



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, May 07, 2024 - 7:00 PM
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

RECEPTION

A reception to welcome newly appointed Police Chief Wallace will be held in the City Hall Lobby on Tuesday, May 7, 2024 from 6:00 pm to 7:00 pm immediately preceding the regularly scheduled City Council meeting. The public is welcome to attend.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Lakehoma Church of Christ

C. ROLL CALL

D. OATH OF OFFICE

D.1 Oath of Office for Mayor Brian Grider, Ward I Councilmember Michael Ray, and Ward III Councilmember James Wald.

D.2 Oath of Office for Police Chief Mike Wallace.

D.3 Election of Vice-Mayor.

E. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

F. 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.

G. 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.

G.1 Approval of 04/02/2024 City Council Minutes.

G.2 *Claims List for FY 2024.

G.3 Approval to Turn Past Due Library Accounts over to Collection Agency.

G.4 Approval of Resolution No. 24-026 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$3,000.

- G.5** Approval of Resolution No. 24-027, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution No. 24-001, Adding to and Amending the Minimum Fine Schedule for Violations of the City of Mustang Code of Ordinances; Providing for an Effective Date; and Providing for Repealer.
- G.6** Approval of Radio System License Agreement Renewal for FY 2025 between the City of Mustang and the City of Oklahoma City.
- G.7** Approval of Interlocal Governmental Cooperation Agreement between the City of Mustang and the Canadian County Sheriff's Office for Renewal of FY 2025 Inmate Housing Agreement.
- G.8** Acknowledgement of Transfer of City Property, Glock Mod. 45mos7/Acro, 9mm S/N CBXE356, to Lieutenant Mark Bailey, Comm. #331 upon his retirement in good standing effective May 31, 2024, after more than 26 years of honorable service to the City of Mustang, which has been the historical past practice of the Police Department.
- G.9** Acknowledgement of Transfer of City Property, Glock Mod. 45mos7/Acro, 9mm S/N CBXE356, to Lieutenant Lance Duncan, Comm. #348 upon his retirement in good standing effective May 20, 2024, after more than 12 years of honorable service to the City of Mustang, which has been the historical past practice of the Police Department.
- G.10** Approval to Declare Certain Items as Surplus and Authorizing Disposal of Those Items.
- G.11** Approval to Declare (3) Glock 22 Simunition Pistols as Surplus and Authorize the Donation to Newcastle Police Department.
- G.12** Nominate Mr. Mike Bailey and Mr. Craig Stephenson to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees.

- G.13** Approval of Retirement from OMRF for Laura Anderson, Human Resources Director, retiring June 3, 2024 after twenty plus years of service to the City of Mustang.
- G.14** Approval of Broker of Record Change for Excess Workers' Compensation Insurance.
- G.15** *Acceptance of Maintenance Bonds and Permanent Street/Utilities Right-of-Way Dedication and Easement for Mustang Highlands Subdivision.

H. INFORMATION/REPORTS

- H.1** City Manager Report
- H.2** Recognition of American Legion's Employees of the Year.
- H.3** City Council Reports
- H.4** 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.

I. 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.

- I.1 Public Hearing and Consideration of Ordinance No. 1299, an Ordinance of the City of Mustang Vacating an Easement Dedicated to the City of Mustang Located in the Southwest Quarter of Section 35, Township 11 North, Range 5 West of the I.M. Canadian County, State of Oklahoma, Within Lot 1, Block 1 of Wild Horse Canyon Commercial, 1st Plat, as More Particularly Described Below; Declaring Repealer; and Providing for Severability
- I.2 Consideration of Preliminary Plat Application, PP-11-8-23-1-34, Meadow Hills Estates, DLP Development, LLC, 520 S Lewis Ln, 3.83 Acres – 16 Single-Family Lots.
- I.3 *Consideration of Contract and Bonds for Project Labeled SW 89th Street Improvements.
- I.4 *Consideration of First Amendment to the Interlocal Cooperation Agreement for the Collection and Disposal of Residential and Commercial Refuse between the Mustang Improvement Authority and Approved by the City of Mustang and the Oklahoma Environmental Management Authority.

J. MATTERS FOR EXECUTIVE SESSION

- J.1 Consideration of Bargaining Agreement between the City of Mustang and the Fraternal Order of Police Local 163 for Fiscal Years 2024-2025, 2025-2026, and 2026-2027; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(1).
- J.2 Consideration of In re Convergeone Holdings, Inc., et al., Case No. 24-90194 (CML), United States Bankruptcy Court, Southern District of Texas; and, Proposed executive session as authorized by 25 Okla. Stat. 307(B)(4).

K. ADJOURNMENT

Note:

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



Agenda Item No: G.1

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Lisa Martin

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 04/02/2024 City Council Minutes.

Recommendation:

Approve

Initiator:

Lisa Martin

Background:

Minutes from the April 2, 2024, City Council meeting.

Financial Impact:

Staff Comments:

Attachments:

[04-02-2024 City Council Minutes.pdf](#)

MUSTANG CITY COUNCIL
APRIL 2, 2024

The Mustang City Council met in regular session on Tuesday, April 2, 2024, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, March 29, 2024, at 10:28 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 Daniel Ross, Pastor, Christ Lutheran Church.

Pastor Ross led the assembly in the Pledge and Invocation. He stated the Church has been busy with Easter and their food bank stating they are always looking for ways to serve the City and those around us.

C. ROLL CALL

Councilmembers Present:	Ray
	Leete
	Wald
	Waugh
	McKenzie
	Sholund
	Grider

Councilmembers Absent:	None
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D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

F.1 Approval of 03/05/2024 City Council Minutes.

F.2 *Claims List for FY 2024.

F.3 Declare 2007 Chevrolet Silverado as Surplus and Authorize the Sale of the Vehicle.

- F.4 Acknowledgement of Transfer of City Property, Glock Mod. 45mos7/Acro, 9mm S/N CBXE356, to Chief Robert Groseclose, Comm. #356 upon his retirement in good standing effective May 17, 2024, after more than 7 years of honorable service to the City of Mustang, which has been the historical past practice of the Police Department.
- F.5 Approval of Oklahoma Municipal Retirement Fund Authorized Agent Designation.

MOTION was made by **Vice Mayor Ray**, seconded by **Councilman Wald**, to Approve the Consent Agenda Items F.1 thru F.5.

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

NAY: None

G. INFORMATION/REPORTS

- G.1 City Manager Report

City Manager Rooney announced Deputy Police Chief Mike Wallace as the next Chief of Police for the City of Mustang, replacing retiring Chief Rob Groseclose.

Rooney also introduced Jessica Hunt, the new Human Resources Director for the City of Mustang, replacing retiring HR Director Laura Anderson.

- G.2 Consideration of Proclamation Declaring the Month of April, 2024 as World Autism Month in the City of Mustang, Oklahoma.

Mayor Grider read the Proclamation out loud.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Approve the Proclamation.

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

NAY: None

- G.3 Consideration of Proclamation Declaring the Week of April 14-20, 2024 as National Telecommunicator Week in the City of Mustang, Oklahoma.

Mayor Grider read the Proclamation out loud and presented it to the Police Department Support Services Division.

MOTION was made by **Vice Mayor Ray**, seconded by **Councilman Waugh**, to Approve the Proclamation.

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

NAY: None

G.2 City Council

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

Vice Mayor Ray congratulated Mike Wallace and Jessica Hunt on their new positions with the City.

Councilman Leete also congratulated Chief Wallace and Ms. Hunt as well as thanked the Police Department's Support Services Division for all their hard work stating it is an extremely difficult job.

Councilman Wald thanked Chiefs Groseclose and Wallace for their service to the City of Mustang.

Councilman Waugh thanked the City for keeping everyone informed regarding the State Highway 152 waterline relocation.

Councilman McKenzie thanked *City Manager Rooney* and *Assistant City Manager Battles* for their quick response to restoring the basketball goal due to graffiti. He also thanked Chiefs Groseclose and Wallace and welcomed Ms. Hunt to the City of Mustang stating she had big shoes to fill.

Councilman Sholund also thanked Chiefs Groseclose and Wallace and welcomed Ms. Hunt to the City of Mustang.

Mayor Grider congratulated Chief Groseclose and HR Director Anderson on their retirements. He stated he had the opportunity through ACOG to attend the national conference in Washington, D.C. and met with all the Oklahoma legislators stating the meetings went well. He thanked the Parks and Recreation Department on a successful Eggstravaganza event. **Grider** stated he met with a group of people who may be interested in moving their business here stating anytime he shows Mustang to others, they are very impressed.

H. DISCUSSION ITEMS

- H.1 Consideration of Ordinance No. 1300, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the Canadian County Sheriffs Office.

Police Chief Groseclose stated this item is to declare a 2018 Chevrolet Tahoe surplus and authorize the sale of the vehicle to the Canadian County Sheriff's Office.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Wald**, to Approve Ordinance No. 1300.

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

NAY: None

- H.2 Consideration of Ordinance No. 1301, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the City of Jones, Oklahoma.

Police Chief Groseclose stated this item is to declare a 2018 Chevrolet Tahoe surplus and authorize the sale of the vehicle to the City of Jones.

MOTION was made by **Vice Mayor Ray**, seconded by **Councilman Leete**, to Approve Ordinance No. 1301.

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

NAY: None

- H.3 Consideration of Ordinance No. 1302, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the City of Piedmont, Oklahoma.

Police Chief Groseclose stated this item is to declare a 2018 Chevrolet Tahoe surplus and authorize the sale of the vehicle to the City of Piedmont.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Leete**, to Approve Ordinance No. 1302.

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

NAY: None

- H.4 Consideration of Ordinance No. 1303, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the City of Harrah, Oklahoma.

Police Chief Groseclose stated this item is to declare a 2018 and 2019 Chevrolet Tahoes surplus and authorize the sale of the vehicles to the City of Harrah.

MOTION was made by **Vice Mayor Ray**, seconded by **Councilman Waugh**, to Approve Ordinance No. 1303.

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

NAY: None

- H.5 Consideration of Ordinance No. 1304, (A) an Ordinance of the City of Mustang, Oklahoma, Declaring Certain Police Vehicles Surplus, Authorizing the Sale of such Vehicles to Other Public Agencies and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfers, and Providing for Severability; and (B) an Agreement for Sale of Surplus Police Vehicles to the City of Union City, Oklahoma.

Police Chief Groseclose stated this item is to declare two 2019 Chevrolet Tahoes surplus and authorize the sale of the vehicles to the City of Union City.

MUSTANG CITY COUNCIL

APRIL 2, 2024

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MOTION was made by **Councilman Wald**, seconded by **Councilman Sholund**, to Approve Ordinance No. 1304.

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

NAY: None

- H.6 *Consideration of Ordinance No. 1305, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances by Amending Chapter 106, Division 3: (A) Section 106-441 Establishing Subdivider Requirements for Provision of Public Water Supply and Construction Requirements; (B) Section 106-443 Establishing Water Main Size and Installation Requirements; and (C) Section 106-444 Establishing Requirements for Fire Protection, Fire Hydrants and Fire Lanes; Declaring Repealer; and Providing for Severability.

Community Development Director Helsel stated the Community Development Department and the Fire Department developed a Water Policy approved by City Council in 2013 stating these policies are important to ensure water and fire safety provision for new developments. She stated the Development Review Committee suggested the policy be codified as part of the City of Mustang Code of Ordinances to make it formal and more easily enforced.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Leete**, to Approve Ordinance No. 1305.

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

NAY: None

- H.7 Consideration of Public Fleet Conversion Grant Contract between The Association of Central Oklahoma Governments & City of Mustang. ACOG Grant # R1-2024.

Assistant City Manager Battles stated this is an agreement with ACOG for reimbursement of certain costs incurred for the purchase of two dual level 3 "DC Fast" electric vehicle chargers stating it is part of a grant award from the ACOG Clean Air Public Fleet Grant. He stated the total cost is estimated at \$364,500 with 80% reimbursement, \$274,550, from ACOG and the City's share of \$89,750 provided through the Limited Purpose Capital Fund.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Approve the Grant Contract.

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

NAY: None

- H.8 *Consideration of Acceptance of Bids for Project Labeled SW 89th Street Improvements MUS-TR17-001.

Assistant City Manager Battles stated four bids were received March 26, 2024, for the reconstruction and signalization of SW 89th Street and State Highway 4. Staff recommends all four bids be accepted.

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Waugh**, to Accept All Bids for the project labeled SW 89th Street Improvements.

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

NAY: None

- H.9 *Consideration of Award of Bid for Project Labeled SW 89th Street Improvements MUS-TR17-001.

Assistant City Manager Battles stated bids were received for the reconstruction and signalization of SW 89th Street and State Highway 4 stating the overall low bid was provided by Rudy Construction Co. He stated bid specifications requested a Base Bid amount as well as adding an Alternate 1 using concrete and Alternate 2 using asphalt. Staff recommends awarding the Base Bid plus Alternate 1 – Concrete for a total amount of \$1,795,702.95.

MOTION was made by **Councilman Sholund**, seconded by **Councilman McKenzie**, to Award the project labeled SW 89th Street Improvements to Rudy Construction Co. in the Amount of \$1,795,702.95.

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

NAY: None

I. MATTERS FOR EXECUTIVE SESSION:

- I.1 Consideration of Bargaining Agreement between the City of Mustang and the International Association of Fire Fighters Local 4383 for Fiscal Years 2024-2025, 2025-2026 and 2026-2027; and proposed Executive Session as authorized by 25 Okla. Stat. 307§(B)(1).
- I.2 Consideration of Settlement Agreement and Release between the City of Mustang and Buddy Corbin; and proposed Executive Session as authorized by 25 Okla. Stat. 307(B)(1)

- I.3 Consideration of City of Mustang, Oklahoma vs. Loren R. Smith and Wilma Smith, Co-Trustees of the Loren R. and Wilma L. Smith Revocable Trust dated July 23, 2002, Case No. CV-2019-53, District Court, Canadian County, Oklahoma, including requested approval of Mediation Agreement resolving the pending proceeding and authorizing the City Attorney to execute such judgments, orders and other documents as necessary to implement the Mediation Agreement and finalize the proceeding; and, Proposed executive session as authorized by 25 Okla. Stat. § 307(B)(4).
- I.4 Consideration of Chelsea Herrera v. KinderCare Learning Centers, LLC, Case No. CJ-2022-371, District Court, Canadian County, Oklahoma; and, Proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).

MOTION was made by **Councilman Wald**, seconded by **Councilman Waugh**, to Adjourn to Executive Session.

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

NAY: None

TIME ADJOURNED to Executive Session: **7:30 p.m.**

Mayor Grider called the meeting back into Session.

TIME RETURNED to Executive Session: **8:20 p.m.**

In reference to Item I.1 –

MOTION was made by **Councilman Wald**, seconded by **Councilman Waugh**, to Approve the Agreement with the Firefighters Local 4383.

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

NAY: None

In reference to Item I.2 –

MOTION was made by **Councilman Wald**, seconded by **Vice Mayor Ray**, to Approve the Settlement and Release Agreement.

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

NAY: None

In reference to Item I.3 –

MOTION was made by **Councilman Sholund**, seconded by **Councilman Leete**, to Ratify and Approve the Terms of the Mediation Agreement between the City of Mustang and the Loren R. and Wilma L. Smith Revocable Trust Settling the proceedings styled *The City of Mustang, Oklahoma vs. Loren R. Smith and Wilma Smith, Co-Trustees of the Loren R. and Wilma L. Smith Revocable Trust*, Case No. CV-2019-53, and Authorizing the City Attorney to Execute such Judgments, Orders and other documents as necessary to accomplish the terms of the Mediation Agreement and Conclude the Settlement of the Condemnation Proceeding.

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

NAY: None

In reference to Item I.4 –

Informational purposes only.

J. ADJOURNMENT

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

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

NAY: None

The meeting was adjourned at **8:21 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk



Agenda Item No: G.2

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY 2024.

Recommendation:

Approve

Initiator:

Ashley Neely

Background:

Claims List for FY24.

Financial Impact:

\$530,708.64

Staff Comments:

Attachments:

[GF Claims List - FY24.pdf](#)

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		CITY ATTORNEY				
24-1557	01-R0138	R.D. GRACE	EXPERT APPRAISAL SERVICES	3/2024	23990169-6B	1,112.50
DEPARTMENT TOTAL:						1,112.50
DEPARTMENT: 11		CITY MANAGER				
24-0116	01-B0274	HEALTH CARE SERVICE CORPORARETIRE HEALTH INSURANCE		4/2024	202404181262	3,316.91
24-0086	01-D1082	DELTA DENTAL PLAN OF OKLAHORETIREE DENTAL INSURANCE		4/2024	202404181263	509.14
24-0495	01-H0167	HEALTH CARE SERVICE CORPORACOBRA INS ADMIN FEE		3/2024	202404181270	75.00
24-0118	01-J1071	CRUSH ENTERPRISES, INC. CLEANING SERVICES		4/2024	INV47882	880.00
24-0330	01-S0137	STANDARD INSURANCE COMPANY RETIREE VISION		4/2024	202404181264	71.52
24-1185	01-V0106	VALIR OUTPATIENT CLINICS, LPRE-EMPL DRUG SCREENS		3/2024	482808	45.00
DEPARTMENT TOTAL:						4,897.57
DEPARTMENT: 12		LIBRARY				
24-1388	01-B1023	BTAC UNITED ACQUISITION HOLBOOKS		3/2024	5018822721	49.39
24-1388	01-B1023	BTAC UNITED ACQUISITION HOLBOOKS		4/2024	5018840910	1,044.00
24-1142	01-I0023	INGRAM LIBRARY SERVICES LLCJUVENILE BOOKS		3/2024	81181940	12.97
24-1142	01-I0023	INGRAM LIBRARY SERVICES LLCJUVENILE BOOKS		4/2024	81309879	292.57
24-1325	01-I0023	INGRAM LIBRARY SERVICES LLCYA BOOKS		3/2024	81181942	476.83
24-1325	01-I0023	INGRAM LIBRARY SERVICES LLCYA BOOKS		4/2024	81391528	53.05
24-1609	01-I0023	INGRAM LIBRARY SERVICES LLCJUVENILE BOOKS		4/2024	81391530	286.92
24-1384	01-M0263	MIDWEST TAPE, LLC JUVENILE A/V		4/2024	505274240	162.79
24-1659	01-M0332	ANNE CONAWAY-CAMPBELL MORALPROGRAM FEE		4/2024	202404181275	80.00
24-1605	01-S0372	SYSTEMS TECHNOLOGY GROUP INREAD SQUARED RENEWAL		3/2024	14107	495.00
24-1658	01-S1023	CRESHIA STARK BILINGUAL STORY TIME		4/2024	202404181279	60.00
DEPARTMENT TOTAL:						3,013.52
DEPARTMENT: 13		PARKS AND RECREATION				
24-0286	01-C0106	CINTAS CORPORATION NO. 2 WHP BATHROOM SUPPLIES		3/2024	4187884149A	19.23
24-0286	01-C0106	CINTAS CORPORATION NO. 2 WHP BATHROOM SUPPLIES		4/2024	4188600230A	131.82
24-0276	01-C0286	CIVICPLUS, LLC CIVIC REC SOFTWARE FEES		3/2024	298827	661.94
24-0274	01-F0078	DAIOHS USA, INC MEETING SUPPLIES		3/2024	389596	85.31
24-1643	01-F0078	DAIOHS USA, INC MEETING SUPPLIES		4/2024	390783	84.90
24-1680	01-RF0095	MALLORY MAGGIO SWIM TEAM REFUND		4/2024	202404181278	100.00
DEPARTMENT TOTAL:						1,083.20

