



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, November 5, 2024 – 7:00 PM

MUSTANG MUNICIPAL BUILDING

1501 N. MUSTANG ROAD

MUSTANG, OKLAHOMA 73064

A. **CALL TO ORDER**

B. **PLEDGE OF ALLEGIANCE/INVOCATION**

Pastor Daniel Ross, Christ Lutheran Church of Mustang

C. **ROLL CALL**

D. **INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES**

E. **NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA**

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

F. **CONSENT AGENDA**

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

- F.1** Approval of 10/01/2024 City Council Minutes.
- F.2** Approval of 10/22/2024 City Council Work Session Minutes.
- F.3** *Claims List for FY25.
- F.4** Approval to Turn Past Due Library Accounts over to Collection Agency.
- F.5** Approval of Resolution No. 25-012, a Resolution of the City Council of the City of Mustang calling for a Municipal Election for the City of Mustang, Oklahoma, pursuant to Article 6 of the Charter of the City of Mustang, Oklahoma and providing for Dates for Elections and Filing Periods; Providing for Qualifications; and Providing for the Election to be Conducted by the Canadian County Election Board.
- F.6** Discussion, Consideration and Possible Action Regarding Declaring Certain Items as Surplus and Authorizing Disposal of Those Items.
- F.7** Request to Approve Agreement to Waive Liens between the City of Mustang and Dossey Enterprises, LLC
- F.8** *Approval of Schedule of Meetings for City Council, Boards and Commissions, and Holidays for the City of Mustang / MIA for the Year 2025..

G. INFORMATION/REPORTS

- G.1** City Manager Report
- G.2** City Council Reports

G.3 Mustang American Legion Post 353 Certificate of Appreciation for the City of Mustang

G.4 Recognition of City Employee Veterans.

H. DISCUSSION ITEMS

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

H.1 *Consideration of Resolution No. 25-013, a Resolution of the City Council of the City of Mustang, Oklahoma, Approving a Maintenance Agreement with the Oklahoma Department of Transportation for the Installation and Operation of a Traffic Signal at SW 89th and SH-4.

H.2 Consideration of Contract and Bonds for Project Labeled East Charlotte Terrace Drainage Project.

H.3 Public Hearing and Consideration of Ordinance No. 1309, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from R-1, Single Family District to an R-2, Two-Family District Planned Unit Development, Declaring Repealer, and Providing for Severability.

H.4 Ordinance No. 1310, An ordinance of the City of Mustang, Oklahoma, declaring certain police vehicles surplus, authorizing the sale of such vehicles to other public agencies or by competitive bidding and authorizing and directing the City Manager to execute documents to complete the transfers; and providing for severability.

- H.5** Consideration of (A) Res No. 25-014, a Resolution of the City of Mustang, Oklahoma, approving an agreement for sale between The City of Mustang and The City of Chickasha, for the sale of a surplus police vehicle and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfer, and Providing for Severability; and (B) an Agreement for Sale of a Surplus Police Vehicle to The City of Chickasha.

I. MATTERS FOR EXECUTIVE SESSION

J. ADJOURNMENT

Note:

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



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 10/01/2024 City Council Minutes.

Recommendation:

Initiator:

Tammi Noblitt

Background:

Approval of October 1, 2024 City Council Minutes.

Financial Impact:

Staff Comments:

Attachments:

[10-01-2024 City Council Minutes.docx](#)

MUSTANG CITY COUNCIL
OCTOBER 1, 2024

The Mustang City Council met in regular session on Tuesday, October 1, 2024, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, September 27, 2024 at 9:00 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 7:01 p.m.

B. PLEDGE OF ALLEGIANCE/INVOCATION Councilman Waugh, Ward 4.

Councilman Waugh led the assembly in the Pledge and Invocation.

C. ROLL CALL

Councilmembers Present:	Leete
	Wald
	Waugh
	Sholund
	Grider

Councilmembers Absent:	Ray
	McKenzie

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

Crystal Garcia introduced herself as the new OG&E representative for the Mustang area and will make herself available after the meeting to Council and Staff for any questions.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

F.1 Approval of 09/03/2024 City Council Minutes.

F.2 *Claims List for FY2024.

F.3 *Claims List for FY2025.

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

F.5 Approval of Interlocal Cooperation Agreement for Municipal Court Jurisdiction Concerning Juveniles between Judicial District 26, District Court of Canadian County, and the Municipal Court of the City of Mustang.

MOTION was made by Councilman Wald, seconded by Councilman Sholund, to Approve the Consent Agenda Items F.1 thru F.13, including the Addendum to the Claims List.

AYE: Leete, Wald, Waugh, Sholund, Grider

NAY: None

G. INFORMATION/REPORTS

G.1 City Manager Report

Nothing in addition to City Manager Report.

G.2 Council Reports

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

Councilman Leete stated his ward was quiet.

Councilman Wald stated his ward was quiet.

Councilman Waugh reported that the citizens within his ward are continuing to resolve the geese issue throughout the neighborhood.

Councilman Sholund reported a few emails regarding roosters and noticed that the foliage along S.W. 59th had been taken care of.

Mayor Grider encouraged council members to attend Mustang's first hosting of the Oklahoma Municipal League Regional Council Meeting on October 22 at the Town Center. Mayor Grider expressed gratitude to Pafford EMS Services for their quick response regarding his family. Thankful that Chief Carruth cared enough about the community to put the best EMS service in place.

H. DISCUSSION ITEMS

- H.1 *Consideration of Acceptance of Bids for Project Labeled East Charlotte Terrace Drainage Project, 14-216:037.

MOTION was made by Councilman Waugh, seconded by Councilman Wald, to Approve Consideration of Acceptance of Bids for Project Labeled East Charlotte Terrace Drainage Project, 14-216:037.

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

H.2 *Consideration of Award of Bid for Project Labeled East Charlotte Terrace Drainage Project, 14-216:037

MOTION was made by Councilman Sholund, seconded by Councilman Leete, to Accept the Bid for Project Labeled East Charlotte Terrace Drainage Project, 14-216:037 be awarded to D. Owen Construction, LLC, for the base amount of \$115,080.00.

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

I. MATTERS FOR EXECUTIVE SESSION

- I-1 Consideration of pending class action litigation against various defendants, including but not limited to Tyco Fire Products LP ("Tyco"), and BASF Corporation ("BASF"), involving pre- and Polyfluoroalkyl Substances ("PFAS") contamination in In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873, United States District Court, District of South Carolina, and participation in or exclusion from proposed settlement of claims against Tyco and BASF; and, executive session as authorized by 25 Okla. Stat. § 307(B)(4).

MOTION was made by Councilman Sholund, seconded by Councilman Wald, directing the City to ratify and adopt the elections to opt out of the proposed settlement of claims against Tyco Fire Products and BASF Corporation in the PFAS multidistrict litigation foiled on the City's behalf.

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

I-2 Consideration of status and potential claims involving Red River Homes LLC and The Ohio Casualty Insurance Company relating to the Contract Agreement dated June 9, 2023 and related surety bonds for construction of the Meadows Park Walking Trail; and, executive session as authorized by 25 Okla. Stat. § 307(B)(4).

MOTION was made by Councilman Wald, seconded by Councilman Waugh, to authorize the City Attorney and the City Manager to proceed as discussed in Executive Session.

J. ADJOURNMENT

MOTION was made by Councilman Leete, seconded by Councilman Waugh, to adjourn.

AYE: Leete, Wald, Waugh, Sholund, Grider

NAY: None

The meeting was adjourned at 7:20 p.m.

Brian Grider, Mayor

Attest:

Tammi Noblitt, City Clerk



Agenda Item No: F.2

Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 10/22/2024 City Council Work Session Minutes.

Recommendation:

Initiator:

Tammi Noblitt

Background:

Approval of October 22, 2024 City Council Work Session Minutes.

Financial Impact:

Staff Comments:

Attachments:

[10-22-2024 City Council Work Session Minutes.pdf](#)

**MUSTANG CITY COUNCIL
OCTOBER 22, 2024
SPECIAL MEETING**

The Mustang City Council met in special session on Tuesday, October 22, 2024, at 6:00 p.m. in the Mustang Municipal Building Council Chambers, 1501 N. Mustang Road, Mustang, Oklahoma. Notice of the meeting was posted as required on Wednesday, October 16, 2024, at 7:45 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Grider called the meeting to order at 6:00 p.m.

B. ROLL CALL

Councilmembers Present:	Ray
	Leete
	Wald
	Waugh
	Sholund
	Grider

Councilmembers Absent:	Leete
	Wald
	McKenzie

C. DISCUSSION ITEMS

C.1. Infrastructure & Transportation

Assistant City Manager Battles provided a report updating Current, Ongoing, and Upcoming Projects for both Infrastructure and Transportation. **Battles** provided information regarding the existing well fields in regards to pumping and distribution of the water system. Upcoming projects included a 2.5 mile of a new 16" water line; Automatic Meter Reading(AMR); discussions for a new water tower on the West side of Mustang; renovations on Lift Stations #2 & #5.

