority practices, job classifications, work assignment and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes;
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;
 - p. Conduct an annual review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities' groups, both male and female, and all women, both minority and non-minority. Consequently, the

Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number; construction trade; union affiliation, if any; employee identification number, where assigned; social security number; race; sex; status, e.g., mechanic, apprentice trainee, helper or laborer; dates of changes in status; hours worked per week in the indicated trade; rate of pay and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents, e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

III. CERTIFICATION OF NON-SEGREGATED FACILITIES (OVER \$10,000):

By submission of this bid, the bidder, offeror, applicant or subcontractor certifies that (s)he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that (s)he does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. (S)he certifies further that (s)he will not maintain or provide for employees any segregated facilities at any of his/her establishments and (s)he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal

Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants or other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color or religion or are, in fact, segregated on the basis of race, color, religion or otherwise. (S)he further agrees that, except where (s)he has obtained identifiable certifications from proposed subcontractors for specific time periods, (s)he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that (she) will retain such certifications in his/her files; and that (s)he will forward the following notice to such proposed subcontractors, except where proposed subcontractors have submitted identical certifications for specific time periods.

IV. CIVIL RIGHTS ACTION OF 1964:

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

V. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

VI. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134 and all applicable rules and orders of ODOC issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract

with any subcontractor unless the subcontractor has first agreed to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of ODOC issued hereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 125.

VII. SECTION 504 DISABLED (IF \$2,500 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED WORKERS

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and protect the rights of those applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to taking affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

VIII. AGE DISCRIMINATION ACT OF 1975

No person in the United States shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance because of age.

IX. SECTION 402, VETERANS OF THE VIETNAM ERA (IF \$10,000 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.
- D. The reports required by paragraph B. of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local officer or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. For each hiring location, such reports shall indicate:
 - 1. The number of individuals hired during the reporting period;
 - 2. The number of non-disabled veterans of the Vietnam Era hired;
 - 3. The number of disabled veterans of the Vietnam Era hired; and
 - 4. The total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 USC §1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment

under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruit and placement.

- E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.
- J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- K. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 3 Plan

*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid.

Bid Submitted from: Red River Homes For: Meadow Park Trail 6/1/23

Name of Business

Project Being Bid

Date

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has ODOC Community Development block Grant (CDBG) funding which is subject to Section 3 Requirements. **Covered prime contractors and subcontractors are required to show a good faith effort to:**

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

Definition of a Section 3 Resident: A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

Definition of Section 3 Project Area: For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

Definition of a Section 3 Business: A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

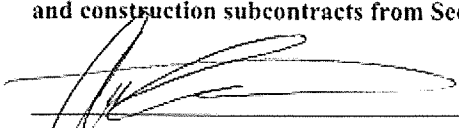
Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is N/A.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
 - () Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
 - () Recruit through signs placed at the project site.
 - () Recruit by contacting community service organizations serving the project site.
 - () Other.
- C. The total number of my current employees I intend to use on this project is N/A. The number of these who would be considered Section 3 Residents is N/A.
- D. The total number of trainees I intend to use on this project is N/A. The number of these trainees that would be considered lower income project area residents is N/A.

Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award N/A contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ N/A.
- C. Of these contracts N/A will be awarded to Section 3 Businesses.
- D. The total estimated dollar value of contracts awarded to Section 3 Businesses is \$ N/A.

I certify to the greatest extent possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.


Signature (Prime Contractor or Subcontractor)

6/1/23
Date

Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

1. Entering into "first Source" hiring agreements with organizations representing Section 3 residents.
2. Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sect. 135.34) reside.
5. Advertising the training and employment positions by posting flyers (which identify the positions to be filled the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAS, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or development and transitional housing in the neighborhood or service area of the Section 3 covered project.
6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Category 1 or Category 2 persons reside and in the neighborhood or service area in which Section 3 project is located.
9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
11. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
12. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Employment a job coordinator, or contracting with a business concern that is licensed in the field of job placement that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
15. For an HA employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102 and Section 905.201(a)(6).)
16. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
17. Undertaking job counseling, education and related programs in association with local educational institutions.
18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
19. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 resident to be training or employed on the Section 3 covered assistance.
20. Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Examples of Efforts to Award Contracts to Section 3 Business Concerns

1. Utilizing procurement procedure for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
2. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
3. Contacting business assistance agencies, minority contractors and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
4. Advertising contracting opportunities by posting notices, which provide general information, in the common areas or other prominent areas of the housing development or developments owned by and managed by the HA.
5. For Has, contacting resident councils, resident management corporations, or other resident organizations where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
6. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
7. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
8. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
9. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
10. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing or insurance.
11. Arranging solicitations, time for the presentation of bids, quantities, specifications and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
12. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
13. Contacting agencies administering HUD Youth build programs, and notifying these agencies of the contracting opportunities.
14. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media.
15. Developing a list of eligible Section 3 business concerns.
16. For Has, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
17. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
18. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
19. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
20. Encouraging financial institutions in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
21. Actively supporting joint ventures with Section 3 business concerns.
22. Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

Not specified by the New Rule, the Section 3 Clause may still be used as a contract clause, as revised.

Section 3 Clause

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE (REFERRED TO AS THE SECTION 3 CLAUSE):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 BUSINESS SELF-CERTIFICATION

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	
Business DOES NOT meet the above criteria.		

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature:		Date Signed:
Print Name:	Title:	
Company Name:		
Type of Business:(Check One)	Corporation	Partnership Sole Proprietorship Other
Address		
Telephone Number		

SECTION 3 CONTRACTOR ESTIMATED PROJECT WORKFORCE BREAKDOWN

*This form may be used to determine future hiring needs by the contractor.

Job Category	Total Estimated Positions	No. of Positions Currently Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be Filled with Targeted and/or Section 3 Workers and estimate of hire date. Ex: (2)- 5/20
Officers/Supervisors				
Professionals				
Technicians				
Office				
Clerical				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Others				
Others				
Total				



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Red River Homes LLC

2129 W Hefner Rd

Oklahoma City, OK 73120

OWNER:

(Name, legal status and address)

The City of Mustang

1501 N Mustang Road

Mustang, OK 73064

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims

P.O. Box 34526

Seattle, WA 98124

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Meadows Park Sidewalks

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May, 2023.

(Witness)

Kiana M. Pumphrey

(Witness) Kiana M. Pumphrey



Red River Homes LLC

(Contractor as Principal)

(Seal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

Timothy A. Mikolajewski

(Title) Timothy A. Mikolajewski, Assistant Secretary



BID-0018719

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Red River Homes LLC

2129 W Hefner Rd
Oklahoma City, OK 73120

OWNER:

(Name, legal status and address)

The City of Mustang

1501 N Mustang Road
Mustang, OK 73064

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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