FUND: 01 - GENERAL FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
24-0504	01-C0025	CANADIAN COUNTY ELECTION	BOPRE-ELECTION & ELECTION	4/2024	202404181266	2,656.99
24-0087	01-D0088	STATE OF OKLAHOMA - DEPARTMINMATE	LABOR	4/2024	UNCCC-3060324	540.00
24-0298	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	PRINTING SERVICES	4/2024	763431	1,467.48
24-0323	01-S0085	SILVER STAR CONSTRUCTION	COSTREET & MOWING CONTRACTO	3/2024	34609	75,094.19
24-0333	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	4/2024	INV1634050	2,235.00
24-0321	01-S0306	SETH B SHAY	PEST CONTROL SERVICES	3/2024	2119	160.00
24-1023	01-S0306	SETH B SHAY	PEST CONTROL NEW FS	3/2024	32924-01	600.00
DEPARTMENT TOTAL:						82,753.66
DEPARTMENT: 18		TOWN CENTER				
24-1598	01-B0154	ICE MAKER SALES & SERVICE	IICE MAKER REPAIR	3/2024	1102033-IN	295.00
24-0302	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	3/2024	4187884149	462.70
24-1632	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	4/2024	4188600230	879.51
24-0394	01-D0089	DAVE'S SAFE & LOCK LLC	LOCK REPAIR/KEY REPLACE	4/2024	8726	74.00
24-1510	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	3/2024	794889147	479.83
24-0289	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICE	4/2024	INV47884	3,595.00
24-0312	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	4/2024	52233553-00	12.37
24-0604	01-M0193	METRO SIGN CORPORATION	LED SIGN REPAIR	3/2024	205683A	652.10
24-1511	01-M0193	METRO SIGN CORPORATION	REPAIR LED SIGN	3/2024	205683	660.00
24-0320	01-R0129	RED EARTH ENVIRONMENTAL	PARTITION MAINTENANCE	3/2024	603880	125.00
24-1617	01-S0380	SUMMIT FIRE & SECURITY LLC	ALARM REPAIRS	4/2024	1493625	708.50
24-1611	01-S1145	U CHANGE LOCKS INDUSTRIES	ISENIOR CENTER DOOR REPAIR	4/2024	INV592610	2,643.16
DEPARTMENT TOTAL:						10,587.17
DEPARTMENT: 19		BALL COMPLEX				
24-0405	01-A0110	ALL SEASON BUILDING SUPPLY	FIELD MAINTENANCE	3/2024	366699	69.55
24-0899	01-B1019	BEN E. KEITH COMPANY	FOOD/SUPPLIES CONCESSIONS	3/2024	66459857	372.41
24-0899	01-B1019	BEN E. KEITH COMPANY	FOOD/SUPPLIES CONCESSIONS	4/2024	66472116	138.53
24-1422	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS SUPPLIES	4/2024	66469663	2,136.52
24-1663	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS SUPPLIES	4/2024	66483371	2,400.96
24-1426	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL - CONCESSIONS	3/2024	4187884185	197.60
24-1426	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL - CONCESSIONS	4/2024	4188600209	646.73
24-0451	01-F0078	DAIOHS USA, INC	CONCESSION SUPPLIES	3/2024	390761	733.65
24-0446	01-F0144	405 TECHNOLOGY SOLUTIONS,	LPOS SYSTEM-CONCESSIONS	4/2024	2607	487.58
24-0448	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	3/2024	795586544	484.00
24-1423	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS SUPPLIES	3/2024	7829347	864.67
24-1423	01-I1119	STEPHENSON WHOLESALE CO.,	ICONCESSIONS SUPPLIES	4/2024	7834058	1,790.48
24-0403	01-O0034	OWENS SEPTIC SERVICE, LLC	DOG PARK POTTY RENTAL	4/2024	04012024-69	210.00
24-1568	01-P0144	BOTTLING GROUP, LLC	SUPPLIES FOR CONCESSIONS	3/2024	36404358	3,612.17
24-1568	01-P0144	BOTTLING GROUP, LLC	SUPPLIES FOR CONCESSIONS	4/2024	28773359	1,024.40
24-1473	01-P0203	PORTA-PRO MOUNDS INC	PITCHING MOUND	2/2024	063809A	1,945.00
24-0709	01-P0214	PRESTIGE WORLDWIDE CONSULTI	JOHNNY FRZ CUPS FOR CONC	4/2024	23	900.00
24-0691	01-S0355	SUNSHINE SWEETS, LLC	DIP N DOTS 4 CONCESSIONS	4/2024	I240409524	986.00
DEPARTMENT TOTAL:						19,000.25

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
24-0589	01-D0144	DON-CO SEWER & DRAIN	AQUATIC CENTER REPAIRS	4/2024	7329	775.00
24-1483	01-S9983	SUNBELT POOLS, INC	REPAIR PUMP ROOM LEAKS	4/2024	PSI009135	7,767.00
24-1682	01-S9983	SUNBELT POOLS, INC	INSTALL STANCHION ANCHORS	4/2024	PSI009228	695.00
DEPARTMENT TOTAL:						9,237.00
DEPARTMENT: 21 FINANCE						
24-0080	01-D0030	A-7 AUSTIN, LTD	CHECK ORDER	4/2024	43988	500.00
24-1685	01-D0030	A-7 AUSTIN, LTD	CHECK ORDER	4/2024	43988A	116.97
24-0349	01-M1030	THE MEADOWS CENTER FOR OPPDOCUMENT SHREDDING		4/2024	10380030	1,045.76
24-1645	01-O0094	OKLAHOMA STATE UNIVERSITY	OMCCA MASTERY CERT PROGRM	4/2024	V2-4312-5	20.00
24-0215	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	CASH RECEIPTS	4/2024	763436	355.47
DEPARTMENT TOTAL:						2,038.20
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
24-0379	01-O0096	OKLAHOMA UNIFORM BUILDING	CBUILDING PERMIT FEES	3/2024	202404181277	212.00
24-0385	01-S0373	RPS AUTO LLC	BULK OIL & LUBE	4/2024	00543-34755	92.99
DEPARTMENT TOTAL:						304.99
DEPARTMENT: 41 POLICE						
24-0037	01-B0006	KARBS TOWING LLC	TOWING SERVICES	3/2024	24-63937	50.00
24-0037	01-B0006	KARBS TOWING LLC	TOWING SERVICES	4/2024	24-64694	50.00
24-1546	01-E0051	ELITE TROPHIES, LLC	RETIREMENT GIFT	4/2024	26507	85.00
24-0066	01-F0078	DAIOHS USA, INC	ICE MACHINE RENT/SERVICE	4/2024	391199	135.00
24-1549	01-F4474	FIRETROL PROTECTION SYSTEMS	FIRE EXTINGUISHER MAINT	4/2024	100922467	1,471.16
24-0076	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING SERVICE	4/2024	INV47883	1,585.00
24-1596	01-M0115	MTM RECOGNITION CORPORATION	BADGE ORDER	4/2024	6195016	18.00
24-0081	01-M0170	DAVID L. MORRIS	VEHICLE MAINTENANCE	3/2024	247-03202024	240.00
24-0079	01-M1160	MOTOROLA SOLUTIONS INC	WATCHGUARD AGREEMENT	3/2024	8230451309	1,445.67
24-0053	01-O0179	STATE OF OKLAHOMA	BOILER INSPECTIONS	4/2024	B949172	50.00
24-1620	01-O1016	OGD OVERHEAD GARAGE DOOR, L	REPAIR SALLY PORT W DOOR	3/2024	144777131	1,460.00
24-0094	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMEN	1/2024	S43-43B-0124	5,130.00
24-0094	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMEN	3/2024	33556751	1,126.17
24-0100	01-S0373	RPS AUTO LLC	PD VEHICLE OIL CHANGES	3/2024	00543-33343	919.40
24-1587	01-S0373	RPS AUTO LLC	OIL CHANGES FOR PD	3/2024	00543-34155	80.24
24-0104	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	4/2024	849966276	236.13
24-0107	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	3/2024	000534	270.25
24-0108	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM CLEANING	2/2024	MPDMarch2024	547.50
24-1586	01-Y0040	YUKON TROPHY & AWARDS INC	DECALS-NEW MARKED TAHOES	4/2024	424136	4,193.00
DEPARTMENT TOTAL:						19,092.52

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42		ANIMAL WELFARE				
24-0415	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	3/2024	426373	15.00
24-0415	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	4/2024	426602	173.59
24-1180	01-H0191	WENDY HOWARD DVM, PC	SPAY & NEUTER SERVICES	1/2024	2138138	112.00
24-1180	01-H0191	WENDY HOWARD DVM, PC	SPAY & NEUTER SERVICES	3/2024	2152022	546.00
24-1618	01-H0191	WENDY HOWARD DVM, PC	SPAY/NEUTER SERVICES	4/2024	2157467	278.00
24-0420	01-J1071	CRUSH ENTERPRISES, INC.	ANIMAL WELFARE CLEANING	4/2024	INV47881	395.00
24-1243	01-O0273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	3/2024	2150693	125.00
24-0427	01-P0181	PLAN-IT FIRE, LLC	ALARM MONITORING	4/2024	20241396	41.00
DEPARTMENT TOTAL:						1,685.59
DEPARTMENT: 51		FIRE				
24-0342	01-A0039	ASC INC	VEHICLE REPAIR & MAINT	4/2024	193576	244.69
24-0343	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT	3/2024	369369	5.47
24-0343	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT	4/2024	371503	21.02
24-1651	01-A0301	ASSESSMENT, INC.	PSYCHOLOGICAL TESTING	4/2024	5948	140.00
24-1638	01-C0060	CRAIG CARRUTH	PER DIEM OFCA CONFERENCE	4/2024	202404181268	80.00
24-1372	01-C1068	CDW LLC	FIRE DEPARTMENT SERVER	3/2024	QG54789	59.32-
24-0640	01-H0165	HD SUPPLY, INC	CLEANING SUPPLIES	3/2024	794889162	1,682.89
24-0433	01-N0003	NORTH AMERICA FIRE EQUIPMEN	VERSA PRO DUEL CERT COAT	3/2024	1266443	525.00
24-0340	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT	4/2024	0309-296868	50.54
24-0716	01-O1112	TODD ANTHONY WARD	POLYGRAPH FOR NEW FF	4/2024	2024-14	250.00
24-1650	01-O1112	TODD ANTHONY WARD	POLYGRAPH FOR NEW FF	4/2024	2024-16	250.00
24-1614	01-P0059	FERGUSON US HOLDINGS, INC	HYDRANT TESTING GAUGES	3/2024	0258822	129.58
24-1635	01-R0146	ROGUE COMPETITION AUTOMOTIV	ANNUAL PM/INSPECTION	4/2024	16128	864.91
24-1654	01-T1084	T-MOBILE USA, INC.	AIR TIME ON TABLETS	3/2024	202404181280	155.21
24-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	4/2024	2770148005	81.98
DEPARTMENT TOTAL:						4,421.97
FUND TOTAL:						159,228.14

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-0982	01-A0110	ALL SEASON BUILDING SUPPLY	PARK MAINTENANCE	3/2024	369429	29.67
24-1460	01-G0110	PLAYCORE WISCONSIN, INC.	PARTS-BRITTANY PLAYGROUND	3/2024	PJI-0232231	2,194.72
24-0327	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CONTRACT	3/2024	34610	475.00
DEPARTMENT TOTAL:						2,699.39
FUND TOTAL:						2,699.39

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
24-1676	01-B0232	CALEB BROWN	BICYCLE ASSEMBLY	4/2024	202404181265	350.00
24-1604	01-C1014	CENGAGE LEARNING, INC.	UDEMY SUBSCRIPTION RENEW	3/2024	84124423	2,904.74
DEPARTMENT TOTAL:						3,254.74
FUND TOTAL:						3,254.74

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00	ADMINISTRATION					
24-1481	01-A0294	GEORGE E DECHER	EGGSTRAVAGANZA INFLATABLE	3/2024	23563027	508.54
DEPARTMENT TOTAL:						508.54
FUND TOTAL:						508.54

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
24-0327	01-S0085	SILVER STAR CONSTRUCTION COMAINTENANCE CONTRACT			3/2024 34610	28,996.34
DEPARTMENT TOTAL:						28,996.34
FUND TOTAL:						28,996.34

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
24-0603	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW PRO	4/2024	850002663	345.00
DEPARTMENT TOTAL:						345.00
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
24-1583	01-C1068	CDW LLC	KNOWBE4 SECURITY TRAINING	3/2024	QG94584	3,105.00
DEPARTMENT TOTAL:						3,105.00
DEPARTMENT: 20 AQUATICS						
24-1174	01-S9983	SUNBELT POOLS, INC	SPRAY & SPLASH WA FEATURE	4/2024	PSI009236	88,000.00
DEPARTMENT TOTAL:						88,000.00
DEPARTMENT: 51 FIRE						
24-1372	01-C1068	CDW LLC	FIRE DEPARTMENT SERVER	3/2024	QK32632	8,476.08
DEPARTMENT TOTAL:						8,476.08
DEPARTMENT: 61 STREETS						
24-1627	01-K0044	KINLOCH EQUIPMENT & SUPPLY	MOWER, LT KIT, WINCH	4/2024	202404181272	70,412.50
DEPARTMENT TOTAL:						70,412.50
DEPARTMENT: 72 WATER						
24-1504	01-C1197	CORE & MAIN LP	WATER LINE PARTS	4/2024	U613640	1,577.33
24-0617	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	3/2024	52101433-00	54.82
24-0617	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	4/2024	52211571-00	158.74
24-1505	01-P0049	PIONEER SUPPLY, LLC	WATER LINE PARTS	4/2024	INV65993	9,664.70
DEPARTMENT TOTAL:						11,455.59
FUND TOTAL:						181,794.17

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-1672	01-C0297	CENTRAL ANESTHESIA ASSOCIATWC	CLAIM #2023-12	4/2024	202404181269	700.60
24-1670	01-I0053	INDEPENDENT MEDICAL EXAMINAWC	CLAIM #2009-07	4/2024	202404181271	50.00
24-1683	01-M0267	MEDICAL CLAIMS REVIEW SERVIMEDICAL	BILL AUDIT FEE	4/2024	202404181273	94.26
24-1671	01-M0299	B3W LLC	WC CLAIM #2023-11	4/2024	202404181274	136.40
24-1673	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	CLAIM #2023-12	4/2024	202404181276	10,721.93
24-0489	01-O0181	STATE OF OKLAHOMA	MULTIPLE INJURY FUND	3/2024	202404191281	2,025.22
24-1697	01-O0181	STATE OF OKLAHOMA	MULTIPLE INJURY TRST FUND	3/2024	202404191282	83.00
DEPARTMENT TOTAL:						13,811.41
FUND TOTAL:						13,811.41

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 MAYOR AND COUNCIL						
24-1175	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	4/2024	8595A	3,222.00
DEPARTMENT TOTAL:						3,222.00
DEPARTMENT: 01 CITY ATTORNEY						
24-1742	01-M0343	JON MILLER	IMLA TRAVEL REIMBURSEMENT	5/2024	202405011311	520.47
DEPARTMENT TOTAL:						520.47
DEPARTMENT: 11 CITY MANAGER						
24-0118	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICES	5/2024	INV53481	880.00
24-0528	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	4/2024	MT617101	553.00
DEPARTMENT TOTAL:						1,433.00
DEPARTMENT: 12 LIBRARY						
24-1388	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	4/2024	5018855872	50.94
24-1416	01-D0160	DANE & ASSOCIATES ELECTRIC	ELECTRICAL WORK	2/2024	7205	600.00
24-1500	01-D0160	DANE & ASSOCIATES ELECTRIC	ELECTRICAL WORK	2/2024	7205A	242.80
24-1142	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	4/2024	81625655	10.87
24-1325	01-I0023	INGRAM LIBRARY SERVICES LLC	YA BOOKS	4/2024	81625654	39.95
24-1609	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	4/2024	81625656	126.39
24-1381	01-M0263	MIDWEST TAPE, LLC	AUDIO VISUAL	4/2024	505375578	88.38
24-1384	01-M0263	MIDWEST TAPE, LLC	JUVENILE A/V	4/2024	505375577	73.97
DEPARTMENT TOTAL:						1,233.30
DEPARTMENT: 13 PARKS AND RECREATION						
24-0286	01-C0106	CINTAS CORPORATION NO. 2	WHP BATHROOM SUPPLIES	4/2024	4190045134A	38.46
DEPARTMENT TOTAL:						38.46
DEPARTMENT: 15 GENERAL GOVERNMENT						
24-1507	01-S0139	STANLEY STEEMER	CARPET CLEANING CITY HALL	4/2024	566223-30	725.00
24-0321	01-S0306	SETH B SHAY	PEST CONTROL SERVICES	4/2024	42524-3	600.00
24-1023	01-S0306	SETH B SHAY	PEST CONTROL NEW FS	4/2024	2134	160.00
DEPARTMENT TOTAL:						1,485.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18		TOWN CENTER				
24-1632	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	4/2024	4190045134	1,062.67
24-1610	01-E0115	ERC ACQUISITION INC.	GYM WIPES FOR FITNESS RMS	4/2024	939120	399.60
24-1510	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	3/2024	796487031	316.19
24-0289	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICE	5/2024	INV53483	3,595.00
24-0312	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	4/2024	52324009-00	104.78
24-1690	01-L0399	LIBERTY FLAGS, INC.	OUTDOOR FLAGPOLE FLAGS	4/2024	111580	369.50
DEPARTMENT TOTAL:						5,847.74
DEPARTMENT: 19		BALL COMPLEX				
24-1425	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	4/2024	202405011308	2,575.00
24-1664	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR CONCESSIONS	4/2024	202405011307	365.00
24-0722	01-B1019	BEN E. KEITH COMPANY	FOOD/CANDY/PPGOODS CONC	4/2024	66488242B	36.25
24-0899	01-B1019	BEN E. KEITH COMPANY	FOOD/SUPPLIES CONCESSIONS	4/2024	66488242A	315.10
24-1422	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS SUPPLIES	4/2024	66488242	1,212.44
24-1663	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS SUPPLIES	4/2024	66493445	1,604.42
24-1426	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	4/2024	4190045087	682.72
24-1665	01-F0078	DAIOHS USA, INC	CONCESSIONS COFFEE/CAPP	4/2024	838085	628.18
24-1423	01-I1119	STEPHENSON WHOLESALE CO., I	CONCESSIONS SUPPLIES	4/2024	7839588	3,020.17
24-1568	01-P0144	BOTTLING GROUP, LLC	CONCESSION BEVERAGES	4/2024	30757256	1,982.70
24-1666	01-P0144	BOTTLING GROUP, LLC	CONCESSION BEVERAGES	4/2024	32158709	3,841.18
24-1641	01-P0163	PIONEER MANUFACTURING COMP	QUICK STRIPE PAINT	4/2024	INV921989	1,059.37
24-0709	01-P0214	PRESTIGE WORLDWIDE CONSULTI	JOHNNY FRZ CUPS FOR CONC	4/2024	24	765.00
24-1702	01-S0368	STABILIZER SOLUTIONS, INC	MOULD & BOX CLAY	4/2024	0051840-IN	2,960.00
DEPARTMENT TOTAL:						21,047.53
DEPARTMENT: 20		AQUATICS				
24-1710	01-D0134	DON'S PLUMBING INC	AQUATIC CENTER REPAIRS	4/2024	WO-6148A	879.00
DEPARTMENT TOTAL:						879.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
24-0382	01-M0234	MUSTANG TIMES LLC	LEGALS	4/2024	MT617107	43.40
DEPARTMENT TOTAL:						43.40