Discussion was held regarding a stand-alone or an in-ground Water Tower. **Battles** stated that a stand-alone tower has proven to produce more water pressure than the in-ground process.

Battles provided information regarding the Ongoing and Upcoming Transportation projects. Acknowledging the completion of the Sara Rd project and the SW 89th project. Upcoming road works includes the Mill and Overlay of SW 89th between Czech Hall & Clear Springs and the Mill and Overlay of S. Clear Springs between SH 152 & SW 89th.

Discussion was held regarding the Mill and Overlay of Clear Springs between SH 152 & W SW 59th. **Battles** informed that it is planned to be addressed after the end of the 152 project. Additional discussion was held regarding a uniform speed limit throughout the City. **Battles** addressed that the roads owned by ODOT are not as convenient for change as the others but that the future holds for citywide change after proper Traffic evaluations are conducted.

C.2. Discussion of 4th Penny Sales Tax

City Manager Rooney stated several years ago, the 4th Penny Sales Tax was put into place and has been extended since inception. Due to commercial growth and increased Sales Tax the City paid off debt and extended once again until 2030. **City Manager Rooney** proposed to make the 4th Penny Sales Tax permanent and form a Sales Tax Oversight Committee to have the sole purpose of providing accountability to the citizens. This committee would adhere to Open Meeting Laws just as Council does. Council would appoint the members of the committee.

C.3. Discussion of Increase in Security Presence at Court and City Council Meetings

City Manager Rooney expressed staff concerns regarding a safer environment when holding Court sessions and/or various Board meetings including Council. Proposal was made to install a portable Metal Detector at the doorway of Council Chambers with an officer manning the area during meetings. Would like to install within 60 days.

C.4. Discussion of Storm Debris Clean-Up Fees

City Manager Rooney stated that the past few years has depleted the General Fund in regards to Debris Clean Up after ice and/or wind storms. There was a total loss to the City of over \$400,000 with the FEMA reimbursement being 75%. The length of time it takes FEMA to reimburse means the City has carried a substantial amount up front. **City Manager Rooney** proposes a .50 cent "Storm Debris" fee to be included on the Utility Bill of each customer. Councilmembers expressed concern that .50 cents might not cover the cost.

D. MATTERS FOR EXECUTIVE SESSION

D.1 Discussion of Grievance authorized to continue by Fraternal Order of Police, Lodge 163; and Executive Session as authorized by 25 Okla. Stat. 307(B)(1,4).

MOTION was made by **Mayor Grider**, seconded by **Councilman Should**, to Adjourn to Executive Session.

AYE: Ray, Waugh, Sholund, Grider

NAY: None

**MUSTANG CITY COUNCIL
OCTOBER 22, 2024
PAGE 3**

TIME ADJOURNED to Executive Session: **7:01 p.m.**

Mayor Grider called the meeting back into Session.

TIME RETURNED to Executive Session: **7:31 p.m.**

E. UPDATE ON MANAGEMENT RELATED ISSUES

Mayor Grider encouraged Councilmembers to be a part of the upcoming OML Regional Council meetings.

City Manager Rooney reminded all that on November 11 @ 11:00a.m. recognition of our Veterans will be held at the Town Center. Sen Paul Rosino will be speaking.

F. ADJOURNMENT

MOTION was made by **Councilman Ray**, seconded **Councilman Waugh**, to adjourn.

AYE: Ray, Waugh, Sholund, Grider

NAY: None

The meeting was adjourned at **7:39 p.m.**

Brian Grider, Mayor

Attest:

Lisa Martin, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Claims List for FY25.

Recommendation:

Approve.

Initiator:

Ashley Neely

Background:

Claims List for FY25.

Financial Impact:

\$600,444.92

Staff Comments:

Attachments:

[GF Claims List - FY25.pdf](#)

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		CITY ATTORNEY				
25-0969	01-B0130	CHRISTOPHER HOWARD BOX	ALTERNATE JUDGE	10/2024	202410162560	950.00
25-0799	01-B0222	BRADLEY WERNER, LLC	COXCOM FRANCHISE RENEWAL	10/2024	23880	68.75
25-0877	01-M0343	JON MILLER	LYFT TRANSPORTATION	9/2024	202410152532	80.40
25-0693	01-M040	MCAFFEE & TAFT A PROFESSIONAL	LEGAL SERVICES EMP MATTER	10/2024	764088	870.00
DEPARTMENT TOTAL:						1,969.15
DEPARTMENT: 11		CITY MANAGER				
25-0740	01-B0186	JUSTIN BATTLES	TUITION REIMBURSEMENT	9/2024	202410152522	700.00
25-0296	01-B0274	HEALTH CARE SERVICE CORPORATE	RETIREE HEALTH INSURANCE	10/2024	202410152523	4,717.56
25-0088	01-D1082	DELTA DENTAL PLAN OF OKLAHOMA	RETIREE DENTAL INSURANCE	10/2024	202410152528	636.50
25-0354	01-J1071	CRUSH ENTERPRISES, INC.	CLEANING SERVICES	10/2024	INV111809	880.00
25-0366	01-M0180	MUSTANG CHAMBER OF COMMERCE	CHAMBER LUNCHEONS	10/2024	20618	20.00
25-0341	01-S0137	STANDARD INSURANCE COMPANY	RETIREE VISION INSURANCE	10/2024	202410152542	79.80
25-0926	01-T0800	TIMECLOCK PLUS, LLC	TCP EMPLOYEE LICENSES	9/2024	INV00369965	16.80
25-0926	01-T0800	TIMECLOCK PLUS, LLC	TCP EMPLOYEE LICENSES	10/2024	INV00376510	1,596.00
DEPARTMENT TOTAL:						8,646.66
DEPARTMENT: 12		LIBRARY				
25-0230	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	9/2024	5019120952	851.46
25-0230	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	10/2024	5019135869	63.60
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	9/2024	85705514	26.39
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	10/2024	85756131	432.67
25-0231	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	9/2024	83961870	449.00
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	10/2024	506123663	49.19
DEPARTMENT TOTAL:						1,872.31
DEPARTMENT: 13		PARKS AND RECREATION				
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	9/2024	4206527435	112.59
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	10/2024	4207224577	553.94
25-0171	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	9/2024	319921	457.34
25-0488	01-00055	OKLAHOMA GAS & ELECTRIC	ELECTRIC SERVICE	10/2024	202410162558	100.09
25-0184	01-00211	JONATHAN GRIDER	PREVENTATIVE MAINTENANCE	7/2024	7072	490.00
25-0184	01-00211	JONATHAN GRIDER	PREVENTATIVE MAINTENANCE	10/2024	7193	490.00
25-0975	01-RF0116	BROC JENNINGS	YEARLY MEMBERSHIP REFUND	10/2024	202410162559	250.00
DEPARTMENT TOTAL:						2,453.96