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE				
24-0037	01-B0006	KARBS TOWING LLC	TOWING SERVICES	4/2024	24-64780	55.00
24-1633	01-I1129	CHARLES IMHOFF	REPL OVERHEAD DOOR MOTORS	4/2024	24113	12,465.00
24-1607	01-W1164	WELCO ELECTRIC INC	EVIDENCE PROCESSING LIGHT	4/2024	56719	450.00
DEPARTMENT TOTAL:						12,970.00
DEPARTMENT: 42		ANIMAL WELFARE				
24-1718	01-C0050	SM COKER ENTERPRISE LLC	PLUMBING REPAIRS	4/2024	202405011310	100.00
24-0412	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS DATA TERMINALS	4/2024	LET-014187A	15.00
24-0415	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	4/2024	427281	30.00
24-1618	01-H0191	WENDY HOWARD DVM, PC	SPAY/NEUTER SERVICES	4/2024	2162624	307.00
24-0420	01-J1071	CRUSH ENTERPRISES, INC.	ANIMAL WELFARE CLEANING	5/2024	INV53480	395.00
DEPARTMENT TOTAL:						847.00
DEPARTMENT: 51		FIRE				
24-0342	01-A0039	ASC INC	VEHICLE REPAIR & MAINT	4/2024	194620	110.44
24-1651	01-A0301	ASSESSMENT, INC.	PSYCHOLOGICAL TESTING	4/2024	5951	140.00
24-1612	01-B0289	LISA BURLAGE	GRANT WRITER-SAFER GRANT	4/2024	202405011309	595.00
24-1736	01-C1068	CDW LLC	FIRE PREVENTION SPEAKERS	4/2024	QS77418	24.49
24-0419	01-H1004	YOUR HEALTH LLC	PHYSICALS FOR NEW FF	4/2024	INV-000783A	500.00
24-1652	01-H1004	YOUR HEALTH LLC	PENSION PHYSICAL - NEW FF	4/2024	INV-000783	500.00
24-1660	01-N0003	NORTH AMERICA FIRE EQUIPMEN	WILDLAND PANTS TEAR REP	4/2024	1269075	110.00
24-0340	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT	4/2024	0309-300409	3.67
24-1635	01-R0146	ROGUE COMPETITION AUTOMOTIV	ANNUAL PM/INSPECTION	4/2024	016198	181.06
24-1734	01-S0348	HOWMEDICA OSTEONICS CORP	AED CR2	4/2024	5432888	2,132.17
DEPARTMENT TOTAL:						4,296.83
FUND TOTAL:						53,863.73

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
24-0055	01-D0090	OK DEPT. OF PUBLIC SAFETY	TERMINAL ACCESS	4/2024	LET-014187	585.00
DEPARTMENT TOTAL:						585.00
FUND TOTAL:						585.00

FUND: 11 - PARK'S DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-1692	01-B1026	B&C APPAREL, LLC	WARRIOR WEEKEND SHIRTS	4/2024	3170	1,570.00
24-1675	01-D0237	DYNAMIC DISTRIBUTION CO.	DISC GOLF PRIZES	4/2024	INV37043	3,485.02
DEPARTMENT TOTAL:						5,055.02
FUND TOTAL:						5,055.02

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
24-1189	01-C0108	COWAN GROUP ENGINEERING, LLGIS MONTHLY UPDATES		4/2024	8593	3,850.00
24-1713	01-C0193	CHRIS BROMLOW	"M" WELCOME SIGN PAINTING	4/2024	27135	1,050.00
DEPARTMENT TOTAL:						4,900.00
FUND TOTAL:						4,900.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
24-1662	01-G0110	PLAYCORE WISCONSIN, INC.	PLAYGROUND OLD CITY PARK	4/2024	PJI-0232880	27,105.00
DEPARTMENT TOTAL:						27,105.00
DEPARTMENT: 20 AQUATICS						
24-1684	01-C1068	CDW LLC	COMPUTERS FOR POOL	4/2024	QS52532	1,905.86
24-1480	01-D0134	DON'S PLUMBING INC	REPL FUNDING FOR AQUATIC	4/2024	WO-6148	4,000.00
DEPARTMENT TOTAL:						5,905.86
DEPARTMENT: 51 FIRE						
24-1684	01-C1068	CDW LLC	COMPUTERS FOR POOL	4/2024	LX46014	153.98-
DEPARTMENT TOTAL:						153.98-
DEPARTMENT: 61 STREETS						
24-1431	01-C0108	COWAN GROUP ENGINEERING, LLD DESIGN/SURVEY MUST TRAILS		4/2024	8596	11,000.00
24-1573	01-C0108	COWAN GROUP ENGINEERING, LLD & S MULTIMODAL PHASE I		4/2024	8603	31,231.00
DEPARTMENT TOTAL:						42,231.00
DEPARTMENT: 72 WATER						
24-1504	01-C1197	CORE & MAIN LP	WATER LINE PARTS	4/2024	U730931	86.91
DEPARTMENT TOTAL:						86.91
FUND TOTAL:						75,174.79

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
24-0923	01-H0174	HEALTHSMART BENEFIT SOLUTIONWORKERS COMP SERVICE FEES		3/2024	399704	125.00
24-1694	01-P0166	PTMS 3.0, LC	WC CLAIM 2023-12	4/2024	202405011312	712.37
DEPARTMENT TOTAL:						837.37
FUND TOTAL:						837.37

MAY 2024 VISA

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

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



Agenda Item No: G.3

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

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 April 2024.

Financial Impact:

\$1,061.48

Staff Comments:

Attachments:

[April 2024 Collections City Council Copy.pdf](#)

[illegible]



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 24-026 making Changes in the Library Fund Budget by Making a Supplemental Appropriation to Increase the 2023-2024 Fiscal Year Budget by \$3,000.

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The Library Department has established a partnership with Red River Community Corps (AmeriCorps) to support their initiatives. Through this collaboration, an AmeriCorps member will receive office space and supervision from the Library Department. AmeriCorps will offer financial support for the member's living expenses and program administration. Additionally, the Oklahoma Opportunities Program will allocate 300 service hours specifically for the Library Department during the summer. To contribute to this program, the city has committed to providing a cash-match of \$3,000. This partnership seems to be a valuable opportunity for both the Library Department and the community it serves.

Financial Impact:

\$3,000

Staff Comments:

Attachments:

[Resolution No. 24-026- Supplemental Appropriation - Library Fund.pdf](#)

RESOLUTION NO. 24-026

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2023-2024 FISCAL YEAR BUDGET BY \$3,000.

WHEREAS, The Library Department has established a partnership with Red River Community Corps (AmeriCorps) to support their initiatives. Through this collaboration, an AmeriCorps member will receive office space and supervision from the Library Department. AmeriCorps will offer financial support for the member's living expenses and program administration. Additionally, the Oklahoma Opportunities Program will allocate 300 service hours specifically for the Library Department during the summer. To contribute to this program, the city has committed to providing a cash-match of \$3,000. This partnership seems to be a valuable opportunity for both the Library Department and the community it serves.

WHEREAS, leveraging the ODL 2024 State Aid grant for matching fund;

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:	
Reserved Carryover (07-45199)	\$ 3,000
Expenditures:	
Grants - Match (07-507-5630)	<u>\$ 3,000</u>
Total	<u>\$ 3,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **7th** day of **May 2024**.

Mayor

ATTEST:

City Clerk



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 24-027, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution No. 24-001, Adding to and Amending the Minimum Fine Schedule for Violations of the City of Mustang Code of Ordinances; Providing for an Effective Date; and Providing for Repealer.

Recommendation:

Approve Resolution

Initiator:

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

Background:

The City is required to approve fine schedules for offenses under the Code of Ordinances. Certain offenses relating to tobacco products and persons under the age of 21 years have changed or been added, and the schedule of fines requires adjustment.

Financial Impact:

Staff Comments:

Staff recommends approval.

Attachments:

[Resolution No. 24-027 - Minimum Fine Schedule \(Tobacco Offenses - 050724\).pdf](#)

RESOLUTION NO. 24-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING RESOLUTION NO. 24-001; ADDING TO AND AMENDING THE MINIMUM FINE SCHEDULE FOR VIOLATIONS OF THE CITY OF MUSTANG CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER.

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

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

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

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

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

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

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

WHEREAS; the City Council adopts the following schedule of penalties and fines for the violation of the Mustang Municipal Codes, to be added to and not in exclusion of the schedule of penalties and fines set forth in Resolution No. 24-001;

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

SECTION 1. CONTENT.

1. Resolution number 24-001 is hereby amended to include and/or amend the following schedule of penalties and fines:

<u>VIOLATION</u>	<u>ORDINANCE/ STATUTE</u>	<u>MINIMUM FINE</u>
TOBACCO-DIST SAMPLES – PERSONS UNDER 21 – 1 ST OFFENSE	78-368	\$100.00
TOBACCO-DIST SAMPLES PERSONS UNDER 21 - 2ND OFFENSE WITHIN A TWO YEAR PERIOD	78-368	\$200.00
TOBACCO-DIST SAMPLES PERSONS UNDER 21 - 3RD OFFENSE WITHIN A TWO YEAR PERIOD	78-368	\$300.00
TOBACCO- FURNISH PAPERS, PIPES, ETC. FOR CONSUMPTION OF TOBACCO TO PERSON UNDER AGE 21	78-371	\$100.00

2. Implementation and Term.

Section 1 above shall be implemented and in effect on or after May 7, 2024, and shall continue in effect thereafter unless or until amended or modified.

3. Effective Date and Payment of Fines and Penalties.

Effective this 7th day of May, 2024, the foregoing fines and penalties, together with those set forth in Resolution No. 24-001, assessed for violations of the provisions of the Mustang Municipal Code are payable in the Violations Bureau upon a written plea of guilty or nolo contendere in the Municipal Court of the City of Mustang, Oklahoma.

SECTION 2. REPEALER.

All Resolutions or parts of Resolutions in conflict herewith are hereby repealed; provided, the schedule of penalties and fines for the violation of the Mustang Municipal Codes set forth herein are to be added to and shall not be in exclusion of the schedule of penalties and fines set forth in Resolution No. 24-001.

PASSED AND APPROVED this 7th day of May, 2024.

THE CITY OF MUSTANG

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: May 7, 2024

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Radio System License Agreement Renewal for FY 2025 between the City of Mustang and the City of Oklahoma City.

Recommendation:

Approve

Initiator:

Mike Wallace

Background:

Attached, for your information and review, is the proposed renewal of the agreement between the City of Mustang and the City of Oklahoma City for the purpose of allowing the operation of the City of Mustang 800 MHz public safety radios on the Oklahoma City 800 MHz radio system. The agreement covers usage and normal routine maintenance for both the Mustang police and fire departments mobile and handheld radios.

Financial Impact:

\$52,025.20

Staff Comments:

Staff recommends approval

Attachments:

[FY25 Renewal Letter-Mustang.pdf](#)



**THE CITY OF
OKLAHOMA CITY**
INFORMATION TECHNOLOGY DEPARTMENT

April 1, 2024

The City of Mustang
1501 N Mustang Road
Mustang, OK 73064
Attn: Robert Groseclose, Police Chief

Dear Licensee:

The Licensor and Licensee have the option of renewing **Radio System License Agreement** for the term **07/01/2024 through 06/30/2025** under the same terms, conditions, and provisions, including price(s), as was originally approved.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **05/15/2024**. If the individual signing below is not the owner or an officer of the business or corporation, a letter of authorization should also be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

YOUR CONCURRENCE DOES NOT GUARANTEE RENEWAL. Should the Licensor decide not to renew the above Agreement, you will be notified in writing or electronically. **This form may be mailed, faxed, emailed, scanned, or otherwise electronically submitted for Agreement renewal.**

If you have any questions, please contact me at (405) 297-1941 or IT-ADMIN@OKC.GOV.

Thank you,

Kat Berry
Financial Specialist – Information Technology

_____ Yes, I would like to renew per the above mentioned.

_____ No, I do not wish to renew.

[INTERNAL USE ONLY]

_____ The Licensor chooses not to renew the above Agreement.

PRINTED NAME

TITLE

AUTHORIZED SIGNATURE

COMPANY NAME

STREET ADDRESS

CITY, STATE, AND ZIP CODE

BUSINESS TELEPHONE

CONTRACT EMAIL



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Interlocal Governmental Cooperation Agreement between the City of Mustang and the Canadian County Sheriff's Office for Renewal of FY 2025 Inmate Housing Agreement.

Recommendation:

Approval

Initiator:

Mike Wallace

Background:

Attached, for your information and review, is the proposed renewal of the agreement between the City of Mustang and the Canadian County Government for the purpose of housing municipal prisoners for the City of Mustang on an as needed basis.

Financial Impact:

0

Staff Comments:

Staff recommends approval

Attachments:

[Canadian County Sheriff Inmate Agreement.pdf](#)

CANADIAN COUNTY SHERIFF'S OFFICE

Chris West
Sheriff



Kevin L. Ward
Undersheriff

INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered this _____ day of _____, 2024, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**," and the **City of Mustang**, hereinafter referred to as the "**City**," the execution of which being duly authorized by and approved by the respective governing body of each such entity by appropriate resolution, witnessed:

Whereas, the **County** does have an adequate facility, the **Canadian County Jail**, hereinafter referred to as "**Jail Facility**," to be used as a jail for the safe and secure detention and care of prisoners taken into custody by law enforcement officers empowered to make lawful arrests for the **City**; and

Whereas the parties hereto desire the jail facility be made available for the use of the **City**, pursuant to the terms set forth herein below, for the safe and secure detention and care of persons placed under arrest and taken into custody by **City** law enforcement officers, empowered to make lawful arrest, and held pursuant to order from the **Municipal Court of the City of Mustang**.

I. Term of Agreement

The terms of this agreement shall be from July 1, 2024, to June 30, 2025, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

II. Statement of Services

County agrees to accept all **City** prisoners, defined as any person placed under arrest by any **City** law enforcement officer and taken into custody, in such numbers as can be reasonably accommodated at said facility. This definition is limited by the exceptions as noted within this agreement in section V, paragraph 3. **County** further agrees to provide safe and secure custody for said prisoners for the duration of their confinement in said jail facility.

III. County Responsible for Safe and Secure Custody

County agrees to be responsible for the safe and secure custody of said prisoners transported to the jail facility by **City** law enforcement officers and agrees to ensure that standard security procedures are followed in order to prevent escape. **The city** agrees to follow all prescribed security procedures of the jail facility **regarding the searching of incoming prisoners** and remaining with said prisoner for the arresting officer is duly released by the jail staff on duty.

IV. Town Responsible for Records

The City agrees to submit in writing any charge(s) at the time of incarceration. Any sentences imposed by the **Municipal Court** shall be submitted to the jail staff in writing, signed by the municipal judge, together with appropriate release also signed by the judge. The City bond schedule shall be provided to the jail staff; however, bond money or bond releases shall be handled by the proper City official.

V. Basic Medical Care

County agrees to provide basic medical care to said prisoners, which shall include sick call and self-care, defined as the care of any condition which can be treated by the prisoner himself. This may include such over-the-counter type medications as may be approved by the **County Jail Physician**. Basic medical care also includes care of any condition which requires immediate assistance by a person trained in first-aid procedures.

This cost of hospitalization, prescribed medications, surgical and dental care shall be borne by the City. If an ill or injured prisoner is transported by a City law enforcement officer to the **County jail facility**, notwithstanding the authority for the arrest, City shall provide the required treatment prior to incarceration. Failure on the part of the City to provide the required treatment prior to incarceration shall provide a sufficient basis for the County to refuse the prisoner admittance into said jail facility under the terms of this agreement.

The jailer on duty shall have the discretion to refuse a prisoner from the City should the prisoner need medical examination or treatment prior to incarceration. In such an event, the City shall provide to said **County jail facility** staff a release from a licensed physician or physician's assistant stating said prisoner is capable of being incarcerated without further detrimental medical complications. The failure on the part of the City to provide the required written medical release shall provide a sufficient basis for the County to refuse the prisoner admittance into said jail facility under the terms of this agreement.

Any City prisoner, on an emergency basis, may be taken to the hospital for the treatment or examination at the discretion of the jail staff on duty and any cost incurred from said treatment or examination shall be billed to the City. The City shall provide transportation and security for any City prisoner needing treatment, examination, or hospitalization.

VI. Cost Per Day

The cost per day for each City prisoner detained and cared for in the **County jail facility** to be paid by the City to County shall be **Forty-five (\$45.00) Dollars per day** for each prisoner for the term hereof. A day, for the purpose of this agreement, is a calendar or any part thereof, and not a twenty-four (24) hour time period. Said rate is subject to re-negotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

If a **City** prisoner is not held for an extended period, less than twelve (12) hours, then the **City** will only be billed for one (1) day of incarceration.

It is agreed by the **City** that the fee for housing each prisoner shall be paid for each day or part thereof on a **City** charge(s) or if booked into the **Canadian jail facility** for state charge(s), the prisoner will be considered a **City** prisoner until the appropriate documentation has been received from the Canadian County District Attorney's Office indicating that the district court charges will be filed on the prisoner.

The **City** shall provide necessary equipment and supplies for booking and discharge of **City** prisoners.

VII. Billing Period

The **County** shall bill the **City** for prisoner services monthly. The monthly billing shall list the prisoner's name; date of birth; the date the prisoner was incarcerated, the offense(s) the prisoner allegedly committed; the jurisdiction where the charge(s) will be filed, the date the prisoner was released from the **County jail facility**, and the total cost of the prisoner's incarceration. The **City** agrees to promptly remit payment for the statement sent by the **County** for satisfactory performance of services called for under this agreement.

VIII. Hold Harmless Clause

The **City** hereby agrees to indemnify and hold harmless the **County** for all liability or litigation arising from the arrest or wrongful incarceration of persons under this agreement. The **City** further agrees to bear the cost of any legal representation should any litigation arise against the **County** because of the alleged wrongful incarceration or arrest of persons under this agreement. The selection for the attorney for the **County** shall be at the discretion of the **County**.

It is further agreed the **City** shall reimburse the **County** any expenses resulting from the repair of any damage caused by a **City** prisoner to the **County** jail facility, or items issued by the **County** to **City** prisoners.

In witness whereof, the parties have hereto set their hands as of the day and first year written above.

Approved by **Mustang** City Council on this _____ day of _____, 2024.