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
25-0903	01-C0011	CHICKASAW TELECOM, INC.	CITY HALL PHONES	9/2024	62507	148.00
25-0941	01-C0299	CENTRAL POWER SYSTEMS AND	SGENERATOR REPAIR	9/2024	R118009356	2,888.72
25-0090	01-D0088	STATE OF OKLAHOMA - DEPART	MINMATE LABOR	9/2024	UNCCC-3060924	540.00
25-0489	01-00010	ONE GAS, INC.	NATURAL GAS SERVICE	10/2024	202410162557	162.13
25-0488	01-00055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICE	10/2024	202410162558	87.84
25-0412	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MAINTENANCE	9/2024	34949	5,264.33
25-0413	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MOWING CONTRACTOR	9/2024	34950	78,398.34
25-0468	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	10/2024	INV1713486	2,185.93
DEPARTMENT TOTAL:						89,675.29
DEPARTMENT: 18 TOWN CENTER						
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY	TOWN CENTER, SPORTS, PARK	9/2024	386323	24.54
25-0165	01-A0227	ALLIED ELEVATOR SERVICES,	IELEVATOR REPAIRS	9/2024	2147801	495.00
25-0166	01-A0227	ALLIED ELEVATOR SERVICES,	IELEVATOR MAINTENANCE	10/2024	2147882	175.00
25-0909	01-B0154	ICE MAKER SALES & SERVICE	IICE MAKER REPAIR	9/2024	1106000-IN	926.85
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	9/2024	4206527435	517.73
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	10/2024	4207224577	398.69
25-0484	01-C0117	CLEARWATER ENTERPRISES, LLC	NATURAL GAS SERVICE	10/2024	20591-02409	71.44
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	8/2024	953349	199.80
25-0178	01-E0115	ERC ACQUISITION INC.	GYM WIPES	10/2024	957395	199.80
25-0180	01-F0078	DAIOHS USA, INC	MEETING SUPPLIES	9/2024	OK-18089	74.95
25-0181	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	9/2024	826730178	295.02
25-0182	01-J1071	CRUSH ENTERPRISES, INC.	TOWN CENTER CLEANING	10/2024	INV111811	3,595.00
25-0745	01-S0117	SALAZAR ROOFING	ROOF REPAIRS	9/2024	24-18978-1	12,320.00
DEPARTMENT TOTAL:						19,293.82
DEPARTMENT: 19 BALL COMPLEX						
25-0164	01-A0110	ALL SEASON BUILDING SUPPLY	TOWN CENTER, SPORTS, PARK	9/2024	386485	200.42
25-0719	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS FOOD/SUPPLIES	10/2024	66702650	108.72
25-0871	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS - FOOD/PAPER	9/2024	66695527	1,044.88
25-0871	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS - FOOD/PAPER	10/2024	66705905	3,857.09
25-0208	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL & PAPER SUPPLI	9/2024	4206527374	201.63
25-0208	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL & PAPER SUPPLI	10/2024	4207224570	403.26
25-0210	01-F0078	DAIOHS USA, INC	COFFEE, HOT CHOCOLATE SUP	9/2024	OK-21761	106.64
25-0205	01-F0144	405 TECHNOLOGY SOLUTIONS,	LPOS SYSTEM	10/2024	2804	920.59
25-0207	01-H0165	HD SUPPLY, INC	JANITORIAL, PAPER SUPPLIE	9/2024	824767156	645.60
25-0216	01-I1119	STEPHENSON WHOLESALE CO.,	IGROCERIES, PAPER GOODS, C	9/2024	7895276	738.71
25-0216	01-I1119	STEPHENSON WHOLESALE CO.,	IGROCERIES, PAPER GOODS, C	10/2024	7898174	1,663.17
25-0488	01-00055	OKLAHOMA GAS & ELECTRIC	COMELECTRIC SERVICE	10/2024	202410162558	2,302.29
25-0215	01-P0144	BOTTLING GROUP, LLC	DRINKS & SUPPLIES	10/2024	48162307A	260.35
25-0718	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS	10/2024	48162307	1,986.85
25-0870	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS - DRINKS	10/2024	45993110	3,027.11
25-0868	01-P0214	RONALD S KOLANDER	JOHNNY FREEZE CUPS	10/2024	41	1,000.00
25-0214	01-S0355	SUNSHINE SWEETS, LLC	DIP N DOTS FOR CONCESSION	10/2024	I241001475	116.00
DEPARTMENT TOTAL:						18,583.31

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
25-0390	01-00197	OKLAHOMA MUNICIPAL COURT	CLOMCCA WORKSHOPS	10/2024	5927	50.00
DEPARTMENT TOTAL:						50.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
25-0292	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	10/2024	R862481	22.00
25-0295	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	9/2024	MT618100	60.90
25-0615	01-R0092	SHELBY NICOLE LINK	MOWING ABATEMENT	10/2024	378	525.00
25-0298	01-S0373	RPS AUTO LLC	BULK OIL & LUBE	10/2024	00543-40821	134.98
DEPARTMENT TOTAL:						742.88
DEPARTMENT: 41 POLICE						
25-0864	01-C0050	SM COKER ENTERPRISE LLC	LOCKER RM SHOWER REPAIR	10/2024	202410152524	1,100.00
25-0484	01-C0117	CLEARWATER ENTERPRISES, LLC	NATURAL GAS SERVICE	10/2024	20591-02409	66.68
25-0077	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	10/2024	OK-31421	135.00
25-0082	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	10/2024	INV111810	1,585.00
25-0590	01-M0115	MTM RECOGNITION CORPORATION	BADGE ORDER	10/2024	6217173	36.00
25-0087	01-M0170	DAVID L. MORRIS	MISC. VEHICLE MAINTENANCE	9/2024	242-09032024	766.00
25-0793	01-Q0104	ORION SECURITY SOLUTIONS, L	ACCESS CONTROL SYSTEM	10/2024	51481	450.00
25-0107	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	10/2024	850847913	247.92
25-0115	01-T1029	THOMAS L DAVIS	JAIL LAUNDRY SERVICE	9/2024	000649	300.80
25-0108	01-T1084	T-MOBILE USA INC.	WIRELESS DATE USAGE	9/2024	202410152545	564.31
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	9/2024	2770188883	36.32
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	10/2024	2770192031	36.32
DEPARTMENT TOTAL:						5,324.35
DEPARTMENT: 42 ANIMAL WELFARE						
25-0921	01-C0050	SM COKER ENTERPRISE LLC	MISC PLUMBING REPAIRS	10/2024	202410162555	350.00
25-0809	01-C0115	CITY GLASS OKC, INC.	REPLACE CAT CONDO GLASS	9/2024	233451	406.80
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	9/2024	433346	35.00
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	10/2024	433461	181.00
25-0125	01-J1071	CRUSH ENTERPRISES, INC.	FACILITY CLEANING	10/2024	INV111808	395.00
25-0002	01-M0236	TERRY R WOOD	VETERINARY SERVICES	10/2024	202410152552	25.00
25-0852	01-M0236	TERRY R WOOD	VETERINARY SERVICES	10/2024	202410152553	25.00
25-0489	01-Q0010	ONE GAS, INC.	NATURAL GAS SERVICE	10/2024	202410152538	191.92
25-0488	01-Q0055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICE	10/2024	202410162558	661.96
25-0126	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	10/2024	20243638	41.00
25-0874	01-S0330	STREETS, LLC	REPLACE AHU 1 MOTOR	9/2024	36799945	1,732.00
25-0130	01-T1084	T-MOBILE USA INC.	WIRELESS DATA TERMINAL US	9/2024	202410152546	143.49
DEPARTMENT TOTAL:						4,188.17

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51						
		FIRE				
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	9/2024	388089	42.02
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	10/2024	389530	29.81
25-0817	01-B0293	BEAR COMMUNICATIONS, INC	ALERT SYSTEM FS#1 REPAIR	10/2024	5799786	500.00
25-0840	01-B0293	BEAR COMMUNICATIONS, INC	REPAIR ALERT SYSTEM FS#1	10/2024	5799786A	265.00
25-0715	01-B1149	BANNER FIRE EQUIPMENT INC	WT1 REPLACE PUMP SEAL	9/2024	1111-10819A	2,750.00
25-0770	01-B1149	BANNER FIRE EQUIPMENT INC	WT1 REPL IMPELLER SHAFT	9/2024	1111-10819	3,207.63
25-0907	01-C0052	LARRY WAYNE WRIGHT	PRESSURE RELIEF VALVE	10/2024	202410152525	275.00
25-0963	01-C0052	LARRY WAYNE WRIGHT	THERMAL EXP TANK	10/2024	202410162556	250.00
25-0904	01-C0060	CRAIG CARRUTH	IAFC SW DIV CONF PER DIEM	9/2024	202410152526	177.00
25-0780	01-C0065	CASCO INDUSTRIES, INC.	HELMET BADGE	9/2024	266306	63.00
25-0854	01-H0165	HD SUPPLY, INC	CLEANING SUPPLIES	9/2024	826000069	1,977.12
25-0145	01-M0115	MTM RECOGNITION CORPORATION	CHALLENGE COINS	9/2024	6215362	1,590.00
25-0146	01-N0003	NORTH AMERICA FIRE EQUIPMEN	BUNKER COATS & PANTS	8/2024	1300625CR	525.00-
25-0146	01-N0003	NORTH AMERICA FIRE EQUIPMEN	BUNKER COATS & PANTS	9/2024	1300625	7,900.00
25-0717	01-N0003	NORTH AMERICA FIRE EQUIPMEN	WILDLAND PANTS ZIPPER	10/2024	1301902	64.00
25-0489	01-O0010	ONE GAS, INC.	NATURAL GAS SERVICE	10/2024	202410162557	418.60
25-0337	01-O0025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR AND MAINT.	10/2024	0309-334968	61.17
25-0488	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	10/2024	202410162558	1,153.28
25-0302	01-O0215	OKLAHOMA STATE UNIVERSITY	FIRE OFFICE III	10/2024	0093532	1,100.00
25-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	9/2024	2770188885	82.13
DEPARTMENT TOTAL:						21,380.76
DEPARTMENT: 61						
		STREETS				
25-0488	01-O0055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICE	10/2024	202410162558	717.13
DEPARTMENT TOTAL:						717.13
FUND TOTAL:						174,897.79