Mayor

Police Chief

Deputy City Clerk

Canadian County Sheriff

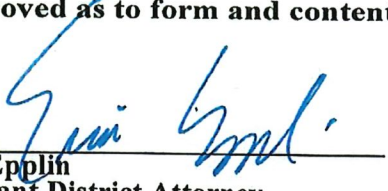
Canadian County Commissioners

_____ **Tomas Manske, Chairperson**

_____ **David Anderson, Member**

_____ **Tracey Rider, Member**

Approved as to form and content:



Eric Epplin
Assistant District Attorney
Canadian County



Agenda Item No: G.8

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Acknowledgement of Transfer of City Property, Glock Mod. 45mos7/Acro, 9mm S/N CBXE356, to Lieutenant Mark Bailey, Comm. #331 upon his retirement in good standing effective May 31, 2024, after more than 26 years of honorable service to the City of Mustang, which has been the historical past practice of the Police Department.

Recommendation:

Approval

Initiator:

Mike Wallace

Background:

This is an established policy of the department and has been practiced since at least 2009.

Financial Impact:

\$800

Staff Comments:

Staff recommends approval

Attachments:



Agenda Item No: G.9

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Acknowledgement of Transfer of City Property, Glock Mod. 45mos7/Acro, 9mm S/N CBXE356, to Lieutenant Lance Duncan, Comm. #348 upon his retirement in good standing effective May 20, 2024, after more than 12 years of honorable service to the City of Mustang, which has been the historical past practice of the Police Department.

Recommendation:

Approval

Initiator:

Mike Wallace

Background:

This is an established policy of the department and has been practiced since at least 2009.

Financial Impact:

\$800

Staff Comments:

Staff recommends approval

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

The city periodically eliminates property assets (see attached listing) deemed to be no longer needed by the department(s). A public auction will be held on www.govdeals.com makes it accessible to a wide audience, and depositing the proceeds back into the original fund in which the item was originally purchased.

Financial Impact:

\$217,500.01

Staff Comments:

Attachments:

[surplus_5.7.24.xlsx](#)

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

FA Number	Governmental Assets Description:	Condition:	Expense Account	Cat	Serial #	Need Council Appr To Surplus	Primary Location	Original Cost	Accum Depr Write Off Amount	Fully/Partial Deprec	Approval Date	HOW DISPOSED
00971	WIRELESS ANTENNA	NO LONGER USE	90-500-5970	40	NA	YES	POLICE	2,550.00	2,550.00	0.00	5/7/2024	NO LONGER USE
01130	PARK EQUIP - CENTENNIAL	DISPOSED	90-500-5970	40	NA	YES	PARKS & REC	22,240.00	22,240.00	0.00	5/7/2024	DISPOSED
01131	PARK EQUIP - HEIGHTS	DISPOSED	90-500-5970	40	NA	YES	PARKS & REC	24,100.00	24,100.00	0.00	5/7/2024	DISPOSED
01132	PARK EQUIP - OLD CITY PARK	DISPOSED	90-500-5970	40	NA	YES	PARKS & REC	24,500.00	24,500.00	0.00	5/7/2024	DISPOSED
1311	COFFEE SHOP ADDITION	DISPOSED	01-515-5971	30	NA	YES	TOWN CENTER	18,650.00	12,433.40	6,216.60	5/7/2024	DISPOSED
1849	AUTOMATIC SMART MIXER	REPLACED	02-500-5971	40	NA	NO	CITY COUNCIL	1,075.98	1,075.98	0.00	5/7/2024	REPLACED
1850	BOARD MEMBER MICROPHONES	REPLACED	02-500-5971	40	NA	YES	CITY COUNCIL	2,616.87	2,616.87	0.00	5/7/2024	REPLACED
1853	SHOCK MOUNT BASES	REPLACED	02-500-5971	40	NA	YES	CITY COUNCIL	1,224.30	1,224.30	0.00	5/7/2024	REPLACED
2164	DELL PRECISION LAPTOP	NO LONGER USE	01-512-5605	40	NA	YES	LIBRARY	1,942.00	1,942.00	0.00	5/7/2024	NO LONGER USE
2189	DELL PRECISION LAPTOP	NO LONGER USE	01-512-5605	40	NA	YES	LIBRARY	1,588.39	1,588.39	0.00	5/7/2024	NO LONGER USE
2190	DELL PRECISION LAPTOP	NO LONGER USE	01-512-5605	40	NA	YES	LIBRARY	1,588.39	1,588.39	0.00	5/7/2024	NO LONGER USE
2191	DELL PRECISION LAPTOP	NO LONGER USE	01-512-5605	40	NA	YES	LIBRARY	1,588.39	1,588.39	0.00	5/7/2024	NO LONGER USE
2192	DELL PRECISION LAPTOP	NO LONGER USE	01-512-5605	40	NA	YES	LIBRARY	1,588.39	1,588.39	0.00	5/7/2024	NO LONGER USE
2193	DELL PRECISION LAPTOP	NO LONGER USE	01-512-5605	40	NA	YES	LIBRARY	1,588.39	1,588.39	0.00	5/7/2024	NO LONGER USE
2200	SLEUTH SOFTWARE UPGRADE	NO LONGER USE	01-541-5622	40	NA	YES	POLICE	7,222.00	7,222.00	0.00	5/7/2024	NO LONGER USE. JH WILL DISPOSE
2201	ELECTRONIC SIGN	DISPOSED	02-500-5971	40	NA	YES	FIRE	20,000.00	20,000.00	0.00	5/7/2024	NO LONGER USE
2241	SOFTWARE	DISPOSED	39-512-5971	40	NA	YES	LIBRARY	20,100.08	20,100.08	0.00	5/7/2024	OBSOLETE
2328	PLAYGROUND EQUIPMENT - MEADOW PK	DISPOSED	05-500-5911	40	NA	YES	PARKS & REC	24,999.35	22,638.31	2,361.04	5/7/2024	DISPOSED
2631	HP SERVER	OBSLETE	01-515-5360	40	MXS102008U	YES	FIRE	4,904.69	4,904.69	0.00	5/7/2024	NO LONGER USE
2701	OPTIPLEX 790 COMPUTER	NO LONGER USE	01-512-5605	40	7XN35V1	YES	LIBRARY	1,273.30	1,273.30	0.00	5/7/2024	NO LONGER USE
2711	2011 COMPUTER SERVER	OBSLETE	39-551-5971	40	NA	YES	FIRE	9,294.32	9,294.32	0.00	5/7/2024	AUCTION
2760	KEYSCAN ACCESS SYSTEM	OBSLETE	39-551-5971	30	NA	YES	FIRE	14,265.11	14,265.11	0.00	5/7/2024	NO LONGER USE
2767	HP SERVER	OBSLETE	DONATED	40	MXQ24604BK	YES	LIBRARY	6,108.08	6,108.08	0.00	5/7/2024	NO LONGER USE
2899	OUTDOOR LIGHTNING DETECTION	OBSLETE	05-500-5610	30	NA	YES	PARKS & REC	12,551.35	8,995.12	3,556.23	5/7/2024	DISPOSED
3019	2019 NETWORK SERVER	OBSLETE	39-512-5971	40	MXZ843038C	YES	LIBRARY	7,467.57	2,074.50	5,393.07	5/7/2024	AUCTION
								235,026.95	217,500.01	17,526.94		



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Rob Groseclose

Submitting Department: Police Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval to Declare (3) Glock 22 Simunition Pistols as Surplus and Authorize the Donation to Newcastle Police Department.

Recommendation:

Approve

Initiator:

Robert Groseclose

Background:

The police department owns 3 Glock 22 Simunition (training) Pistols that are no longer used or needed. Upon approval we intend to donate the following pistols to Newcastle Police Department. The details of the pistols are as follows;

Glock 22 Frame S/N DHM692US

Glock 22 Frame S/N DHM694US

Glock 22 Frame S/N DPV593US

Financial Impact:

0

Staff Comments:

Staff recommends approval

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Justin Battles

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Nominate Mr. Mike Bailey and Mr. Craig Stephenson to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees.

Recommendation:

Vote for two (2) OMAG Board Members

Initiator:

Timothy Rooney

Background:

The City of Mustang is a member of the Oklahoma Municipal Assurance Group (OMAG). OMAG was formed in 1977 by cities and towns needing life and health coverage for their employees. As the members needs have changed through the years, they have added liability, workers' compensation and property coverage to their available plans. The City of Mustang utilizes OMAG as its insurer for its general liability, auto liability, public official bond (City Manager, City Clerk, and City Treasurer), and physical property. OMAG is an organization owned and governed by the member cities and towns it serves.

Each year, OMAG conducts elections for positions on their Board of Trustees. The OMAG Board of Trustees consists of 7 members. This year, the City of Mustang is asked to elect two members to the Board of Trustees for three year terms commencing on July 1, 2024. There are a total of 8 nominees for the two available seats. The nominees are as follows: Mike Bailey - City of Bartlesville, Craig Stephenson - City of Ponca City, Donalynn Blazek-Scherler - City of Lawton, Gary A. Jones - City of Altus, Tammy Kretchmar - City of Yukon, David M. Mason - City of Enid, Cody Roe - City of McLoud, and Michael Shannon - City of Guymon.

The official ballot, requiring formal Council action, is attached for your information and review.

Financial Impact:

None

Staff Comments:

Staff recommends the City of Mustang cast its two votes for the current board members, Mr. Mike Bailey and Mr. Craig Stephenson.

Attachments:

[OMAG Trustee Ballot.pdf](#)

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2024 Election of TWO Trustees For a three-year term starting July 1, 2024

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

- _____ Mike Bailey, City Manager, Bartlesville (Incumbent)
- _____ Craig Stephenson, City Manager, Ponca City (Incumbent)
- _____ Donalynn Blazek-Scherler, City Clerk, Lawton
- _____ Gary A. Jones, City Manager, Altus
- _____ Tammy Kretchmar, City Manager, Yukon
- _____ David M. Mason, Mayor, Enid
- _____ Cody Roe, City Manager, McLoud
- _____ Micheal Shannon, Interim City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2024
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by the OMAG no later than *May 15, 2024*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 18 years. Mike is a licensed CPA who has worked with many local governments throughout his career. He has served on the OMAG Board since 2007 and is also on the boards of CMAO and OMSCC. (Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 37 years of municipal (government) experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. (Ponca City participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

DONALYNN BLAZEK-SCHERLER Donalynn is an excellent candidate to serve as a trustee for the Oklahoma Municipal Assurance Group (OMAG). She's an extremely dedicated and hard working employee who will no doubt be an asset to the board. Ms. Blazek-Scherler has been an exemplary employee for the City of Lawton for several years. (Lawton participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

GARY JONES City Manager Altus September 2019-present. Oklahoma State Auditor 2011-2019 where he received the 2016 "Sunshine Award" and was named an honorary Fire-Fighter and friend of retired Teachers. Comanche County Commissioner 1995-1999. Received the "Superior Achievement Award" from the Oklahoma Good Roads and Streets Association. BS Business Administration/Accounting-Cameron University. (Altus participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TAMMY KRETCHMAR Tammy Kretchmar, serving the City of Yukon since 1996, advanced to City Manager in 2021. She actively engages in professional associations like ICMA and CMAO. Tammy's exceptional leadership in Yukon has earned her the 2017 Don Rider Award and the 2022 Gerald Wilkins and Jeff Shockley Award. (Yukon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

DAVID MASON David has a BS degree in Education and a Master's Degree in Administration. He entered the insurance business in 2003 and quickly advanced to District Manager of 29 agencies. He later became VP/Director of Sales for a large Independent agency helping to increase sales \$100M over 5 years. (Enid participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

CODY ROE Currently serving as City Manager for the city of McLoud, Cody has over 14 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, a lifelong cowboy and team roper of the Oklahoma Panhandle has worked in municipal government over 45 years. During that time, he worked in the private sector managing a small communication company for 9 years, returning to municipal government as Interim City Manager for the City of Guymon. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)



Agenda Item No: G.13

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Jessica Hunt

Submitting Department: Human Resources

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Retirement from OMRF for Laura Anderson, Human Resources Director, retiring June 3, 2024 after twenty plus years of service to the City of Mustang.

Recommendation:

Approve or Deny

Initiator:

Jessica Hunt

Background:

The Oklahoma Municipal Retirement Fund requires all OkMRF retirement applications to be submitted to the City Council. Ms. Anderson meets all the qualifications set forth by the plan to receive her retirement at this time.

Financial Impact:

0.00

Staff Comments:

Recommend approval.

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Jessica Hunt

Submitting Department: Human Resources

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Broker of Record Change for Excess Workers' Compensation Insurance.

Recommendation:

Appoint Trent Richey as Broker of Record for Excess Workers' Compensation Insurance

Initiator:

Jessica Hunt

Background:

The current Broker of Record for our Excess Workers' Compensation Insurance, Mr. Barney Welch of AUI-OK, is taking a lesser role. As a result, Mr. Trent Richey of AUI-OK needs to be appointed as the new Broker of Record with an effective date of May 1, 2024. Mr. Richey has worked with the current Broker of Record for five (5) years and is familiar with the City of Mustang and our account.

Financial Impact:

0.00

Staff Comments:

Recommend approval of Mr. Trent Richey as the new Broker of Record for Excess Workers' Compensation Insurance.

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Acceptance of Maintenance Bonds and Permanent Street/Utilities Right-of-Way Dedication and Easement for Mustang Highlands Subdivision.

Recommendation:

Approve or Deny Acceptance and Dedications

Initiator:

Ryan Conner. City Planner

Background:

The Final Plat of the Mustang Highlands subdivision was approved by City Council on 10/10/2023. The infrastructure improvements for paving, water, sewer, and drainage begun shortly after and have been completed and inspected. The attached Maintenance Bonds meet section 106-475. A section of E Borneman Terr that connects the subdivision from N. Sara Rd is not contained within the boundary of the plat but is prepared on a separate permanent easement dedication form for acceptance. This section of roadway was noted during zoning and plat approvals and was constructed and inspected along with the rest of the development.

Financial Impact:

0

Staff Comments:

Staff recommends acceptance of the paving, water, sewer, and drainage bonds for the benefit of the Mustang Highlands Subdivision.

Attachments:

[\(1\) Mustang Highlands_Streets Bond - 4-24-24.pdf](#)

[\(2\) Mustang Highlands_Water Line Bond - 4-24-24.pdf](#)

[\(3\) Mustang Highlands_Sanitary Sewer Bond - 4-24-24.pdf](#)

[\(4\) Mustang Highlands_Storm Sewer Bond - 4-24-24.pdf](#)

STREETS MAINTENANCE BOND #CBB0066902
(Final Plat Infrastructure Improvements)
(City of Mustang, Rev. 4-2024)

KNOW ALL MEN BY THESE PRESENTS:

That We, Turning Point Industries, Inc., PO Box 1805, Blanchard, OK 73010, as Principal, and National American Insurance Company, 1010 Manvel Ave., Chandler, OK 74834, as Surety, are held and firmly bound unto THE STATE OF OKLAHOMA, for the use and benefit of THE CITY OF MUSTANG, a municipal corporation, of the State of Oklahoma:

- a. in the full and just sum of **Four Hundred Fifty Thousand Nine Hundred & No/100***** Dollars (\$ 450,900.00), for a period of one (1) year, such sum being not less than 100% of the contract price; and
- b. in the full and just sum of **Forty Five Thousand Ninety & No/100***** Dollars (\$ 45,090.00), for a period of four (4) years, such sum being not less than 10% of the contract price;

for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, and successors and assigns, joint and severally, firmly by these presents.

Dated this 8th day of April, 2024.

The conditions of this obligation are such that whereas, said Principal has by contract between SFR Mustang, LLC and Turning Point Industries, Inc., dated the 23rd day of August, 2023, agreed to construct in THE CITY OF MUSTANG: Street Paving For Highlands Duplex Community, Mustang, OK

(hereinafter, the "Improvement") all in compliance with the plans and specifications therefore, made a part of said contract and on file in THE CITY OF MUSTANG, and to maintain the said Improvement against any failure due to defective workmanship or material for a period of for a period of five (5) years from the date of acceptance of the Improvement by the Council of THE CITY OF MUSTANG.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with Improvement occurring within a period for a period of five (5) years from and after acceptance of said Improvement by the City of Mustang, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said Improvement against failure due to defective workmanship and/or material for a period of for a period of five (5) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF MUSTANG, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of said thirty (30) days and suit may be maintained to

recover the amount so determined in any court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the Improvement may require.

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

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

PRINCIPAL

ATTEST:

Secretary/Witness

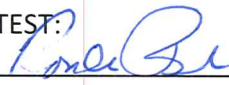
Turning Point Industries, Inc.

BY _____

Title _____

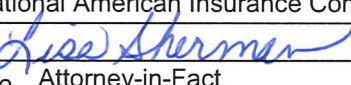
SURETY

ATTEST:



Secretary/Witness

National American Insurance Company

BY  _____

Title Attorney-in-Fact

_____, Attorney in Fact

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

ATTEST:

City Clerk

MAYOR

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

Municipal Counselor

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0066902

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

**W.M. McNeill; Cody McNeill; Todd Triplett; Lisa Sherman; John L. Birsner;
Kyle D. Reser; Susanne Cusimano, John D. Rogers**

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal EARP

**Notary Public
My Commission Expires August 27, 2025
Commission #13007877**

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 8th day of April, 2024



R. Patrick Gilmore

R. Patrick Gilmore, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

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

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

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Emily Newcomb PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: enewcomb@midamericainc.com
INSURED Turning Point Industries, Inc. P.O. Box 1805 Blanchard OK 73010	INSURER(S) AFFORDING COVERAGE INSURER A: CNA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2024**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7064016164	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7064016147	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uncombined single limit \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7064016150	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7064016178	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER**CANCELLATION**City of Mustang
1501 N Mustang Rd

Mustang

OK 73064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One Hundred Ninety-One Thousand, Six Hundred Ninety-Seven dollars and no/cents, (\$191,697), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 11th day of January, 2024. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Mustang Duplexes Public Water Line all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

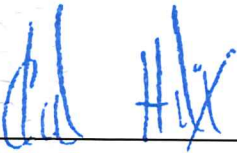
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:



H & H Plumbing & Utilities, Inc.

Principal

By:



Western Surety Company

Surety

By:


Attorney-in-Fact

Witness:



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

City Attorney

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

Attest:

Mayor

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul Brian Moore, Lauren Hutto Rogers, Individually

of Norman, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2024

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

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

PRODUCER Evolution Insurance Partners P O Box 310508 New Braunfels, TX 78131	CONTACT NAME: Paul B Moore	
	PHONE (A/C, No, Ext): (405) 697-4083 FAX (A/C, No):	
	E-MAIL ADDRESS: pmoore@evolution.insure	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Insurance	20478
	INSURER B: Continental Insurance Company	35289
	INSURER C: American Casualty Co of Reading, PA	20427
	INSURER D: Continental Casualty Company	20443
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7063639642	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7063639639	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7063639673	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7063639656	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			7063986257	1/1/2024	1/1/2025	Claims Made 2,000,000
D	Pollution Liability			7063986257	1/1/2024	1/1/2025	Deductible 20,000

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

Public Water Line - Mustang Duplexes

Certificate Holder is listed as Additional Insured including Ongoing Operations and Completed Operations as respects General Liability & Auto Liability if required or agreed to in a written contract subject to all provisions & limitations of the policy.

30 days notice of cancellation; 10 days notice of cancellation for non-payment of premium applies to all policies. Waiver of Subrogation also applies as respects Auto, General Liability and Workers Compensation, as required by written contract subject to all provisions & limitations of the policy. Insurance shown for Auto, General Liability is primary for Additional Insured & other insurance afforded to Additional Insured will apply as excess & not contribute as primary to the insurance shown on this certificate but only for liability as respects the Named Insured's operations for/on behalf of Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H & H Plumbing & Utilities, Inc.

Lic. No.
OK 076003

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: <u>SFR Mustang LLC</u>	Ph.#: <u>405-250-2220</u>	Project: <u>Mustang Duplexes</u>
Address: <u>11200 S county Line Rd</u>	Ph.#: <u>405-9191637</u>	Address: <u>Sara Rd & SH 152</u>
<u>Oklahoma City, OK 73173</u>	Email: <u>monticeellohomes@outlook.com</u>	<u>Mustang, OK</u>

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Water Line** installation as described on the plans and outlined below.

Public Water Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	8" SDR 21 PVC Water Main Spec Is DR 14	LF	1240	50.00	62,000.00
2	6" SDR 21 PVC Water Main Spec Is DR 14	LF	80	30.00	2,400.00
3	8" x 8" Tapping Sleeve w/wet tap	EA	1	2,900.00	2,900.00
4	8" Tapping Valve & Box	EA	1	2,000.00	2,000.00
5	8" Gate Valve & Box	EA	7	1,900.00	13,300.00
6	Fire Hydrant Assembly	EA	3	3,100.00	9,300.00
7	Fire Hydrant Riser	EA	3	500.00	1,500.00
8	6" Gate Valve & Box	EA	4	1,350.00	5,400.00
9	8" x 6" Swivel Tees	EA	2	520.00	1,040.00
10	6" Swivel Adapter	EA	2	75.00	150.00
11	8" x 8" x 6" MJ Tee w/acc	EA	3	510.00	1,530.00
12	8" 45° MJ Bend w/acc	EA	2	400.00	800.00
13	8" Vertical 45° Bend w/acc	EA	4	610.00	2,440.00
14	8" MJ 22-1/2° Bend w/acc	EA	9	390.00	3,510.00
15	8" MJ 11-1/4° Bend w/acc	EA	2	390.00	780.00
16	8" x 8" MJ Tee w/acc	EA	1	700.00	700.00
17	8" Plug w/2" Blowoff	EA	2	1,450.00	2,900.00
18	Single Short Service Includes meter box and setter	EA	16	1,090.00	17,440.00
19	Single Long Service Includes meter box and setter	EA	6	1,250.00	7,500.00
20	Single Short Service Includes meter box and setter	EA	16	1,090.00	17,440.00
21	Single Long Service Includes meter box and setter	EA	6	1,250.00	7,500.00
22	Sand Bedding	Tons	200	24.00	4,800.00
23	Type A Aggregate Backfill Under Paving	Tons	170	32.00	5,440.00
24	Testing & Disinfection	LS	1	1,500.00	1,500.00
					174,270.00

Scope of Work Excludes

Sewer & water meter impact fees

Payment & performance bonds (If required our rate is 1.44%.)

Cost for relocation of any existing utility lines for this installation to go in

Submitted By: 	Title: <u>President</u>	Date: <u>1/11/2024</u>
Accepted By: _____	Title: _____	Date: _____

Contract Amount \$ 174,270.00

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Eighty-Four Thousand, Three Hundred Fifteen dollars and no/cents_, (\$84,315.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 11th day of January, 2024. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Mustang Duplexes Public Sanitary Sewer all ~~OF~~ compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:



H & H Plumbing & Utilities, Inc.

Principal

By:



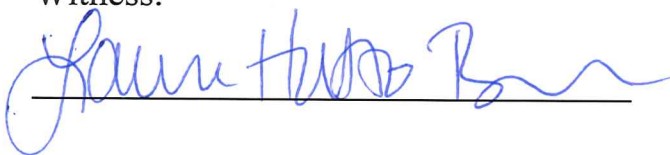
Western Surety Company

Surety

By:


Attorney-in-Fact

Witness:



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

City Attorney

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

Attest:

Mayor

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul Brian Moore, Lauren Hutto Rogers, Individually

of Norman, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2024.



WESTERN SURETY COMPANY

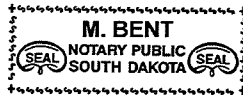
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2024

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

PRODUCER Evolution Insurance Partners P O Box 310508 New Braunfels, TX 78131		CONTACT NAME: Paul B Moore PHONE (A/C, No, Ext): (405) 697-4083 FAX (A/C, No): E-MAIL ADDRESS: pmoore@evolution.insure	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Insurance	
		INSURER B: Continental Insurance Company	
		INSURER C: American Casualty Co of Reading, PA	
		INSURER D: Continental Casualty Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7063639642	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7063639639	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAS ☒ OCCUR ☐ EXCESS LIAS ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7063639673	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7063639656	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			7063986257	1/1/2024	1/1/2025	Claims Made 2,000,000
D	Pollution Liability			7063986257	1/1/2024	1/1/2025	Deductible 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Public Sanitary Sewer - Mustang Duplexes

Certificate Holder is listed as Additional Insured including Ongoing Operations and Completed Operations as respects General Liability & Auto Liability if required or agreed to in a written contract subject to all provisions & limitations of the policy.
30 days notice of cancellation; 10 days notice of cancellation for non-payment of premium applies to all policies. Waiver of Subrogation also applies as respects Auto, General Liability and Workers Compensation, as required by written contract subject to all provisions & limitations of the policy. Insurance shown for Auto, General Liability is primary for Additional Insured & other insurance afforded to Additional Insured will apply as excess & not contribute as primary to the insurance shown on this certificate but only for liability as respects the Named Insured's operations for/on behalf of Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H & H Plumbing & Utilities, Inc.

Lic. No.
OK 076003

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: SFR Mustang LLC	Ph.#: 405-250-2220	Project: Mustang Duplexes
Address: 11200 S county Line Rd	Ph.#: 405-919-1637	Address: Sara Rd & SH 152
Oklahoma City, OK 73173	Email: monticeellohomes@outlook.com	Mustang , OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Sanitary Sewer** installation as described on the plans and outlined below.

Public Sanitary Sewer

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	Connect To Existing Manhole	EA	1	500.00	500.00
2	8" SDR 35 PVC Sewer Main	LF	1040	18.00	18,720.00
3	4' Dia. Manhole (0'-6')	EA	6	2,100.00	12,600.00
4	Extra Depth Manhole	VF	20	190.00	3,800.00
5	8" x 6" Service Wye	EA	22	130.00	2,860.00
6	6" 45° Bend	EA	22	30.00	660.00
7	6" Service Pipe	LF	360	12.00	4,320.00
8	6" Riser Pipe	VF	200	8.00	1,600.00
9	Trenching 0'-10'	LF	1040	10.00	10,400.00
10	Rock Bedding	Tons	340	30.00	10,200.00
11	Type A Aggregate Backfill Under Paving	Tons	270	32.00	8,640.00
12	Pressure Test	LS	1	800.00	800.00
13	Deflection Test	LS	1	800.00	800.00
14	Manhole Testing	LS	1	750.00	750.00
					76,650.00

Scope of Work Excludes

Sewer & water meter impact fees

Payment & performance bonds (If required our rate is 1.44%.)

Cost for relocation of any existing utility lines for this installation to go in

Submitted By: 	Title: President	Date: 1/11/2024
Accepted By: _____	Title: _____	Date: _____

Contract Amount \$ 76,650.00

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and one hundred thirty thousand, nine hundred eighty-eight dollars, (\$130,988), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 11th day of January, 2024. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Mustang Duplexes Public Storm Sewer all ~~OF~~ compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

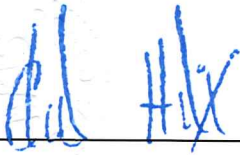
It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined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

determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

Attest:



H & H Plumbing & Utilities, Inc.

Principal

By:



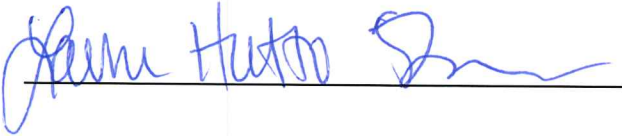
Western Surety Company

Surety

By:


Attorney-in-Fact

Witness:



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

City Attorney

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

Attest:

Mayor

City Clerk

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Paul Brian Moore, Lauren Hutto Rogers, Individually

of Norman, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of January, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



H&HPLUM-01

ROGLA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2024

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

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

PRODUCER Evolution Insurance Partners P O Box 310508 New Braunfels, TX 78131	CONTACT NAME: Paul B Moore	
	PHONE (A/C, No, Ext): (405) 697-4083	FAX (A/C, No):
INSURED H & H Plumbing & Utilities Inc 381 W Adkins Hill Rd Norman, OK 73072	E-MAIL ADDRESS: pmoore@evolution.insure	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance	NAIC # 20478
	INSURER B: Continental Insurance Company	35289
	INSURER C: American Casualty Co of Reading, PA	20427
	INSURER D: Continental Casualty Company	20443
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			7063639642	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7063639639	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7063639673	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7063639656	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			7063986257	1/1/2024	1/1/2025	Claims Made 2,000,000
D	Pollution Liability			7063986257	1/1/2024	1/1/2025	Deductible 20,000

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

Public Storm Sewer - Mustang Duplexes

Certificate Holder is listed as Additional Insured including Ongoing Operations and Completed Operations as respects General Liability & Auto Liability if required or agreed to in a written contract subject to all provisions & limitations of the policy.

30 days notice of cancellation; 10 days notice of cancellation for non-payment of premium applies to all policies. Waiver of Subrogation also applies as respects Auto, General Liability and Workers Compensation, as required by written contract subject to all provisions & limitations of the policy. Insurance shown for Auto, General Liability is primary for Additional Insured & other insurance afforded to Additional Insured will apply as excess & not contribute as primary to the insurance shown on this certificate but only for liability as respects the Named Insured's operations for/on behalf of Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lic. No.
OK 076003

H & H Plumbing & Utilities, Inc.
381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: SFR Mustang LLC	Ph.#: 405-250-2220	Project: Mustang Duplexes
Address: 11200 S county Line Rd	Ph.#: 405-919-1637	Address: Sara Rd & SH 152
Oklahoma City, OK 73173	Email: monticeellohomes@outlook.com	Mustang, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Storm Sewer** installation as described on the plans and outlined below.

Public Storm Sewer

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	18" HDPE	LF	100	50.00	5,000.00
2	24" HDPE	LF	100	55.00	5,500.00
3	30" HDPE	LF	580	60.00	34,800.00
4	36" HDPE	LF	140	65.00	9,100.00
5	30" HP End Section	EA	1	1,850.00	1,850.00
6	36" HP End Section	EA	1	1,950.00	1,950.00
7	5' x 5' Junction Box	EA	2	3,250.00	6,500.00
8	5' x 5' Junction Box with 8" x 4' Openings	EA	2	4,250.00	8,500.00
9	5' Dia. Manhole	EA	1	3,250.00	3,250.00
10	2-0 Curb Inlet	EA	3	3,650.00	10,950.00
11	6' Flume	LF	187	60.00	11,220.00
12	8' Flume	LF	120	75.00	9,000.00
13	12" Rip Rap w/filter fabric	SY	40	90.00	3,600.00
14	Rock Bedding	Tons	230	30.00	6,900.00
15	Type A Aggregate Under Paving	Tons	30	32.00	960.00
					119,080.00

Scope of Work Excludes

Sewer & water meter impact fees

Payment & performance bonds (If required our rate is 1.44%.)

Cost for relocation of any existing utility lines for this installation to go in

Submitted By: 	Title: <u>President</u>	Date: <u>1/11/2024</u>
Accepted By: _____	Title: _____	Date: _____
	Contract Amount	\$ 119,080.00



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Lisa Martin

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: INFORMATION/REPORTS

Subject Title:

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.

Recommendation:

Staff recommends the appointments to each as outlined below.

Initiator:

Tim Rooney

Background:

Yearly appointments are made to the ACOG Board and Committees after the Municipal Election. Mayor Grider served as the appointed member of the ACOG Board of Directors and all sub-committees during the last year. Councilor Wald served as the alternate.

Appointments are for the following Boards and Committees:

- ACOG Board of Directors (BOD) – Need One Councilmember and One Councilmember Alternate
- ACOG MPO Policy Committee (PC) – Need One Councilmember and One Alternate
- Garber-Wellington Association Policy Committee (GWAPC) – Need One Councilmember and One Alternate
- 911 ACOG Board of Directors (BOD) – Need One Councilmember and One Alternate

These meetings are held in the ACOG Board Room on the last Thursday (usually) of each month. The 911 ACOG Board of Directors is at 1:00 PM; the ACOG MPO PC at 1:20 PM; the ACOG Board of Directors at 1:45 PM; and the GWAPC at 2:30 PM. Mayor Grider has expressed interest to serve as the appointed member and Councilor Wald has expressed interest to continue to serve as the alternate.

Appointments are also necessary for the OEMA Board of Trustees. City Manager Rooney has served as the Appointee to this Board. Assistant City Manager Battles served as the Alternate. Both have expressed interest to continue serving on the OEMA Board of Trustees.

There is also the need to appoint one City Councilor to serve on the Traffic Commission. Councilor Waugh has expressed interest in continuing to serve as the appointed member. This committee has begun meeting more regularly.

Financial Impact:

None

Staff Comments:

Staff recommends appointing Mayor Brian Grider as the appointee for the ACOG positions with Councilor Wald serving as the alternate; City Manager Rooney as the OEMA appointee with Assistant City Manager Battles serving as the alternate; and Councilor Waugh as the appointee to the Traffic Commission.

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Public Hearing and Consideration of Ordinance No. 1299, an Ordinance of the City of Mustang Vacating an Easement Dedicated to the City of Mustang Located in the Southwest Quarter of Section 35, Township 11 North, Range 5 West of the I.M. Canadian County, State of Oklahoma, Within Lot 1, Block 1 of Wild Horse Canyon Commercial, 1st Plat, as More Particularly Described Below; Declaring Repealer; and Providing for Severability

Recommendation:

Open Public Hearing and vote to approve or deny the request.

Initiator:

Ryan Conner, City Planner

Background:

The applicant, Cedar Creek Consulting on behalf of the owner, is requesting to partially vacate the North 10 ft of a 20 ft Utility Easement (U/E) within Lot 1 of Block 1 of the Wild Horse Canyon Commercial 1st Plat. This is the area near the Atwoods development along Old Sara Rd. The particular tract of land currently contains commercial offices titled the Mustang South Offices, which were built in 2022. There was a prior approved Lot Split of Tract 1 that created the parcels for Atwoods, the Mustang South Offices, and an undeveloped Tract to the NW of Atwoods. The Wild Horse Canyon Commercial 1st Plat contains a 20 ft U/E along the South property line of the Mustang South Offices property. During construction of the Mustang South Offices, the buildings were inadvertently constructed over the North half of said 20 ft U/E. The applicant failed to show said U/E during the building permit application process and City Staff did not catch the error. This application and closing of the North 10 ft of the 20 ft U/E would remove the existing buildings from the encroachment into the U/E while leaving 10 ft of U/E remaining. There is not an adjacent U/E on the property to the South, so the entire U/E for this area would be reduced to 10 ft total. The applicant has conducted 2 OKIE 811 Location requests and has stated no utilities are present within the North 10 ft of the U/E they are seeking to vacate. 30+ day notice with letters were sent to property owners and Utility Providers. No property owner nor Utility Provider has objected to the request. The City of Mustang does not have Water or Sewer infrastructure in said U/E nor does it plan to place infrastructure in said U/E.

Financial Impact:

0

Staff Comments:

No objections from Utility Companies were given. Staff would therefore recommend approval.

Attachments:

[\(1\) Notice of Easement Vacation Request - Mustang South Properties - City Council 5-7-2024 Meeting.pdf](#)

[Ordinance No. 1299 - Partially Vacating Utility Easement - Wild Horse Canyon Comm 1st Plat.pdf](#)

PUBLIC HEARING NOTICE OF THE MUSTANG CITY COUNCIL

On Tuesday, May 7th, 2024, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N. Mustang Road, a Public Hearing will be conducted on the following:

APPROVAL OF ORDINANCE TO VACATE PUBLIC EASEMENT

LOCATION: The North 10 ft of a 20 ft U/E along the South Boundary of Lot 1, Block 1, of Wild Horse Canyon Commercial, 1st Plat.
APPLICATION BY: Cedar Creek Consulting, INC.
PROPERTY OWNER: Mustang South Properties, LLC.

ADDRESS OF PROPERTY: 1140 S Sara Rd, Mustang OK 73064

LEGAL DESCRIPTION OF EASEMENT TO BE VACATED:

A STRIP OF LAND LOCATED IN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE N 00°07'02" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°07'02" W AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1243.19 FEET, CURVE LENGTH OF 10.00 FEET, CHORD BEARING OF N 00°42'48" E, AND CHORD LENGTH OF 10.00 FEET; THENCE N 89°52'58" E AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.67 FEET TO THE POINT OF BEGINNING.

As an interested property owner or franchisee your comments are invited at the public hearing for or against the request. You may file a written petition or offer oral argument and evidence for or against granting the request. Please feel free to call the Community Development Department at 405-376-9873 between 8:30 a.m. and 5:00 p.m. to make inquiries about the application.

“The City of Mustang encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodation. The City may waive the 48-hour rule if signing is not the necessary accommodation.”