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0867	01-A0303	CHANCE WHITENER	FENCE REPAIR-FOOTBALL FLD	9/2024	3689	3,555.00
25-0786	01-C0318	CUNNINGHAM ASSOCIATES, INC.	BLEACHER PROJECT-RODEO	10/2024	114591	2,250.00
25-0412	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MAINTENANCE	9/2024	34949	396.00
DEPARTMENT TOTAL:						6,201.00
FUND TOTAL:						6,201.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
25-0905	01-M0332	ANNE CONAWAY-CAMPBELL MORAL		10/2024	202410152531	80.00
25-0906	01-S1023	CRESHIA STARK	OCT BILINGUAL STORYTIME	10/2024	202410152544	60.00
25-0836	01-T0048	TRANSPARENT LANGUAGE INC	UNIVERSAL CLASS	10/2024	35523	607.50
DEPARTMENT TOTAL:						747.50
FUND TOTAL:						747.50

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
25-0026	01-Z0014	CENTRAL SQUARE TECHNOLOGIES	ANNUAL CAD/RMS SOFTWARE	8/2024	418644	32,000.00
25-0729	01-Z0014	CENTRAL SQUARE TECHNOLOGIES	ANNUAL CAD/RMS RENEWAL	8/2024	418644A	2,883.20
DEPARTMENT TOTAL:						34,883.20
FUND TOTAL:						34,883.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
25-0108	01-T1084	T-MOBILE USA INC.	WIRELESS DATA USAGE	9/2024	202410152545	815.61
25-0026	01-Z0014	CENTRAL SQUARE TECHNOLOGIES	ANNUAL CAD/RMS SOFTWARE	8/2024	418644	19,000.00
DEPARTMENT TOTAL:						19,815.61
FUND TOTAL:						19,815.61

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
25-0412	01-S0085	SILVER STAR CONSTRUCTION	COSTREET MAINTENANCE	9/2024	34949	13,900.31
25-0958	01-S0085	SILVER STAR CONSTRUCTION	COMAINTENANCE CAPS	7/2024	34791	21,189.83
DEPARTMENT TOTAL:						35,090.14
FUND TOTAL:						35,090.14

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
25-0621	01-T0029	WEST PUBLISHING CORPORATION	WESTLAW NATIONAL EDGE	10/2024	850877958	372.60
DEPARTMENT TOTAL:						372.60
DEPARTMENT: 15 GENERAL GOVERNMENT						
25-0537	01-G0040	GENENTRY SERVICE & REPAIR, IN	HEAT & AIR UNIT & INSTALL	10/2024	241134	12,590.00
DEPARTMENT TOTAL:						12,590.00
DEPARTMENT: 42 ANIMAL WELFARE						
25-0875	01-O0089	BRIAN ROUTT	LIFTGATE FOR UNIT #262	9/2024	10680	3,658.54
DEPARTMENT TOTAL:						3,658.54
DEPARTMENT: 51 FIRE						
25-0876	01-C1068	CDW LLC	TRIPP LITE MINI DISP PORT	9/2024	AA66N2P	43.20
DEPARTMENT TOTAL:						43.20
DEPARTMENT: 61 STREETS						
25-0839	01-T1113	TRAFFIC SIGNALS, INC.	SH152 OPTICOM SYSTEM	10/2024	17333	24,920.00
DEPARTMENT TOTAL:						24,920.00
DEPARTMENT: 72 WATER						
25-0541	01-C1197	CORE & MAIN LP	PARTS FOR WATER LINES	9/2024	V615573	3,221.22
25-0541	01-C1197	CORE & MAIN LP	PARTS FOR WATER LINES	10/2024	V747187	596.00
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	9/2024	53690068-00	147.44
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	10/2024	53811318-00	90.33
25-0977	01-P0049	PIONEER SUPPLY, LLC	WATERLINE PARTS	10/2024	INV72016	8,679.20
DEPARTMENT TOTAL:						12,734.19
FUND TOTAL:						54,318.53

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0014	01-A87	AUI-OK, LLC	ANNUAL EXCESS WORK COMP	9/2024	501514	3,092.00
25-0572	01-I0053	INDEPENDENT MEDICAL EXAMINAWC	2009-07	7/2024	202410152529	50.00
25-0916	01-I0053	INDEPENDENT MEDICAL EXAMINAWC	2007-09 TELEHEALTH	9/2024	202410152530	50.00
25-0917	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2024-10 MRI	9/2024	202410152533	864.66
25-0933	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2024-10 - OFFICE VISIT	10/2024	202410152534	266.38
25-0934	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-02 - MRI	10/2024	202410152535	364.64
25-0935	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-02 OFFICE VISIT	10/2024	202410152536	332.28
25-0966	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2023-12 OFFICE VISIT	10/2024	202410152537	136.70
25-0257	01-O0181	STATE OF OKLAHOMA	QUARTELY MULTIPLE INJURY	9/2024	202410152540	1,225.63
25-0967	01-P0166	PTMS 3.0, LC	WC 2023-12 OFFICE VISIT	10/2024	202410152541	134.53
25-0931	01-S0255	SSM HEALTH CARE OF OKLAHOMAWC	2025-03 - ER VISIT	10/2024	202410152543	564.54
25-0918	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2024-10 PT EVALUATION	9/2024	202410152547	220.09
25-0932	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2024-10 - PT VISITS	10/2024	202410152548	384.98
25-0965	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2024-10 OFFICE VISIT	10/2024	202410152549	282.83
25-0964	01-W0108	SERVRX, INC.	WC 2007-09 PRESCRIPTIONS	10/2024	202410152550	2,710.21
DEPARTMENT TOTAL:						10,679.47
FUND TOTAL:						10,679.47

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
25-0303	01-H0045	RALPH STEVEN HUDDLESTON	JUDGE	11/2024	202410292656	1,900.00
25-0264	01-00042	MICHEAL S. OGLESBY	CITY PROSECUTOR	11/2024	202410292658	800.00
25-0984	01-00149	OKLAHOMA ATTORNEYS MUTUAL	IOAMIC INSURANCE PREMIUM	10/2024	7735-11-24-001	2,986.25
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	40.00
DEPARTMENT TOTAL:						5,726.25
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	25.00
DEPARTMENT TOTAL:						25.00
DEPARTMENT: 11 CITY MANAGER						
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	70.00
DEPARTMENT TOTAL:						70.00
DEPARTMENT: 12 LIBRARY						
25-0230	01-B1023	BTAC UNITED ACQUISITION	HOLBOOKS	10/2024	5019151718	2,389.54
25-0233	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	10/2024	85794959	59.18
25-0223	01-C1068	CDW LLC	INK	10/2024	AB1XC9W	1,068.32
25-0231	01-I0023	INGRAM LIBRARY SERVICES LLC	JUVENILE BOOKS	10/2024	84314954	639.11
25-0232	01-I0023	INGRAM LIBRARY SERVICES LLC	CYA BOOKS	10/2024	84314955	376.55
25-0234	01-M0263	MIDWEST TAPE, LLC	NONPRINT ITEMS FOR COLLEC	10/2024	506189290	1,035.99
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	10.00
DEPARTMENT TOTAL:						5,578.69
DEPARTMENT: 13 PARKS AND RECREATION						
25-0862	01-A0294	GEORGE E DECHER	INFLATABLES-OCT EVENTS	10/2024	34424561	722.54
25-0884	01-B1081	TRAVIS BRYCE	NERF BATTLES MOM VS SON	10/2024	202410292662	375.00
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	10/2024	4208665072	38.46
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	130.00
25-1011	01-RF0117	LINDSEY HIGHTOWER	MEMBERSHIP REFUND	10/2024	202410292648	250.00
25-0195	01-V0050	VERIZON COMMUNICATIONS INC.	HOT SPOTS & RENTAL ATTEND	10/2024	9976902744A	136.72
DEPARTMENT TOTAL:						1,652.72

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
25-0022	01-A1000	ATWOOD DISTRIBUTING L.P.	ATWOODS SALES TAX REBATE	11/2024	202410292649	12,201.44
25-0059	01-C0286	CIVICPLUS, LLC	ANNUAL WEB HOSTING	11/2024	316159	950.00
25-0268	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER TAX REBATE	11/2024	202410292657	5,000.00
25-1015	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	EMPLOYEE CHG STATUS FORMS	10/2024	765816	419.90
25-0464	01-S0306	SETH B SHAY	PEST CONTROL SERVICES	10/2024	2203	760.00
25-0472	01-S0330	STREETS, LLC	HVAC MAINT-QUARTERLY PMTS	10/2024	S44-1024	3,269.25
25-0971	01-Y0040	YUKON TROPHY & AWARDS INC	COURT DOOR LETTERING	10/2024	1024083	67.00
DEPARTMENT TOTAL:						22,667.59
DEPARTMENT: 18		TOWN CENTER				
25-0170	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	10/2024	4208665072	1,096.46
25-0183	01-L0052	LOCKE SUPPLY CO	LIGHTING SUPPLIES	10/2024	53813905-00	132.63
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	20.00
DEPARTMENT TOTAL:						1,249.09
DEPARTMENT: 19		BALL COMPLEX				
25-0212	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA	9/2024	262241	1,035.00
25-0869	01-A2017	AMERICAN PIZZA PARTNERS, LP	CONCESSIONS - PIZZA	9/2024	262212	565.00
25-0869	01-A2017	AMERICAN PIZZA PARTNERS, LP	CONCESSIONS - PIZZA	10/2024	268405	65.00
25-0871	01-B1019	BEN E. KEITH COMPANY	CONCESSIONS - FOOD/PAPER	10/2024	66720620	2,399.98
25-0208	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL & PAPER SUPPLI	10/2024	4208665010	403.26
25-0210	01-F0078	DAIOHS USA, INC	COFFEE, HOT CHOCOLATE SUP	10/2024	OK-44505	205.16
25-0207	01-H0165	HD SUPPLY, INC	JANITORIAL, PAPER SUPPLIE	10/2024	828864488	325.22
25-0216	01-I1119	STEPHENSON WHOLESALE CO.,	IGROCERIES, PAPER GOODS, C	10/2024	7903426	1,038.58
25-0870	01-P0144	BOTTLING GROUP, LLC	CONCESSIONS - DRINKS	10/2024	48354208	3,402.67
25-0868	01-P0214	RONALD S KOLANDER	JOHNNY FREEZE CUPS	10/2024	42	312.50
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	70.00
25-0673	01-S0355	SUNSHINE SWEETS, LLC	CONCESSIONS	10/2024	I241018532	232.00
DEPARTMENT TOTAL:						10,054.37
DEPARTMENT: 20		AQUATICS				
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	20.00
25-0756	01-S9983	SUNBELT POOLS, INC	CHLORINE, ACID, CHEMICALS	8/2024	PSI011184	4,979.52
DEPARTMENT TOTAL:						4,999.52

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21 FINANCE						
25-0071	01-C0245	CRAWFORD & ASSOCIATES, P.C.	CONSULTING/GASB REVIEWS	10/2024	19032	2,700.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	40.00
DEPARTMENT TOTAL:						2,740.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
25-0292	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	10/2024	R865476	18.00
25-0293	01-00096	OKLAHOMA UNIFORM BUILDING	CBUILDING PERMIT FEES	9/2024	202410302673	296.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	70.00
25-0324	01-V0050	VERIZON COMMUNICATIONS INC.	CELL PHONE SERVICES	10/2024	9976902744B	187.27
DEPARTMENT TOTAL:						571.27
DEPARTMENT: 41 POLICE						
25-0012	01-A0039	ASC INC	MISC. VEHICLE PARTS	9/2024	199896	1,848.66
25-0864	01-C0050	SM COKER ENTERPRISE LLC	LOCKER RM SHOWER REPAIR	10/2024	202410292663	285.00
25-0735	01-C0162	CLIFFORD POWER SYSTEMS, INC	REPL GENERATOR BATTERIES	10/2024	SVC-0171364	893.09
25-0559	01-C0232	COPS PRODUCTS	VESTS FOR NEW HIRES	10/2024	202410292664	1,353.75
25-0590	01-M0115	MTM RECOGNITION CORPORATION	BADGE ORDER	10/2024	6217789	12.00
25-0678	01-M1161	MORPHO USA, INC	LIVESCAN FINGERPRINT	10/2024	174416	19,378.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	750.00
25-0101	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMENT	10/2024	S43-1024	5,438.00
25-0585	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	10/2024	2770195565	36.32
25-0882	01-W1164	WELCO ELECTRIC INC	OUTSIDE LIGHTING REPAIRS	10/2024	57248	3,079.00
DEPARTMENT TOTAL:						33,073.82
DEPARTMENT: 42 ANIMAL WELFARE						
25-0123	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS USER FEES	10/2024	LET-016338A	18.00
25-0001	01-H0182	HALO ANIMAL HOSPITAL, PLLC	VETERINARY SERVICES	10/2024	434326	116.00
25-0852	01-M0236	TERRY R WOOD	VETERINARY SERVICES	10/2024	202410292670	75.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	20.00
25-0127	01-S0330	STREETS, LLC	HVAC MAINTENANCE AGREEMENT	10/2024	S184-1024	1,822.00
DEPARTMENT TOTAL:						2,051.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 44		SUPPORT SERVICES				
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	90.00
DEPARTMENT TOTAL:						90.00
DEPARTMENT: 51		FIRE				
25-0342	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR AND MAINT	10/2024	390074	50.25
25-0994	01-C0011	CHICKASAW TELECOM, INC.	FS PAGING LINE REPAIR	10/2024	62613	296.00
25-0139	01-C0065	CASCO INDUSTRIES, INC.	NOMEX PANTS & SHIRTS	10/2024	266899	63.00
25-0792	01-C0231	CONRAD FIRE EQUIPMENT, INC.	HYDRANT GATE VALVE L-1	10/2024	578507	577.81
25-0854	01-H0165	HD SUPPLY, INC	CLEANING SUPPLIES	10/2024	829898188	5.94
25-0912	01-J1066	JOE COOPER CHEVROLET CADILLAC	COMMAND 1- REPROGRAM	10/2024	202410292669	450.00
25-0335	01-O0028	OMNIWARN LLC	STORM SIREN MAINT.	10/2024	INV-000089	935.00
25-0336	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	11/2024	202410292660	780.00
25-1003	01-R0146	ROGUE COMPETITION AUTOMOTIVE	BC1 OIL CHANGE	10/2024	17048	156.55
25-0825	01-S0348	HOWMEDICA OSTEONICS CORP	PULSE OX TRUNK CABLE	10/2024	9207481841	1,245.15
25-0980	01-S0386	SEEK THERMAL, INC.	SEEK REPAIR	10/2024	INV47327	210.00
25-0326	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	10/2024	2770195567	81.98
DEPARTMENT TOTAL:						4,851.68
FUND TOTAL:						95,401.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0106	01-G0030	GENERAL FUND	TRANSFER TO GENERAL FUND	11/2024	202410292655	100,000.00
DEPARTMENT TOTAL:						100,000.00
FUND TOTAL:						100,000.00

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0974	01-D0167	ZW USA INC.	WASTE BAGS - DOG PARK	10/2024	733264	303.08
DEPARTMENT TOTAL:						303.08
FUND TOTAL:						303.08

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
25-0954	01-I0023	INGRAM LIBRARY SERVICES LLCBOOKS		10/2024	84314953	1,405.01
DEPARTMENT TOTAL:						1,405.01
FUND TOTAL:						1,405.01

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
25-0041	01-D0090	OK DEPT. OF PUBLIC SAFETY	OLETS TERMINALS, CAD SERV	10/2024	LET-016338	737.00
DEPARTMENT TOTAL:						737.00
FUND TOTAL:						737.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 00		ADMINISTRATION					
25-0642	01-B1026	B&C APPAREL	FITNESS SHIRTS & HATS	8/2024	3425	1,138.11	
25-0782	01-02067	OKLAHOMA DEPARTMENT OF CORRADOPT A BENCH-RAMMAGE			10/2024	119149	402.00
DEPARTMENT TOTAL:						1,540.11	
FUND TOTAL:						1,540.11	

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
25-0760	01-C0108	COWAN GROUP ENGINEERING, LLC		10/2024	9124	1,000.00
25-0412	01-S0085	SILVER STAR CONSTRUCTION CO		7/2024	34851	76.83
DEPARTMENT TOTAL:						1,076.83
FUND TOTAL:						1,076.83

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
25-0846	01-C1068	CDW LLC	POLICE TABLETS	10/2024	AB1GU5V	31,430.65
DEPARTMENT TOTAL:						31,430.65
DEPARTMENT: 42 ANIMAL WELFARE						
25-1013	01-L0128	LGL ANIMAL CARE PRODUCTS, IDOG KENNEL GATES		10/2024	6665	6,427.00
DEPARTMENT TOTAL:						6,427.00
DEPARTMENT: 51 FIRE						
25-0843	01-C1068	CDW LLC	FIRE TABLETS	10/2024	AB1N19R	5,447.84
25-0910	01-N0003	NORTH AMERICA FIRE EQUIPMENDRAEGER 5 GAS MONITOR		10/2024	1303783	7,603.00
DEPARTMENT TOTAL:						13,050.84
DEPARTMENT: 61 STREETS						
25-0653	01-C0108	COWAN GROUP ENGINEERING, LLMULTIMODAL COMM PROJECT		10/2024	9127	6,250.00
DEPARTMENT TOTAL:						6,250.00
DEPARTMENT: 72 WATER						
25-0541	01-C1197	CORE & MAIN LP	PARTS FOR WATER LINES	10/2024	V893092	113.16
25-0544	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	10/2024	53926859-00	287.11
DEPARTMENT TOTAL:						400.27
FUND TOTAL:						57,558.76