Sincerely,

Ryan Conner, City Planner

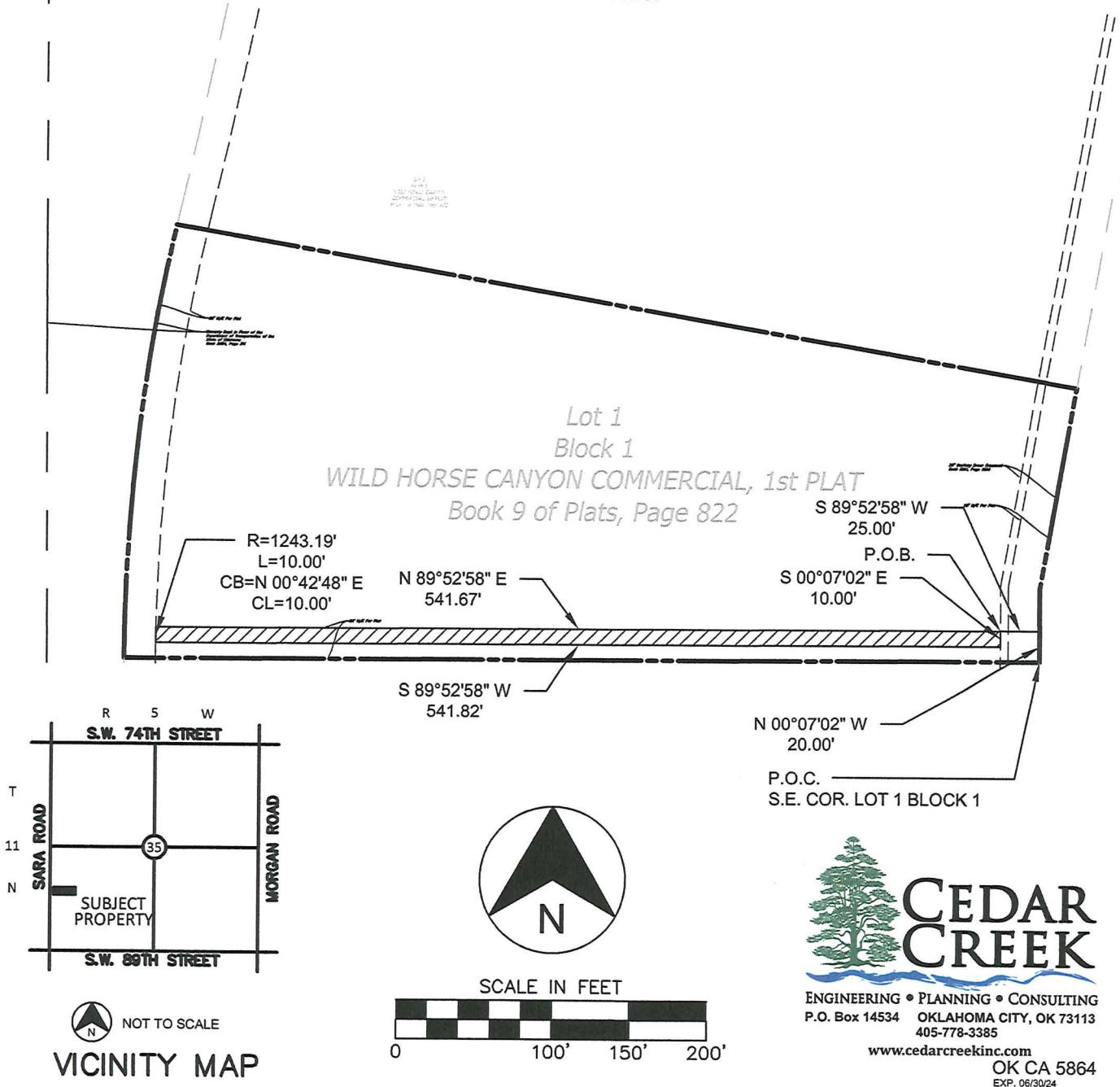
EXHIBIT 'A'

LEGAL DESCRIPTION:

A STRIP OF LAND LOCATED IN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE N 00°07'02" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE S 00°07'02" W AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1243.19 FEET, CURVE LENGTH OF 10.00 FEET, CHORD BEARING OF N 00°42'48" E, AND CHORD LENGTH OF 10.00 FEET; THENCE N 89°52'58" E AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.67 FEET TO THE POINT OF BEGINNING.





Assessed Value **\$2,765,972**
Account: 090145116
Owner: MUSTANG SOUTH PROPERTIES LLC



Selected Parcel:

Account: 090145116

Owner: MUSTANG SOUTH PROPERTIES LLC

Assessed Value **\$2,765,972**

Select Radius (ft)

500

[Download Mailing List](#)

[Download Excel](#)

ORDINANCE NO. 1299

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, PARTIALLY VACATING AN EASEMENT DEDICATED TO THE CITY OF MUSTANG AND LOCATED IN THE SOUTHWEST QUARTER OF THE SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CANADIAN COUNTY, STATE OF OKLAHOMA, WITHIN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, AS MORE PARTICULARLY DESCRIBED BELOW; DECLARING REPEALER; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Wildhorse Canyon Commercial, 1st Plat, was approved by the City Council for the City of Mustang on February 2, 2021 and was filed with the County Clerk of Canadian County on February 8, 2021 and recorded in Book PL 9, Page 822 (the "Plat").

WHEREAS, the Plat dedicated to the City of Mustang a utility easement twenty (20) feet in depth that extends along the south boundary of Lot 1, Block 1, as shown in the recorded Plat.

WHEREAS, in developing Lot 1, Block 1, the owner of the property constructed buildings that encroach ten (10) feet into the dedicated 20-foot easement area, and the Owner would like to construct buildings along the remaining south boundary of Lot 1, Block 1 that will also encroach ten (10) feet in the dedicated 20-foot easement area.

WHEREAS, the owner of the property has requested that the City of Mustang enact an ordinance vacating the north ten (10) feet of the dedicated 20-foot easement area, the area to be dedicated being described by metes and bounds as follows, to wit: .

A STRIP OF LAND LOCATED IN LOT 1, BLOCK 1 OF WILD HORSE CANYON COMMERCIAL, 1ST PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 WEST OF THE I.M., CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE N 00°07'02" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°07'02" W AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 10.00 FEET; THENCE S 89°52'58" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.82 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1243.19 FEET, CURVE LENGTH OF 10.00 FEET, CHORD BEARING OF N 00°42'48" E, AND CHORD LENGTH OF 10.00 FEET; THENCE N 89°52'58" E AND

PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 541.67 FEET TO THE POINT OF BEGINNING.

(referred to herein as the “Partial Easement”).

WHEREAS, there are currently two holders of a special right or privilege to use the 20-foot easement area who have installed facilities in the south ten (10) feet of the 20-foot easement area.

WHEREAS, the City of Mustang does not currently occupy the Partial Easement and believes it to be necessary and expedient to vacate the Partial Easement.

WHEREAS, at least 30 days prior notice has been given by the City Clerk to holders of franchises or others determined by the City Council to have a special right or privilege to use the Old Easements, and to all owners of record, as shown by the current year's tax rolls in the office of the county treasurer, abutting the Old Easements, and to owners of record of property within 300 feet of the areas covered by the Old Easements.

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

SECTION 1. ENACTMENT.

The City of Mustang, Oklahoma, hereby closes and vacates the Partial Easement more particularly described above. The City of Mustang reserves the absolute right to reopen the Partial Easement without expense to the City, and this ordinance shall not affect the right to maintain, repair, reconstruct, operate or remove utilities, public service corporations, franchise holders, or transmission company facilities or services therein, nor shall such closing affect private ways existing by operation of law.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY.

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

[Remainder of page intentionally left blank.]

PASSED AND APPROVED this ____ day of May, 2024.

Brian Grider, Mayor

ATTEST:

Lisa Martin, City Clerk

APPROVED as to form this ____ day of May, 2024.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Preliminary Plat Application, PP-11-8-23-1-34, Meadow Hills Estates, DLP Development, LLC, 520 S Lewis Ln, 3.83 Acres – 16 Single-Family Lots.

Recommendation:

Vote to Approve or Deny Preliminary Plat

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission voted on the April 9th regular Planning Commission meeting with 5 Ayes and 1 Abstain vote to recommend approval of the Preliminary Plat with a contingency that Lot 7 of Block 1 and Lot 7 of Block 2 be verified to total 7,200 SqFt in area.

Project Description:

The applicant on behalf of the owner has submitted a Preliminary Plat for the property currently known as 520 S Lewis Ln. This approximately four acre tract of land was rezoned to the R-1, Single Family Zoning District in June of 2023 after originally being denied for a request to an R-2 Planned Unit Development a couple months prior. The location of the property is in an area of older Mustang, East of S Mustang Rd accessed from E Dalton Ln. This property was originally zoned A-1, Agricultural as it was left out of any formalized platted subdivision in this area. There is currently the original house still on the property in the SW corner.

Meadow Hills Estates will feature sixteen (16) single-family lots with a single street dissecting the property giving access to each lot. There will be a detention pond on the eastern terminus of the cul-de-sac in the back of the development. The property will be served with water, sewer, and storm sewer as Subdivision Regulations require. The development is not asking for any variances from the Zoning or Subdivision regulations and the plans show everything meeting minimum requirements.

The Planning Commission heard from citizens at the April 9th Planning Commission meeting about concerns with the size of the lots, traffic from the added families, and a row of trees on the North end of the property. Two of the lots, Lot 7 of Block 1 and Lot 7 of Block 2 appeared to show 0.16 acres for the total area. That could have been less than the 7,200 SqFt minimum size requirement so the applicant and staff were going to double check those numbers and have the lots adjusted by a few feet to compensate. The applicant told the audience that the

row of trees on the North end of the lots might not be in the path of future construction because often developers try to clear as little of land as possible and those trees would be located within an easement in the rear of the property. The applicant later developed a more detailed site plan showing the location of the trees and sent it to the concerned property neighbors that were at the meeting. The applicant produced a new version of the Preliminary Plat that showed conformance of the two lots with the minimum 7,200 SqFt requirement. The Fire Marshall's made a note in their recommendation of approval regarding water supply. As an older part of Mustang, this neighborhood is already using dead end six (6) inch water lines which would not be allowed to be extended per the current water policy. The Fire Marshall gave the applicant a few options which would either require upsizing the lines, extending off the main water line along Mustang Rd, or putting private fire suppression systems in each home that would be constructed. The applicant decided to place a note on the plat requiring the individual fire suppression systems.

The City Engineer's office has worked with the developer on the engineering and drainage calculations and given a recommendation of approval.

Character of Neighborhood: This is a vacant area with Residential areas surrounding the subject property.

Zoning and Uses of Property Nearby: This property is surrounded by R-1 Zoned properties.

Conformance with Long-Range Plan: The long-range plan calls for Residential small, which is consistent with the preliminary plat submission.

Utilities and Services: The development will utilize and construct public water and sewer along with public streets and stormwater. The water policy does cause the development to have issues with water, but the Fire Marshall has given them options to resolve the situation.

Financial Impact:

0

Staff Comments:

Staff recommends approval of this Preliminary Plat

Attachments:

[\(1\) 4-11-24 MEADOW HILLS ESTATES - PP.pdf](#)

[\(2\) Meadow Hills Existing Trees Exhibit_4.10.24.pdf](#)

[\(3\) PC Minutes 4-9-2024.pdf](#)

PRELIMINARY PLAT
of
MEADOW HILLS ESTATES

BEING A PART OF THE NW/4, SEC. 34, T11N, R5W, I.M.
AN ADDITION TO THE CITY OF MUSTANG, CANADIAN COUNTY, OKLAHOMA

NOTES:

- All islands/medians within street rights-of-way, and arterial landscaping with its irrigation system, shall be maintained by the Property Owners Association within MEADOW HILLS ESTATES.
- All maintenance of common areas and private drainage easements shall be the responsibility of the Property Owners Association of MEADOW HILLS ESTATES. The property Owners Association shall, at a minimum, include as members the then current owners of tracts within the platted area, and shall exist in perpetuity. The obligation to maintain the common areas and private drainage easements is intended to benefit, and may be enforced by, the City of Mustang.
- No structures, storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, that may cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
- Fire Hydrant installation shall comply with City of Mustang Cody of Ordinances NO. 1213 Sec. 118-171. - Fire Hydrants.
- All homes to be sprinkled per Mustang Fire Marshall.

LEGAL DESCRIPTION

A tract of land being a part of the Northwest Quarter (NW/4) of Section thirty-four (34), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Mustang, Canadian County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of said Northwest Quarter (NW/4);

THENCE South 00°16'39" East, along and with the West line of said NW/4, a distance of 1523.11 feet;

THENCE North 89°46'48" East, departing said West line, a distance of 740.09 feet to a point on the East Right-of-Way line of Lewis Street as shown on the recorded plat DOLTONS ADDITION, said point being the POINT OF BEGINNING;

THENCE continuing North 89°46'48" East, a distance of 580.00 feet to a point on the West line of the recorded plat MUSTANG MEADOWS ADDITION SECTION 2;

THENCE South 00°04'56" East, along and with the West line of said plat MUSTANG MEADOWS ADDITION SECTION 2, a distance 288.00 feet to the Northeast (NE) corner of the recorded plat HILL ADDITION;

THENCE South 89°46'48" West, along and with the North line of said plat HILL ADDITION, a distance of 580.00 feet to a point on the East Right-of-Way line of said Lewis Street;

THENCE North 00°04'56" West, along and with the East Right-of-Way line of said Lewis Street a distance of 288.00 feet to the POINT OF BEGINNING.

Containing 167,040 square feet or 3.8347 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83).

OWNER / DEVELOPER

DLP DEVELOPMENT, LLC
1400 N. SOONER RD.
OKLAHOMA CITY, OKLAHOMA 73117
(405) 301-2252

ENGINEER

JOHNSON & ASSOCIATES, INC.
1 E. SHERIDAN AVE., SUITE 200
OKLAHOMA CITY, OKLAHOMA 73104
(405) 235-8075

UTILITY LEGEND

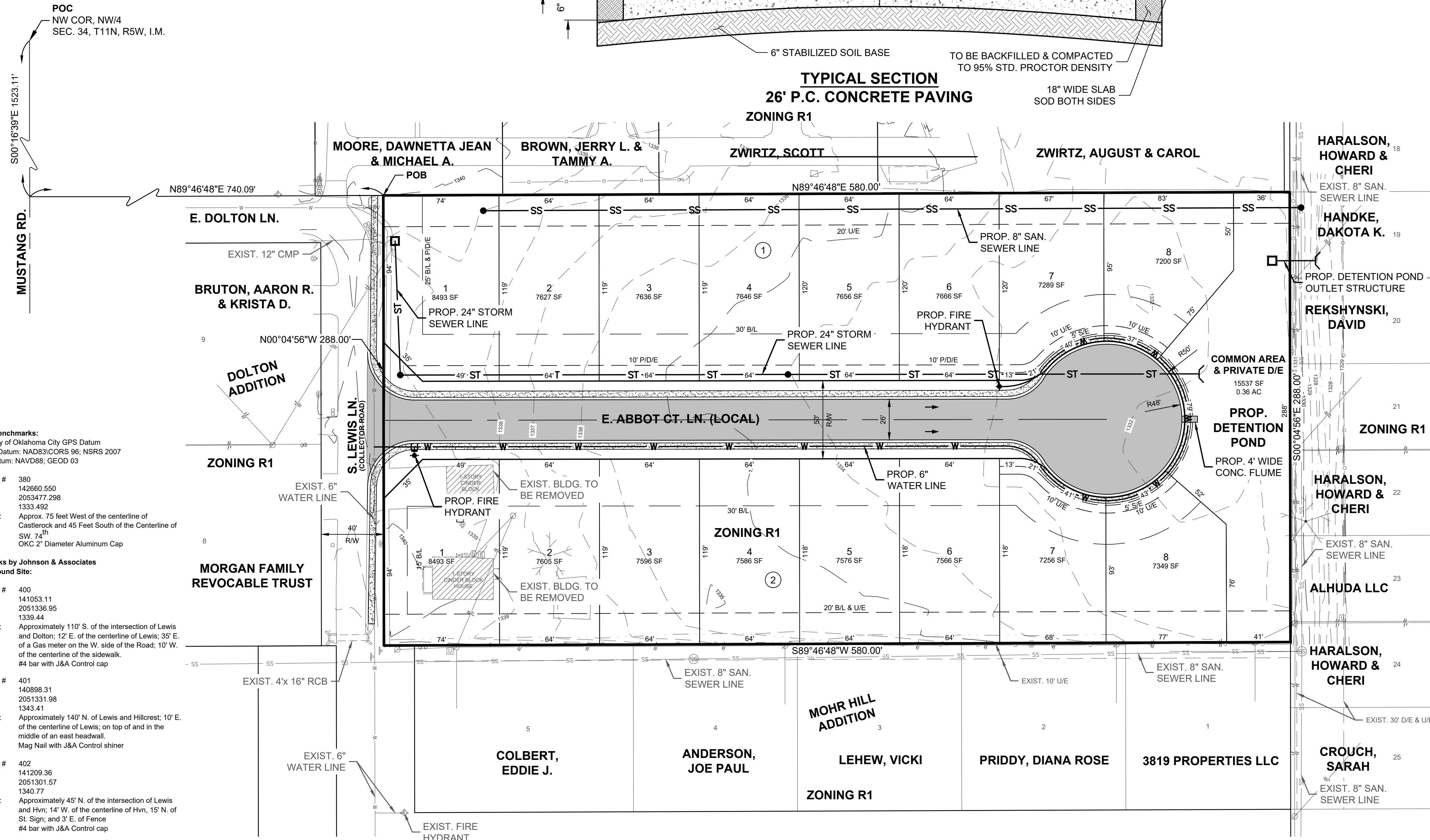
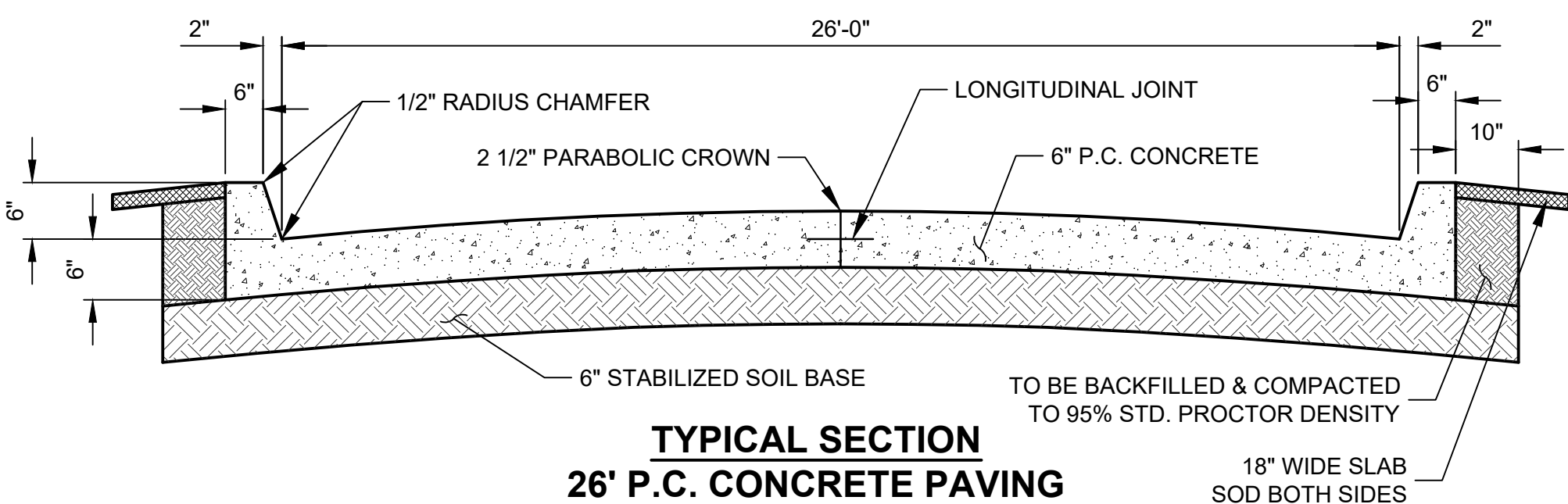
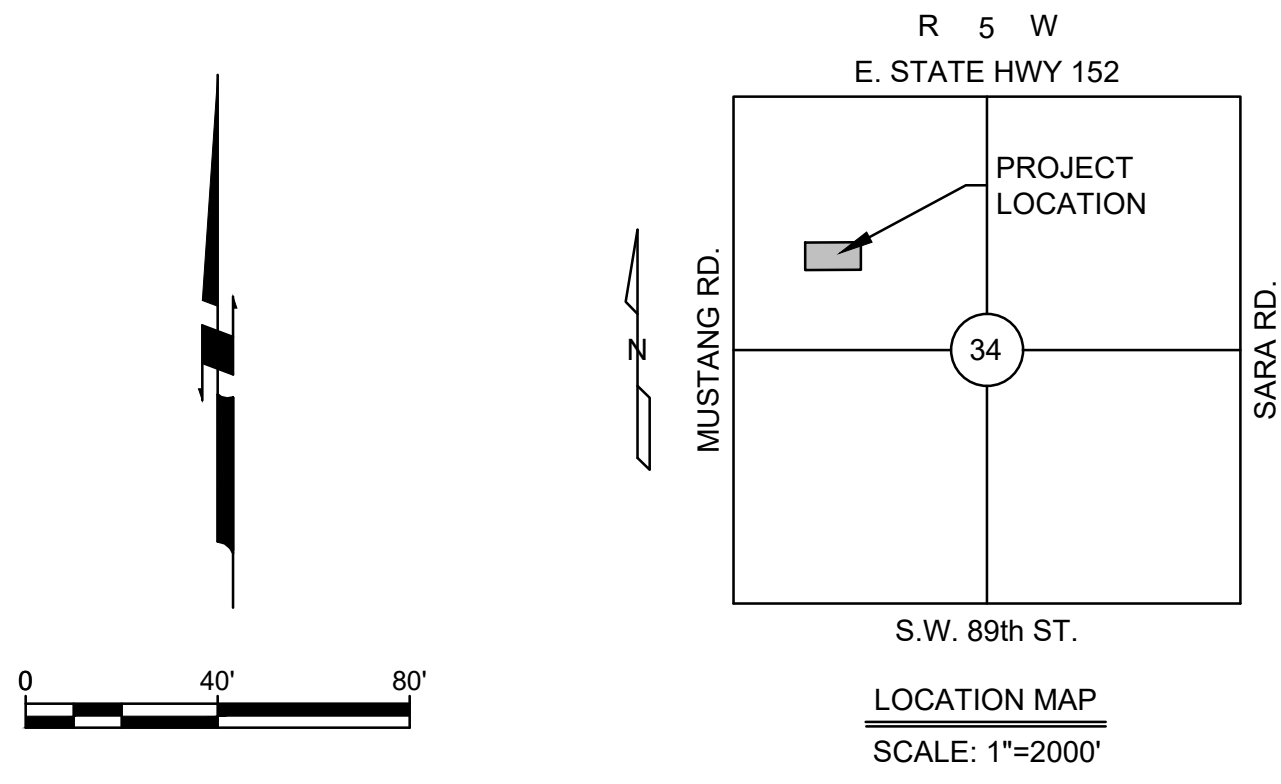
- W EXISTING WATER LINE
- SS EXISTING SANITARY SEWER LINE
- W PROPOSED WATER LINE
- SS PROPOSED SANITARY SEWER LINE
- ST PROPOSED STORM SEWER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED 4' SIDEWALK

PRELIMINARY PLAT
of

MEADOW HILLS ESTATES



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX: (405) 235-8078 www.jaokc.com
Certificate of Authorization #1404 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •



Original Benchmarks:
Source: City of Oklahoma City GPS Datum
Horizontal Datum: NAD83/CORS 96; NSRS 2007
Vertical Datum: NAVD88, GEOD 03

Benchmark # 380
Northing: 142660.550
Easting: 2053477.298
Elevation: 1333.492
Description: Approx. 75 feet West of the centerline of Castlerock and 45 Feet South of the Centerline of SW. 74th OKC 2" Diameter Aluminum Cap
Object:

Benchmarks by Johnson & Associates Set On/Around Site:

Benchmark # 400
Northing: 141053.11
Easting: 2051336.95
Elevation: 1339.44
Description: Approximately 110' S. of the intersection of Lewis and Dolton; 12' E. of the centerline of Lewis; 35' E. of a Gas meter on the W. side of the Road; 10' W. of the centerline of the sidewalk.
Object: #4 bar with J&A Control cap

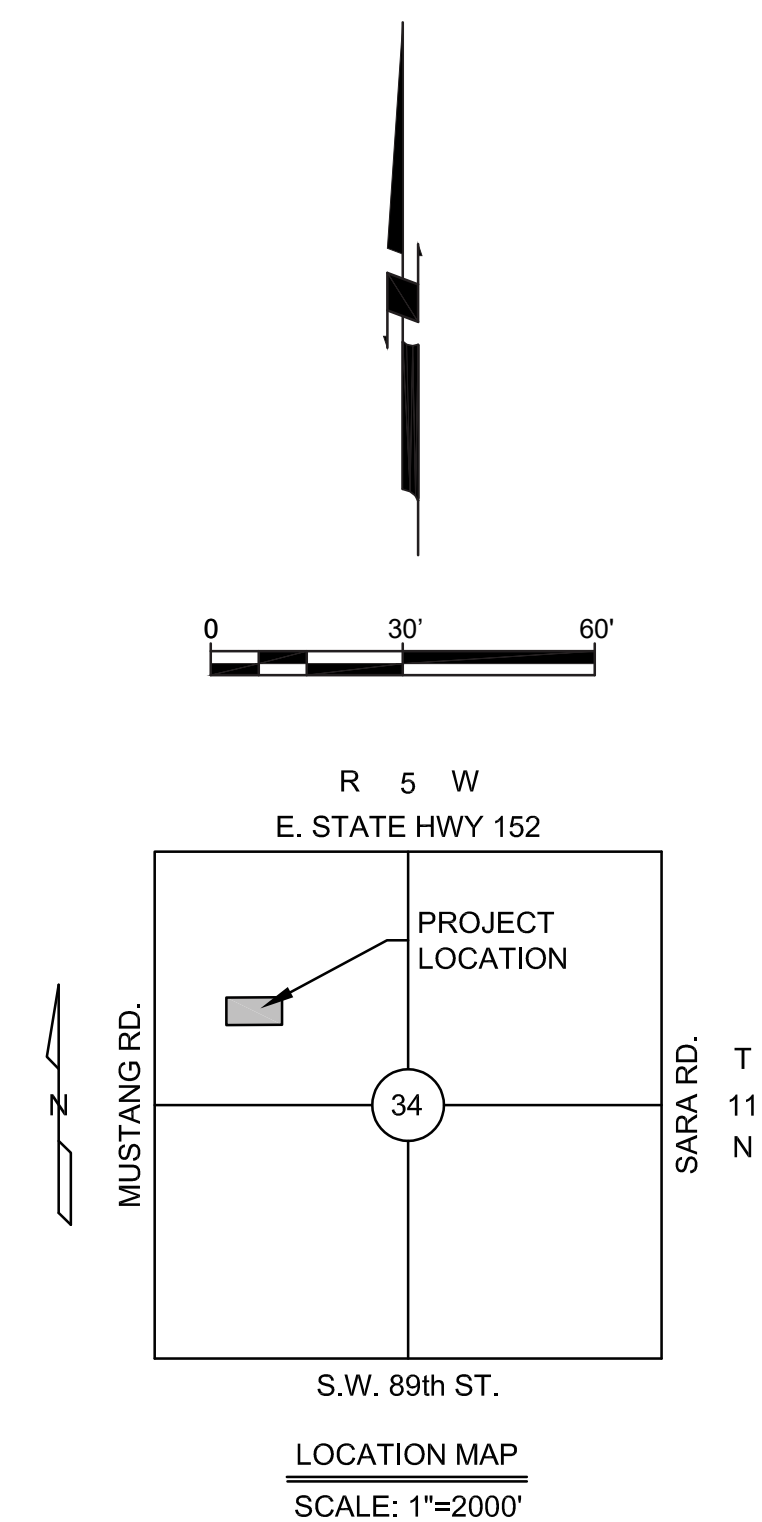
Benchmark # 401
Northing: 140898.31
Easting: 2051331.98
Elevation: 1343.41
Description: Approximately 140' N. of Lewis and Hillcrest; 10' E. of the centerline of Lewis; on top of and in the middle of an east headwall.
Object: Mag Nail with J&A Control shiner

Benchmark # 402
Northing: 141209.36
Easting: 2051301.57
Elevation: 1340.77
Description: Approximately 45' N. of the intersection of Lewis and Hvn; 14' W. of the centerline of Hvn; 15' N. of St. Sign; and 3' E. of Fence
Object: #4 bar with J&A Control cap

LEGEND:

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LIMIT LINE
P/U/E = PRIVATE UTILITY EASEMENT
D/E = PRIVATE DRAINAGE EASEMENT
D & U/E = DRAINAGE & UTILITY EASEMENT
S/E = SIDEWALK EASEMENT

GROSS ACREAGE = 3.8347
TOTAL NUMBER OF LOTS = 16
NET RESIDENTIAL DENSITY BY HOUSING TYPE = 4.17 DWELLINGS PER ACRE
NUMBER OF LOTS & ACREAGE ALLOCATED TO COMMERCIAL & INDUSTRIAL USES = 0
ACREAGE ALLOCATED TO PARKS & COMMON RECREATIONAL USAGE = 0.36 ACRE
LINEAL FOOTAGE OF PROPOSED PUBLIC, LOCAL, & ARTERIAL STREETS = 463'
ACREAGE ALLOCATED TO OTHER PUBLIC & SEMIPUBLIC USAGE = 0



Meadow Hills Estates

Preliminary Plat
Existing Trees Exhibit



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078
ENGINEERS SURVEYORS PLANNERS
4/10/24

**PLANNING COMMISSION MINUTES
APRIL 9, 2024**

The Mustang Planning Commission met in a regular session on Tuesday, April 9th, 2024 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

I. CALL MEETING TO ORDER: Chairman Billy McDaniel called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Brant O'Daniel (7:03pm), Susan Dobbins, Jesse Bratton, Billy McDaniel, Jerry Brown.

MEMBERS ABSENT: John Gassen.

STAFF PRESENT: Ryan Conner.

CITY ATTORNEY: Jonathan Miller was in attendance.

IV. APPROVAL OF MINUTES: Commissioner Jesse Bratton made a motion to approve the minutes from the January 16th 2024 meeting. Commissioner Jerry Brown seconded the motion. The motion was approved unanimously.

V. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES

None.

VI. PUBLIC HEARING, DISCUSSION, CONSIDERATION AND RECOMMENDATION ON:

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

1. Preliminary Plat – PP-11-8-23-1-34 – Meadow Hills Estates

Applicant:	Johnson & Associates, INC
Owner:	DLP Development, LLC
Location:	520 S Lewis Ln
Current Zoning:	R-1, Single Family District
Tract Info:	3.83 acres – 16 lots

City Planner, Ryan Conner, addressed the Planning Commission about the submitted item. He described the location of the proposed plat, Meadow Hills Estates, and the current zoning of R-1 Single Family. He said the property previously in 2023 had an attempt for an R-2 Planned Unit Development but was ultimately recommended denial by

the Planning Commission before the applicant instead successfully had a zoning change to R-1 approved. He said the roughly 4 acre tract of land would contain 16 single family lots with frontage on a cul-de-sac street titled E Abbot Ct Ln. He said that each lot met the R-1 minimum standards and the applicant was not requesting any variances from the code. **Mr. Conner** stated that reviews were conducted by the other departments including, engineering and fire and that the main item of concern came from the issue of only have a 6 inch water line in this area. The City's water policy would not allow an extension of the 6 inch water line with added fire hydrants so the solution offered by the Fire Marshall was to have each home in this subdivision on individual fire suppression units, at the builder's expense. **Mr. Conner** said that from the reviews and the current submission, staff would recommend approval of the plat.

Chairman McDaniel opened the Public Hearing next for the applicant to speak.

Jessica Bloye, Johnson & Associates, on behalf of the applicant introduced herself and had nothing further to add to the staff report other than to answer any questions.

Michael Moore – 207 E Haven Ln – He asked if the lot size of Lot 7 was truly the minimum 7,200 Sqft since it showed 0.16 acres. He also said that with the amount of houses being added to this area, it more than doubles there current area surrounding it.

Jane Zwirtz – 239 E Haven Ln – She asked about lot sizes for this area and spoke about the Planning Commission meeting prior when the zoning took place. She thought the lot sizes were going to match the lots around them more. She also said she is concerned with the traffic capacity of this area. Visibility at the intersections could also be a problem. **Ms. Zwirtz** stated there are some drainage concerns with this area and wants to know it would be handled adequately with the added homes and concrete. Another important concern of hers is the location of cedar trees along the North property line. She said they serve as a dividing line between her property and this property and wants to be sure those trees stay as a dividing line. In closing, she reiterated the need for traffic and drainage studies as well as a study to know if water pressure would be affected by the increased users. She hoped the Commission would not approve a plan that would immediately devalue her property.

Dawnetta Moore – 207 E Haven Ln – She said with calculations showing the sizes of existing lots surrounding this area, the sizes of the proposed lots in this subdivision are smaller. She also mentioned the amount of traffic and how this could be an issue with an added 16 families. **Ms. Moore** also spoke to the effect of the cedar trees on the property line and how that would affect their property if they were to be removed.

Chairman McDaniel then closed the Public Hearing upon hearing no more citizens wishing to speak.

Mr. McDaniel then asked the applicant to address concerns raised during the Public Hearing.

Ms. Bloye first addressed the size of Lot 7 of Block 1 and Lot 7 of Block 2. She said both show 0.16 acres but believe it just came down to a two decimal point rounding error where the actual size of the lot can easily be corrected to show a minimum of 7,200 Sqft. She stated that all zoning regulations would be met.

Commissioner Adams asked **Mr. Conner** if Cowan Group would have looked at this plat and the lot sizes.

Mr. Conner said that yes, and staff had also seen other variations of this plat before making it to the current proposal and the size of the lots were never a question. **Mr.**

Conner said that if three decimal points were shown and the lots came out to 0.169 are even 0.166 acres it would appear to reach the minimum 7,200 SqFt needed to reach the R-1 minimum lot size threshold.

Chairman McDaniel asked the applicant if there was a discrepancy in finding the property line as mentioned by some of the citizens.

Ms. Bloye said she was not aware of any discrepancies. She also wanted to address other concerns brought up by the citizens. She said the street and drainage concerns would have been reviewed by the City Engineer's review and did not show any cause to become an issue.

Mr. McDaniel asked about the location of the cedar trees.

Ms. Bloye said she was not exactly sure where the trees were located on the property but that her partner might be able to help more.

Mark Zitzow, Johnson & Associates, on behalf of the applicant approached the Commission to try and help answer the question. He said that an exhibit can be provided showing where the trees are located. He said that any trees on the other property will not be touched but that it could be possible that trees are removed on the subject property if needed for clearing or other site work.

Dawnetta Moore – 207 E Haven Ln – Spoke briefly asking about trees that happen to cross the property lines on both sides. She said would these just be cut in half? She said they are large trees.

Mark Zitzow said at the home construction side of this project, the trees would be in the rear of the property where the developers might tend to leave trees as they only clear as much land as they really need to. He reiterated to the Commission that from the zoning perspective this development has been recommended for approval by City staff.

Public Hearing was closed.

Chairman McDaniel spoke about how large cedar trees can be and how they can often be on both sides of property lines because of this.

Commissioner Adams asked **City Attorney Jon Miller** about trees and property lines in this context.

Mr. Miller said that for the context of this body, any matter dealing with trees would be something worked out between the property owners.

Mr. Adams said that from his experience a tree on a property line is often cheaper to leave and have fence just go around it. He said that there could be a reasonable conclusion to be made between the property owners.

Commissioner Brown said that he has an interest in this property and will be abstaining his vote but asked for **Commissioner Adams** to explain more from his perspective on this development and traffic that could be involved.

Mr. Adams said that from a detention perspective, the City Engineer looks at these plans and makes sure that additional runoff issues are not made any worse than they were before the development. He said about the traffic issues, most people look at 2 cars being added per house. This could equate to about 32 cars being added to the streets in this area. He recommends the Traffic Commission to maybe be used to help any issues that could

be caused by this added subdivision. He said that historically the burden of fixing traffic off site is not required of the developer. **Mr. Adams** said that from his experience, the addition of roughly 30 vehicles might not have much of an impact on a daily basis.

Commissioner Dobbins asked if there was any concern on the water supply for this area based on the comments.

Mr. Conner answered by saying there is no concern about the water pressure for the additional homes, it was against the Mustang Water Policy to allow more hydrants on a dead end 6 inch water line, thus requiring the individual fire suppression systems. He explained that the City Engineer's firm saw no issue with water capacity for this area.

City Attorney Jon Miller said his last comment would be to make sure that the two lots totaling less than 7,200 SqFt were accurate.

Mr. Adams asked if the Planning Commission could potentially still make a decision with a condition of approval checking to the validity of the size of the lots.

Mr. Miller said the Planning Commission could potentially take that risk and place a condition requiring that the lots total to 7,200 SqFt or more.

Commissioner Brown asked if a continuance should be given but at least wanted the Commission to know that tabling the item is possible to make sure everything else is corrected.

Mr. Adams asked if by **Mr. Brown** abstaining his vote could the Commission still have enough voting members.

Mr. Miller said it would take a unanimous approval from all the other members if **Mr. Brown** abstained his vote.

Chairman McDaniel closed the comments by saying a motion would require the contingency that the lots showing 0.16 acres must be proven to be 7,200 SqFt or be adjusted slightly to become 7,200 SqFt in size or larger.

A Motion was made by **Commissioner Adams** to recommend approval of the application with the contingency that the lots showing less than the minimum R-1 7,200 SqFt be verified by City Staff and corrected prior to the May 7th City Council meeting.

Commissioner Bratton seconded the Motion.

Vote:

Jay Adams – Aye
Brant O'Daniel – Aye
Jerry Brown – Abstain
Susan Dobbins – Aye
Jesse Bratton – Aye
Billy McDaniel – Aye

Motion passes. Item will be heard at the regular May 7th City Council meeting for final approval.



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of Contract and Bonds for Project Labeled SW 89th Street Improvements.

Recommendation:

Approval

Initiator:

David Russell

Background:

The City received bids for reconstruction and signalization of 89th & SH-4. At last months City Council Meeting on April 2nd the bids were accepted and the project was awarded to Rudy Construction, the low bidder. Rudy Construction has submitted the attached contract and bonds for approval.

Financial Impact:

1,795,702.90

Staff Comments:

Staff recommends acceptance of the contract and bonds for this project.

Attachments:

[SW 89th Contract & Bonds_Contractor Signed.pdf](#)

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 15 day of April, 2024 by and between the City of Mustang, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and Rudy Construction Co., party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

This project consists of furnishing all required materials, supplies, equipment, tools, and plant to perform all necessary labor for the construction of SW 89th Street Improvements.

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

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

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

One million seven hundred ninety-five thousand seven hundred and two dollars and 95 cents
(\$1,795,702.95).

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

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

- c. At the end of each month the Engineer will make written estimates of the materials in place and accepted, and the amount of work performed in accordance with the contract during the current period of time between estimates and the value thereof computed at the contract unit prices. Payment to the Contractor shall be in the amount of the estimate minus the retainage as permitted by law.
 - d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
 - e. And that the Contractor's bid is hereby made a part of this Agreement.
- (3) That the City of Mustang reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.
 - (4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
 - (5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the unit price bid and as agreed to by both parties in the execution of the Change Order.
 - (6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.
 - (7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed:

Task 1 - 90 calendar days for the roadway improvements on 89th St. This includes all items to have all lanes open.