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
25-0981	01-E0007	EMERGENCY PHYSICIANS OF MIDWC	2024-09 - ER VISIT	10/2024	202410292666	276.02
25-1025	01-E0007	EMERGENCY PHYSICIANS OF MIDWC	2025-05 ER VISIT EVAL	10/2024	202410292665	211.63
25-0349	01-H0174	HEALTHSMART BENEFIT SOLUTION	WORKERS COMP SERV FEES	10/2024	202410292667	265.00
25-1021	01-I0053	INDEPENDENT MEDICAL EXAMINAWC	2009-07 OFFICE VISIT	10/2024	202410292668	293.66
25-1022	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-04 OFFICE & MRI	10/2024	202410302672	586.30
25-1026	01-P0166	PTMS 3.0, LC	WC 2023-12 PT VISIT	10/2024	202410302675	753.53
25-1027	01-P0166	PTMS 3.0, LC	WC 2023-12 PT VISIT	10/2024	202410302674	1,163.89
25-0990	01-S0255	SSM HEALTH CARE OF OKLAHOMAWC	2024-09 EMERG SUPPLIES	10/2024	202410302677	661.11
25-1024	01-S0255	SSM HEALTH CARE OF OKLAHOMAWC	2025-05 ER VISIT	10/2024	202410302676	428.17
25-0982	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2024-10 - PT VISIT	10/2024	202410302679	152.09
25-1023	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2025-02 & WC 2024-10	10/2024	202410302678	821.49
DEPARTMENT TOTAL:						5,612.89
FUND TOTAL:						5,612.89

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARKS AND RECREATION				
25-1029	01-B0201	NIC BAILEY	ATHLETIC CONF PER DIEM	10/2024	202410302680	177.00
DEPARTMENT TOTAL:						177.00
FUND TOTAL:						177.00

NOVEMBER 2024 VISA

<u>DEPT</u>		
501	ATTORNEY	\$ 500.00
511	CITY MANAGER	\$ 3,000.00
512	LIBRARY	\$ 16,000.00
513	PARKS & RECREATION	\$ 9,000.00
515	GENERAL GOVERNMENT	\$ 1,500.00
518	TOWN CENTER	\$ 8,800.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 800.00
541	POLICE	\$ 2,500.00
551	FIRE	\$ 7,000.00
TOTAL		\$ 49,600.00

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



Mustang City Council Agenda Item Report

Meeting Date: November 5, 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 October 2024.

Financial Impact:

\$715.68

Staff Comments:

Attachments:

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

[illegible]



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Resolution No. 25-012, a Resolution of the City Council of the City of Mustang calling for a Municipal Election for the City of Mustang, Oklahoma, pursuant to Article 6 of the Charter of the City of Mustang, Oklahoma and providing for Dates for Elections and Filing Periods; Providing for Qualifications; and Providing for the Election to be Conducted by the Canadian County Election Board.

Recommendation:

Approve

Initiator:

Tammi Noblitt

Background:

The City must give notice to the Canadian County Election Board sixty (60) days prior to the primary election that is to be held on Tuesday, February 13, 2024. The general election, if necessary, shall be held on Tuesday, April 1, 2025 to elect Councilmembers for Wards Two and Four.

The filing period for the Councilmembers shall begin on Monday, December 2, 2024 at 8:00 a.m. and close on Wednesday, December 4, 2024 at 4:30 p.m. and the filing for office shall be with the Secretary of the Canadian County Election Board in El Reno.

Financial Impact:

Staff Comments:

Recommend Approval

Attachments:

[Res 25-012 Calling for Election - Wards 2 & 4.pdf](#)

RESOLUTION NO. 25-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG CALLING FOR A MUNICIPAL ELECTION FOR THE CITY OF MUSTANG, OKLAHOMA, PURSUANT TO ARTICLE 6 OF THE CHARTER OF THE CITY OF MUSTANG, OKLAHOMA AND PROVIDING FOR DATES FOR ELECTIONS AND FILING PERIODS; PROVIDING FOR QUALIFICATIONS; AND PROVIDING FOR THE ELECTION TO BE CONDUCTED BY THE CANADIAN COUNTY ELECTION BOARD

WHEREAS, the Charter of the City of Mustang provides for annual municipal elections for members of the City Council; and

WHEREAS, the County Election Board will hold the election.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Mustang, Oklahoma as follows:

That a primary election shall be held on **Tuesday, February 11, 2025** to nominate candidates for **Councilmembers** for **Ward Two and Ward Four** for a three-year term. The **Councilmembers** will be elected by qualified voters in their respective Wards.

That a general election shall be held on **Tuesday, April 1, 2025** to elect the **Councilmembers** for **Ward Two and Ward Four**. The **Councilmembers** will be elected by qualified voters in their respective Wards.

That the elections shall in all respects be governed by the Charter of the City of Mustang, Oklahoma concerning candidate's qualifications, and shall be nonpartisan.

That if there should be no candidates or questions to be voted upon at the primary or general election, then said election shall not be held.

That the period for filing for the office of Councilmembers shall begin on **Monday, December 2, 2024 at 8:00 a.m. and close on Wednesday, December 4, 2024 at 4:30 p.m.*** Filing for office shall be with the Secretary of the Canadian County Election Board in El Reno, Oklahoma.

On the dates of the election as designated by the Canadian County Election Board the polls shall remain open continuously from 7:00 a.m. to 7:00 p.m.

BE IT FURTHER RESOLVED, that absentee ballots will be provided in accordance with state law.

Resolution No.
Page Two

This is to certify that the above and foregoing Resolution was duly **ADOPTED AND APPROVED** by the City Council and Mayor of the City of Mustang this _____ day of **November, 2024.**

Brian Grider
Mayor

Attest:

Tammi Noblitt
City Clerk

*NOTE: Filing begins no earlier than 8:00 a.m. on the first Monday in December and ends no later than 4:30 p.m. on the next succeeding Wednesday (three full days) with the Secretary of the County Election Board prior to the primary election. Also, 60 days notice of Election must be given to the Election Board by filing approved copies of this Resolution.



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Janet Watts

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Janet Watts, Finance Director

Background:

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

Financial Impact:

\$11,784.51

Staff Comments:

Attachments:

[disposals 11-5-24.xlsx](#)

CITY OF MUSTANG
SCHEDULE OF SURPLUS - CAPITAL ASSETS (FULLY DEPRECIATED)
For the year ending June 30, 2025

FA Number	Governmental Assets Description:	Condition:	Expense Account	Cat	Serial #	Council Approval To Surplus	Primary Location	Original Cost	Write Off Amount	Fully/Partial Deprec	Approval Date	HOW DISPOSED
00378	LINDSEY COMPRESSOR	FAIR	39-561-5971	40	29979	YES	STREETS	1,200.00	-	1,200.00	11/5/2024	AUCTION
2860	JACOBSON TURFCAT MOWER	FAIR/GOOD	39-561-5971	40	69180-4212A	YES	STREETS	22,291.00	4,458.12	17,832.88	11/5/2024	AUCTION
2927	JACOBSON TURFCAT MOWER	FAIR/GOOD	39-561-5971	40	69180-4212B	YES	STREETS	23,135.99	7,326.39	15,809.60	11/5/2024	AUCTION
								<u>46,626.99</u>	<u>11,784.51</u>	<u>34,842.48</u>		

C:\Users\EASYPD-1\AppData\Local\Temp\BCL Technologies\easyPDF 8\@BCL@FC0A295E\[@BCL@FC0A295E.xlsx]11-5-24



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Request to Approve Agreement to Waive Liens between the City of Mustang and Dossey Enterprises, LLC

Recommendation:

Approve or Deny

Initiator:

Ryan Conner

Background:

The owner, Dossey Enterprises, LLC, of property located at the South end of S. Riley Ln (road between Chicken Express & Bancfirst) wants to purchase a 30 foot strip that adjoins its property along the south boundary. This 30 foot strip is a drainage way that was originally part of the larger tract owned by Dossey. Said 30 ft strip of land, currently owned by a Martin D. Howell, is a non-conforming piece of property acquired by the current owner through previous sheriff sale. Research found that the 30 ft strip of land was left off property deed filings, an illegal lot split, in 2016 and is virtually unbuildable due to access and shear size. Said property has not been maintained by said property owner and has accumulated numerous mowing liens. The 30 ft strip of land itself acts as an unofficial drainage channel and it is staff's opinion that it has no true value to anyone except for the property to the North. Dossey (Reign Athletics) is currently planning to build a gymnasium training facility on their site and have contracted to buy the 30 ft strip but is asking that City release its mowing and abatement liens. The liens total \$8,327.90. As a condition of waiving the mowing liens, staff requests Dossey agree that the 30 ft strip of land be merged back onto the property that Dossey (Reign Athletics) owns, thus combining both properties into one whole property moving forward and correcting the illegal lot split that took place in 2016. An agreement form has been drafted by the City Attorney and included as an attachment for this item.