Task 2 – 120 calendar days for all other work related to this project.

following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.

- (8) The Contractor shall furnish bonds and certificate of insurance as specified in the "Instructions to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project.

(9) On completion of the work, but prior to the acceptance thereof by the City of Mustang, it shall be the duty of the City Engineer or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Mustang.

(10) Liquidated damages shall be paid by the Contractor at the rate of:

Task 1 - **\$1,000** per each and every calendar day required to complete the contract in excess of the contract time.

Task 2 -- **\$500** per each and every calendar day required to complete the contract in excess of the contract time.

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

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

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

[Remainder of page intentionally left blank.]

"OWNER"

CITY OF MUSTANG

By: _____

ATTEST

City Clerk

APPROVED as to form this _____ day of _____, 2024.

CITY ATTORNEY

APPROVED by the City of Mustang this _____ day of _____, 2024.

"CONTRACTOR"

If an Individual: (signature) _____ N/A

doing business as: _____ N/A

If a Partnership: (signature) _____ N/A

By (Printed Name and Title): _____ N/A

Names of other partners: _____ N/A

If a Corporation/LLC: (signature) Shane Allen

By (Printed Name and Title): Shane Allen, Vice President

ATTEST:

Kath Ramus
~~Secretary~~ Witness

(CORPORATE SEAL)



Business Address of Contractor

3101 NE 63rd Street

Oklahoma City, OK 73121

APPENDIX A
VERIFICATION OF NON-BOYCOTTING OF ENERGY COMPANIES

Reference: 74 Okla. Stat. § 12005

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

I, Shane Allen (print name), as the agent of Rudy Construction Co. (print company or business name) located at 3101 NE 63rd Street (address) do hereby swear and affirm that the named company does not boycott energy companies, and will not boycott energy companies during the term of the contract.

Shane Allen (print affiant's full name), being first duly sworn on oath according to law, deposes and states that he/she has read the foregoing AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Affiant's Signature 

Affiant's Printed Name and Title Shane Allen, Vice President

SUBSCRIBED AND SWORN to me this 15 day of April, 2024.

My commission expires: 09/24/26




Notary Public

NOTE: For purposes of this affidavit the boycott of energy companies means:

Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or
- b. does business with a company described by subparagraph a of this paragraph

PERFORMANCE BOND

Bond No.: 107987938

KNOW ALL MEN BY THESE PRESENTS:

Travelers Casualty and Surety

That Rudy Construction Co., as Principal, and Company of America, a Corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Mustang in the penal sum of One million seven hundred ninety-five thousand seven hundred and two dollars and 95 cents (\$1,795,702.95), in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 15 day of April, 2024.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with THE CITY OF MUSTANG dated April 15, 2024, for:

SW 89th Street Improvements

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

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

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

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

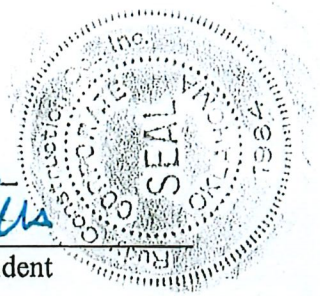
ATTEST:

Kath Rakus

PRINCIPAL:

Rudy Construction Co.

BY: Shane Allen
Its: Shane Allen, Vice President



Surety:

Address of Surety or Agent:

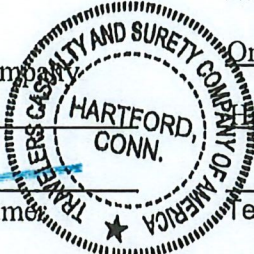
Travelers Casualty and Surety Company
of America

One Tower Square

Hartford, CT 06183

By: [Signature]
Attorney-in-Fact, Dillon Rosenhamer

Telephone No. (860) 277-0111



APPROVED as to form this _____ day of _____, 2024.

CITY ATTORNEY

APPROVED by The City of Mustang this _____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND

Bond No.: 107987938

KNOW ALL MEN BY THESE PRESENTS:

That we, Rudy Construction Co., as Principal, and Travelers Casualty and Surety Company of America, as Surety, authorized and, where required, licensed to transact business in the State of Oklahoma, are held and firmly bound unto The City of Mustang, in the sum of One million seven hundred ninety-five thousand seven hundred and two dollars and 95 cents (\$1,795,702.95) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated April 15, 2024, for SW 89th Street Improvements (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

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

[Remainder of page intentionally left blank.]

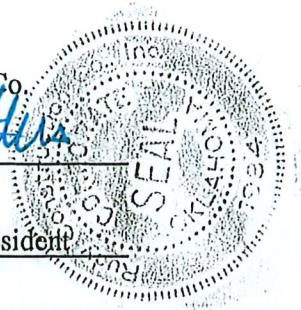
Dated this 15 day of April, 2024.

ATTEST: Ruth Ratner
Secretary

PRINCIPAL Rudy Construction Co.

By: Shane Allen

Its: Shane Allen, Vice President



ATTEST: Jana Taylor
Secretary
Jana Taylor, Witness



SURETY

Travelers Casualty and Surety
Company of America

By: Dillon Rosenhamer
Its Attorney-in-fact, Dillon Rosenhamer

REVIEWED and APPROVED by THE CITY OF MUSTANG this ____ day of _____, 2024.

MAYOR

ATTEST:

City Clerk

Approved as to form this ____ day of _____, 2024.

Municipal Counselor

MAINTENANCE BOND

Bond No.: 107987938

KNOW ALL MEN BY THESE PRESENTS:

That we, Rudy Construction Co., as Principal, and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the City of Mustang, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of One million nine hundred seventy-five thousand two hundred seventy-three dollars and 25 cents (\$1,975,273.25) such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 15 day of April, 2024. The conditions of this obligation are such that whereas, said Principal has constructed in the City of Mustang: SW 89th Street Improvements all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

Attest:

Kath Rutledge

Principal: Rudy Construction Co.

By: Shane Allen

Shane Allen, Vice President

Travelers Casualty and Surety Company of America
Surety

Witness:

Jana Taylor

Jana Taylor, Witness

By: Dillon Rosenhamer
Attorney-in-Fact, Dillon Rosenhamer

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

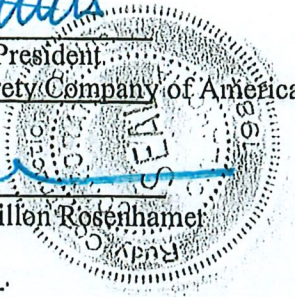
City Attorney

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

Attest:

Mayor

City Clerk





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dillon Rosenhamer** of **OKLAHOMA CITY**, Oklahoma, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

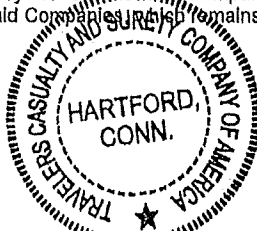
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies and it remains in full force and effect.

Dated this _____

day of _____



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



RUDYCON02C

MANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2024

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

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

PRODUCER License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Jasmin Mayorga, CISR, CRIS		
	PHONE (A/C, No, Ext): (405) 556-2288	FAX (A/C, No): (405) 556-2332	
	E-MAIL ADDRESS: Jasmin.Mayorga@INSURICA.com		
INSURED Rudy Construction Co. P.O. Box 14575 Oklahoma City, OK 73113	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GLO450386606	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP450386706	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC551427006	11/1/2023	11/1/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SW 89th Street Improvements - MUS-TR17-001

Project Number: 16-505

The City of Mustang is named as Additional Insured with respect to General Liability and Auto Liability as required by written contract and in accordance with policy terms and conditions. Thirty (30) Days Notice of Cancellation is provided with respect to General Liability, Auto Liability, and Workers Compensation by scheduled endorsement as required by written contract and in accordance with policy terms and conditions. A Waiver of Subrogation applies in favor of Certificate Holder as respects General Liability, Automobile Liability, & Workers' Compensation if required or agreed to in a written contract subject to all provisions & limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

The City of Mustang
1501 N. Mustang Road
Mustang, OK 73064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Tim Rooney

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of First Amendment to the Interlocal Cooperation Agreement for the Collection and Disposal of Residential and Commercial Refuse between the Mustang Improvement Authority and Approved by the City of Mustang and the Oklahoma Environmental Management Authority.

Recommendation:

Approve the First Amendment to the Interlocal Cooperation Agreement.

Initiator:

Timothy Rooney

Background:

At the request of OEMA, the MIA/City of Mustang and OEMA have developed a "First Amendment to the Interlocal Cooperation Agreement for the Collection and Disposal of Residential and Commercial Refuse," The original agreement was entered into on July 1, 2014 and has been extended to June 30, 2028.

Both entities desire to amend Section XII(3) of that agreement to provide that the contractor's insurance requirements be in an amount sufficient to meet current or later amended liability limitations of the Oklahoma Governmental Tort Claims Act. The effective date of the amendment would be May 15, 2024. All other terms of the original agreement remain unchanged,.

If approved the Mustang City Council and Mustang Improvement Authority, the OEMA would act on this item at their regular meeting on Thursday, May 9, 2024 at 5:30 PM.

Financial Impact:

Staff Comments:

Staff recommends both Council and Trustee approval of the First Amendment to the Interlocal Cooperation Agreement between the Mustang Improvement Authority/City of Mustang and the Oklahoma Environmental Management Authority.

Attachments:

First Amendment to Interlocal Agreement for the Collection and Disposal of Residential and Commercial Garbage and Refuse (042524 AMENDED FINAL).docx

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT FOR THE COLLECTION AND DISPOSAL OF
RESIDENTIAL AND COMMERCIAL GARBAGE AND REFUSE**

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL GARBAGE AND REFUSE dated effective the 15th day of May, 2024, by and between the Mustang Improvement Authority (“MIA”), a public trust, and approved by the City of Mustang, a municipal corporation and sole beneficiary of the MIA (“Mustang”) (hereinafter collectively referred to as “City”) and, Oklahoma Environmental Management Authority, a public trust (hereinafter called “Contractor”), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

WHEREAS, Contractor and City entered into that certain Interlocal Cooperation Agreement for the Collection and Disposal of Residential and Commercial Garbage and Refuse dated effective July 1, 2014 (the “Agreement”) relating to collection and transportation of residential and commercial garbage and refuse;

WHEREAS, Contractor and City entered into an Extension of Interlocal Agreement pursuant to which the term of the Agreement was extended through June 30, 2028;

WHEREAS, the parties hereto are “public agencies” as defined in the Interlocal Cooperation Act set forth in Title 74 Okla. Stat. §1001, *et seq.*; and

WHEREAS, Contractor and City desire to amend Section XII(3) of the Agreement to provide that Contractor’s insurance requirements shall be in an amount sufficient to meet current or later amended liability limitations of the Oklahoma Governmental Tort Claims Act, 51 Okla. Stat. § 151, *et seq.*

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

1. EFFECTIVE DATE: The effective date of this amendment shall be May 15, 2024.
2. AMENDMENT TO SECTION XII(3) OF THE AGREEMENT. Section XII(3) of the Agreement is hereby amended to read as follows:

Contractor shall procure and maintain in full force and effect for the period covered by this contract, a policy or policies of insurance under a comprehensive form to insure contractual and vehicular liability as well as operations other than vehicular with coverage not less than an amount equal to the maximum limit of liability under the Oklahoma Governmental Tort Claims Act, 51 Okla. Stat. § 151, *et seq.* (the “GTCA”) or as it may be later amended. A current certificate(s) showing that the Contractor has in force and effect such insurance shall be maintained on file with the City Clerk of City of Mustang. Contractor represents and warrants that it is a

governmental entity that is subject to the provisions and protections of the GTCA and shall remain subject to the GTCA during the term of this Agreement, as extended.

3. NO OTHER AMENDMENT: The remaining terms of the Agreement shall not be altered, lessened or amended by this First Amendment, including, but not limited to, Contractor's indemnity obligation under Section XV of the Agreement. Unless specifically amended or modified herein, the terms and conditions of the Agreement, as extended, shall remain in full force and effect.

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

OKLAHOMA ENVIRONMENTAL
MANAGEMENT AUTHORITY

By: _____
Rick Cacini, Chairman

ATTEST:

Tim Rooney, Secretary

MUSTANG IMPROVEMENT AUTHORITY

By: _____
Brian Grider, Chairman

ATTEST:

Lisa Martin, Secretary

CITY APPROVAL: The within and foregoing Agreement is hereby approved this 7th day of May, 2024, by the City of Mustang.

CITY OF MUSTANG

Mayor

ATTEST:

Lisa Martin, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Jessica Hunt

Submitting Department: Human Resources

Item Type: Approval

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

Consideration of Bargaining Agreement between the City of Mustang and the Fraternal Order of Police Local 163 for Fiscal Years 2024-2025, 2025-2026, and 2026-2027; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(1).

Recommendation:

Recommend approval.

Initiator:

Laura Anderson, Human Resources Director

Background:

The City of Mustang and the Fraternal Order of Police, Lodge 163 have tentatively agreed to a three year collective bargaining agreement effective July 1, 2024 to June 30, 2027.

Financial Impact:

Staff Comments:

Attachments:



Agenda Item No: J.2

Mustang City Council Agenda Item Report

Meeting Date: May 7, 2024

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Report

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

Consideration of In re Convergeone Holdings, Inc., et al., Case No. 24-90194 (CML), United States Bankruptcy Court, Southern District of Texas; and, Proposed executive session as authorized by 25 Okla. Stat. 307(B)(4).

Recommendation:

Adjourn to executive session

Initiator:

Jon Miller, City Attorney

Background:

Convergeone Holdings, Inc. and its related/subsidiary companies ("Debtors") have filed a pre-packaged Chapter 11 bankruptcy proceeding. The City of Mustang received notice of the filing and the plan.

Financial Impact:

Unknown

Staff Comments:

Staff recommends adjourning to executive session to discuss.

Attachments:

[Notice of Chapter 11 Bankruptcy Case.pdf](#)

Information to identify the case:Debtor: ConvergeOne Holdings, Inc., et al.
Name

EIN: 81-4619427

United States Bankruptcy Court for the Southern District of Texas

Texas Case Number: 24- 90194 (CML)Date case filed for Chapter 11:
04/04/2024**Official Form 309F (For Corporations or Partnerships)****Notice of Chapter 11 Bankruptcy Case**

12/17

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtors' full name: See chart below.

List of Jointly Administered Cases:

NO.	DEBTOR	OTHER NAMES USED IN THE LAST 8 YEARS	ADDRESS	CASE NO.	EIN #
1.	ConvergeOne Holdings, Inc.		10900 Nesbitt Avenue South Bloomington, MN 55437	24-90194	81-4619427
2.	AAA Network Solutions, Inc.	AAA Solar Electric Inc.	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90196	61-1597602
3.	ConvergeOne Dedicated Services, LLC	ASI Dedicated Services, LLC S3 Dedicated Services, LLC	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90197	20-4273323
4.	ConvergeOne Government Solutions, LLC	Strategic Products and Services, LLC ("SPS")	350 Clark Drive Suite 120 Mount Olive, NJ 07828	24-90198	45-3077538

5.	ConvergeOne Managed Services, LLC	ASI Managed Services, LLC; S3 Managed Services, LLC	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90199	20-4616277
6.	ConvergeOne Systems Integration, Inc.	Arrow Systems Integration, Inc.; Shared Solutions and Services, Inc.	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90200	33-1009098
7.	ConvergeOne Technology Utilities, Inc.	RGT Utilities, Inc.	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90201	13-3376466
8.	ConvergeOne Texas, LLC		1900 W. Gray St. #130884 Houston, TX 77219	24-90193	99-1265063
9.	ConvergeOne Unified Technology Solutions, Inc.	Rockefeller Group Technology Solutions, Inc., et al.*	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90202	13-3192412
10.	ConvergeOne, Inc.	North American Communications Resource, Inc. ("NACR")	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90203	41-1763228
11.	Integration Partners Corporation		10900 Nesbitt Avenue South Bloomington, MN 55437	24-90204	04-3467289
12.	NetSource Communications Inc.		10900 Nesbitt Avenue South Bloomington, MN 55437	24-90205	36-4056228
13.	NuAge Experts LLC		10900 Nesbitt Avenue South Bloomington, MN 55437	24-90206	47-3508150
14.	Providea Conferencing, LLC		10900 Nesbitt Avenue South Bloomington, MN 55437	24-90207	26-3797448
15.	PVKG Intermediate Holdings Inc.		10900 Nesbitt Avenue South Bloomington, MN 55437	24-90195	83-2454875
16.	Silent IT, LLC	Prime TSR	10900 Nesbitt Avenue South Bloomington, MN 55437	24-90208	46-2837730
17.	WrightCore, Inc.		725 Cool Springs Blvd. Suite 420 Franklin, TN 37067	24-90209	81-0863654

*ConvergeOne Unified Technology Solutions, Inc. has also used the following names over the last 8 years: RGTS, Inc.; Rockefeller Center Telecommunications Corporation; RGTS Cabling, Inc.; RGTS-USA, Inc.

2. All other names used in the last 8 years: See chart above.		
3. Address:		See chart above
4. Debtors' attorneys: WHITE & CASE LLP Charles R. Koster (TX Bar. No. 24128278) 609 Main Street, Suite 2900 Houston, Texas 77002 Telephone: (713) 496-9700 Facsimile: (713) 496-9701 Email: charles.koster@whitecase.com Debtors' notice and claims agent (for court documents and case information inquiries): If by First-Class Mail: ConvergeOne Holdings, Inc. Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4420 Beaverton, OR 97076-4420 - and - WHITE & CASE LLP Bojan Guzina Andrew O'Neill Erin Rosenberg 111 South Wacker Drive Suite 5100 Chicago, Illinois 60606 Email: bojan.guzina@whitecase.com Email: aoneill@whitecase.com Email: erin.rosenberg@whitecase.com If by Hand Delivery or Overnight Mail: ConvergeOne Holdings, Inc. Claims Processing Center c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005 Email: C1-Info@epiqglobal.com Website: https://dm.epiq11.com/C1 Toll Free U.S. and Canada: <u>(877) 295-6914</u> Non-U.S. Parties: <u>(971) 290-2761</u>		
5. Bankruptcy Clerk's Office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov. United States Courthouse 515 Rusk Avenue Houston, Texas 77002 Hours Open: Monday - Friday 8:00 AM - 5:00 PM Contact phone: 713-250-5500 All documents in this case are available free of charge on the website of the Debtors' notice and claims agent at https://dm.epiq11.com/C1		
6. Meeting of Creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so. To be determined The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.		
7. Proof of claim deadline: Not yet set. If a deadline is set, notice will be sent at a later time.		

A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office.

Your claim will be allowed in the amount scheduled unless:

- Your claim is designated as disputed, contingent or unliquidated;
- You file a proof of claim in a different amount; or
- You receive another notice.

If your claim is not scheduled or if your claim is designated as disputed, contingent, or unliquidated, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.

You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.

Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.

**8. Exception to discharge
deadline**

The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.

You must start a judicial proceeding by filing a complaint if you want to have a debt excepted from discharge under 11 U.S.C. § 1141(d)(6)(A).

Deadline for filing the complaint: To be determined

**9. Creditors with a foreign
address**

If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

**10. Filing a Chapter 11 bankruptcy
case**

Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.

11. Discharge of debts

Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.