Financial Impact:

0

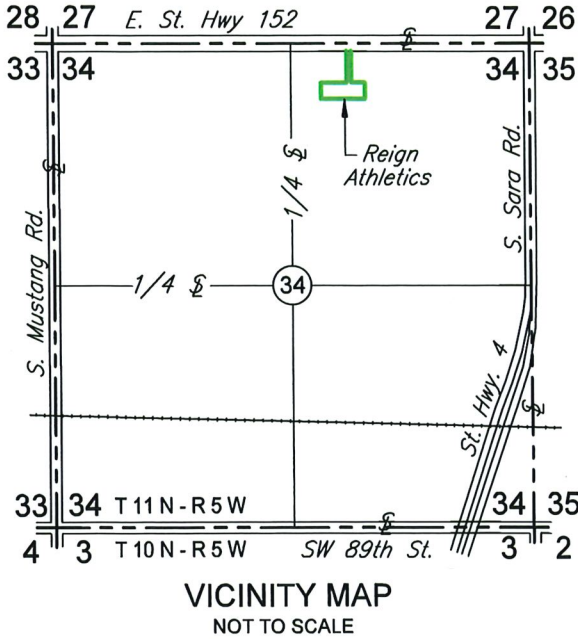
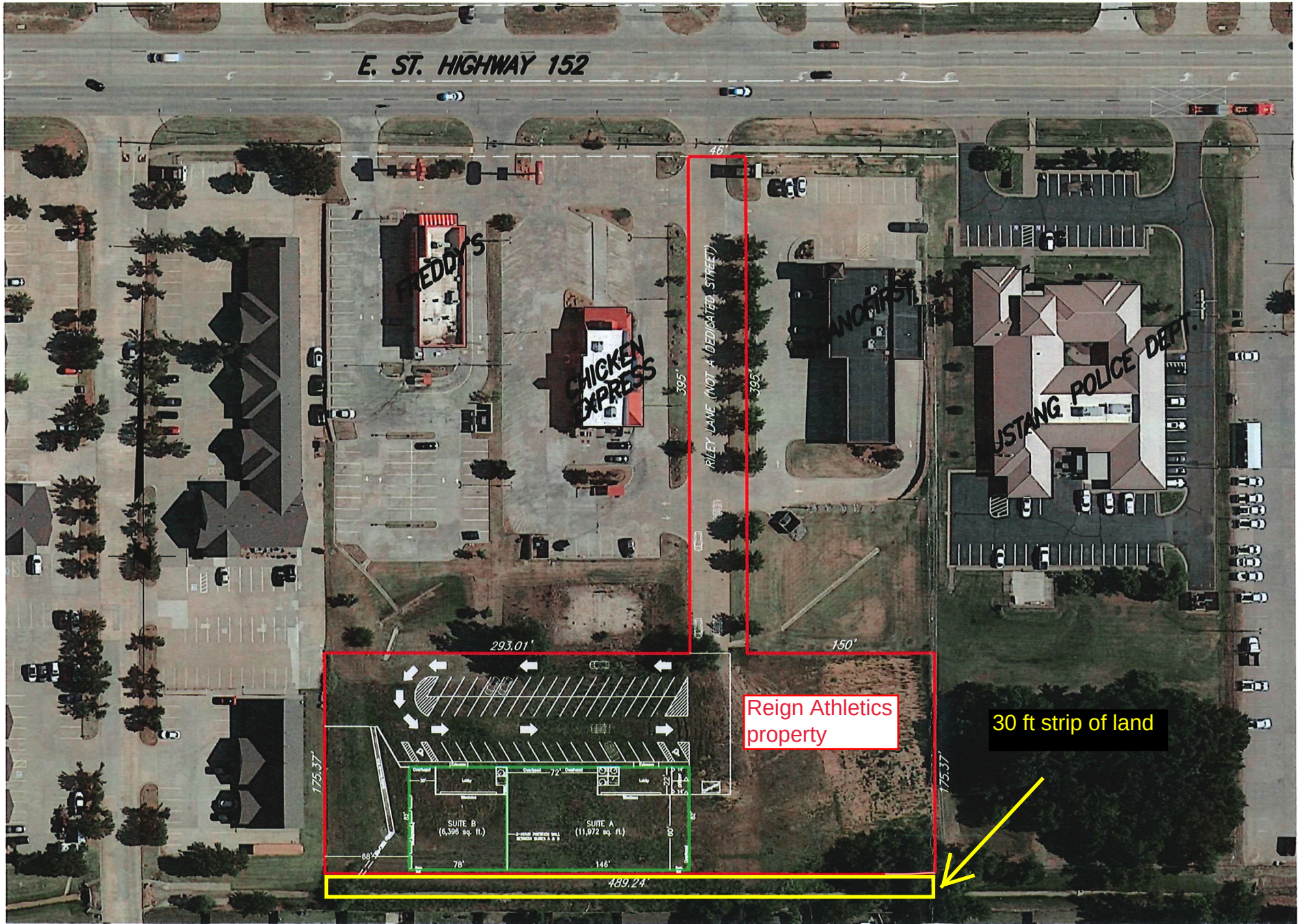
Staff Comments:

Staff believes that the 30 ft strip of land is virtually useless to any property except the property in which Reign Athletics owns. If the strip of land were to be acquired and combined onto the Reign Athletics property as one property permanently, the ongoing issue with mowing/maintenance has a better likelihood of not continuing to reoccur in the future.

Attachments:

[Reign Athletics Exhibit - 11-5-24 CC.pdf](#)

[Agreement to Waive Liens - Reign Athletics.pdf](#)



LEGAL DESCRIPTION:

Part of the NE/4 of Section 34, T11N-R5W of the I.M. in Canadian County, OK, being further described as follows: Commencing at a point 60 feet south of the Northeast corner of said Section 34; THENCE S 89°58'04" W a distance of 1982.82 feet to the POINT OF BEGINNING; THENCE South a distance of 395 feet; THENCE East a distance of 150 feet; THENCE South a distance of 175.37 feet; THENCE West a distance of 489.24 feet; THENCE North a distance of 175.37 feet; THENCE East a distance of 293.01 feet; THENCE North a distance of 395 feet; THENCE East a distance of 46 feet to the POINT OF BEGINNING. Contains 2.38 Acres, more or less.

REIGN ATHLETICS & CHEER				
SCALE:	1"=100'			
DATE:	02/07/24			
JOB NO.:	2414WORK	NO.	REVISION	DATE BY
DWG. NO.:	DOSSEY	SURVEYED BY:		
ORIG. DWG. SIZE:	11" X 17"	DRAWN BY: B.M.J.		
SHEET	1 OF 2	APPROVED BY: D.M.D.		
		1530 SW 89th STREET, Bldg. C3 OKLAHOMA CITY, OK (405) 692-7348 WWW.CIMSURVEY.COM		

AGREEMENT

THIS AGREEMENT is made this 5th day of November, 2024, by and between the City of Mustang, Oklahoma (“City”) and Dossey Enterprises, LLC (“Dossey”), with respect to the following:

a. Dossey owns the following described real property located in Mustang, Oklahoma, to wit:

Part of the Northeast Quarter (NE/4) of Section Thirty-Four (34), Township Eleven (11) North, Range Five (5) West, I.M., described as starting 60 feet south of the NE Corner of Section 34, Township 11 North, Range 5 West, Thence, S89°58’04”W 1982.82 feet to a point of beginning; thence, South 395 feet; thence, East 150 feet; thence, South 175.37 feet; thence, West 489.24 feet; thence North 175.37 feet; thence, East 293.01 feet; thence, North 395 feet; thence, East 46 feet to the point of beginning (the “Principal Tract”).

b. Martin D. Howell (“Howell”) owns the following described real property located in Mustang, Oklahoma that lies immediately south of and adjacent to the Principal Tract, to wit:

Part of the Northeast Quarter (NE/4) of Section 34, T34N- R5W, I.M., described as starting 60 feet south of the NE Corner of Section 34; thence, S89°58’04”W 1982.82 feet; thence, South 395 feet; thence, East 150 feet; thence, South 175.37 feet to the point of beginning; thence, South 30 feet; thence, West 489.24 feet; thence North 30 feet; thence, East 489.24 feet to the point of beginning (the “Servient Tract”).

c. The Principal Tract and the Servient Tract were originally part of a single tract, and were split in approximately 2016 without complying with the requirements of Sec. 106-261 of the Mustang Code of Ordinances.

d. The City has liens on the Servient Tract in the total amount of \$8,327.90 for mowing and related liens due to Martin’s failure to maintain the Servient Tract in accordance with the Code of Ordinances of the City of Mustang.

e. Dossey has entered into a Contract for Deed with Martin to acquire the Servient Tract. Because of the limited useability and value of the Servient Tract, Dossey has asked the City to waive its liens on the Servient Tract.

f. It is in the City’s interest to reunite the Principal Tract and the Servient Tract into a single property. The Servient Tract contains a drainage way that was used to drain excess water from the Principal Tract. As a separate property, the Servient Tract has no commercial use. However, reuniting the tracts will facilitate development of both tracts as a unified whole.

g. City is agreeable to waiving its liens on the Servient Tract provided Dossey

agrees that the Principal Tract and the Servient Tract shall not be subject to any future split without complying with the lot split procedure set forth in Sec. 106-261, et seq., of the Mustang Code of Ordinances.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Dossey agrees to purchase from Martin the Servient Tract.
2. Contemporaneously with its purchase of the Servient Tract, Dossey agrees to convey the Principal Tract and the Servient Tract to itself by special or warranty deed in a form to be approved by the Community Development Director of the City of Mustang, which deed shall include provisions: (a) affirming that the Servient Tract shall be considered as appurtenant to and conveyed with the Principal Tract regardless of whether it is specifically described in any future conveyance; (b) agreeing to convey the Principal Tract and the Servient Tract together, using a single metes and bounds legal description that encompasses both tracts, in all future conveyances; (c) agreeing that no portion of the rejoined Principal Tract and Servient Tract shall be separately conveyed from the rejoined tract without complying with the Mustang Code of Ordinances, including but not limited to Sec. 106-261; and (d) agreeing that these covenants shall be binding upon any future owner of the Principal Tract and/or the Servient Tract and shall run with the land.
3. Upon satisfaction of the conditions set forth in paragraphs (1) and (2) above, City agrees to execute and deliver to Dossey its Release of Lien releasing the mowing and abatement liens on the Servient Tract. Dossey shall file the lien release and return a filed copy to City.

DATED the year and date set forth above.

CITY OF MUSTANG

DOSSEY ENTERPRISES, LLC

Brian Grider, Mayor

Joshua Dossey, Member/Manager

ATTEST:

Tammi Noblitt, City Clerk

APPROVED as to form this 5th day of November, 2024.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Tammi Noblitt

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

*Approval of Schedule of Meetings for City Council, Boards and Commissions, and Holidays for the City of Mustang / MIA for the Year 2025..

Recommendation:

Approval

Initiator:

Tammi Noblitt

Background:

All schedules of meetings for the City Council/MIA, Boards and Commissions, and the Holiday Schedule for the City of Mustang are to be submitted to the City Clerk and approved by the City Council by December 15th of every year. This item is to meet this requirement.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval.

Attachments:

[2025 Board Meetings and Holiday Schedule.pdf](#)

**2025 SCHEDULE OF MEETINGS
MUSTANG CITY COUNCIL AND MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA
1ST TUESDAY OF EACH MONTH @ 7:00 PM***

DATE

Tuesday, 01/07/25

Tuesday, 02/04/25

Tuesday, 03/04/25

Tuesday, 04/01/25

Tuesday, 05/06/25

Tuesday, 06/03/25

Tuesday, 07/01/25

Tuesday, 08/05/25

Tuesday, 09/02/25

Tuesday, 10/07/25

Tuesday, 11/04/25

Tuesday, 12/02/25

****Per the City Code - Section 2-31 – Time and Place of Meetings – The Council of the City shall hold regular meetings at 7:00 p.m. on the first Tuesday of every month; provided that, if such a Tuesday falls on a Holiday, the regular meeting shall be held at that time on the next day which is not a holiday.***

***Approved by City Council and Filed in the Office of the
City Clerk on Tuesday, November 5, 2024***

Tammi Noblitt, City Clerk

MUSTANG PLANNING COMMISSION 2025 MEETING SCHEDULE

(SECOND TUESDAY EVERY MONTH 7:00 P.M.)

TUESDAY	JANUARY 14
TUESDAY	FEBRUARY 11
TUESDAY	MARCH 11
TUESDAY	APRIL 8
TUESDAY	MAY 13
TUESDAY	JUNE 10
TUESDAY	JULY 8
TUESDAY	AUGUST 12
TUESDAY	SEPTEMBER 9
TUESDAY	OCTOBER 14
TUESDAY	NOVEMBER 11
TUESDAY	DECEMBER 9

MUSTANG BOARD OF ADJUSTMENT 2025 MEETING SCHEDULE

SECOND AND FOURTH TUESDAY EVERY MONTH 6:00 P.M. (AS NEEDED)

TUESDAY	JANUARY 14	JANUARY 28
TUESDAY	FEBRUARY 11	FEBRUARY 25
TUESDAY	MARCH 11	MARCH 25
TUESDAY	APRIL 8	APRIL 22
TUESDAY	MAY 13	MAY 27
TUESDAY	JUNE 10	JUNE 24
TUESDAY	JULY 8	JULY 22
TUESDAY	AUGUST 12	AUGUST 26
TUESDAY	SEPTEMBER 9	SEPTEMBER 23
TUESDAY	OCTOBER 14	OCTOBER 28
TUESDAY	NOVEMBER 11	NOVEMBER 25
TUESDAY	DECEMBER 9	DECEMBER 23

MUSTANG TRAFFIC COMMISSION 2025 MEETING SCHEDULE

(FIRST WEDNESDAY EVERY MONTH 11:00 A.M.)

WEDNESDAY	JANUARY 8
WEDNESDAY	FEBRUARY 5
WEDNESDAY	MARCH 5
WEDNESDAY	APRIL 2
WEDNESDAY	MAY 7
WEDNESDAY	JUNE 4
WEDNESDAY	JULY 2
WEDNESDAY	AUGUST 6
WEDNESDAY	SEPTEMBER 3
WEDNESDAY	OCTOBER 1
WEDNESDAY	NOVEMBER 5
WEDNESDAY	DECEMBER 3

CITY OF MUSTANG
PERSONNEL BOARD
MEETING SCHEDULE FOR 2025

<u>Day</u>	<u>Date</u>	<u>Time</u>
Monday	March 3 rd	7:00pm
Monday	June 2 nd	7:00pm
Monday	August 4 th	7:00pm
Monday	December 1 st	7:00pm

Mustang Library Board of Trustees

2025 Meeting Dates

The Mustang Public Library Board meets monthly on the 4th Thursday at 5:15p.m. except where indicated by *

January 23, 2025

February 27, 2025

March 27, 2025

April 24, 2025

*May 15, 2025

*June 19, 2025

July 24, 2025

August 28, 2025

September 25, 2025

October 23, 2025

*November 20, 2025

*December 25, 2025 (Holiday – no meeting)

CITY OF MUSTANG

2025 HOLIDAY SCHEDULE

For Non-uniformed, Uniformed Staff and First Responders

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
WEDNESDAY	January 1 st	NEW YEAR'S DAY
MONDAY	January 20 th	MARTIN LUTHER KING JR DAY
MONDAY	February 17 th	PRESIDENT'S DAY
MONDAY	May 26 th	MEMORIAL DAY
THURSDAY	June 19 th	JUNETEENTH DAY
FRIDAY	July 4 th	INDEPENDENCE DAY
MONDAY	September 1 st	LABOR DAY
TUESDAY	November 11 th	VETERANS DAY
THURSDAY	November 27 th	THANKSGIVING
FRIDAY	November 28 th	DAY AFTER THANKSGIVING
WEDNESDAY	December 24 th	CHRISTMAS EVE
THURSDAY	December 25 th	CHRISTMAS DAY

City Hall will be closed in observance of the above holidays.



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

*Consideration of Resolution No. 25-013, a Resolution of the City Council of the City of Mustang, Oklahoma, Approving a Maintenance Agreement with the Oklahoma Department of Transportation for the Installation and Operation of a Traffic Signal at SW 89th and SH-4.

Recommendation:

Recommend approval

Initiator:

David Russell

Background:

The City of Mustang intends to own and operate a traffic signal located at SW 89th & SH-4 and placed within the ODOT right-of-way of SH-4. Due to the placement within ODOT right-of-way an agreement for maintenance and operation was requested by ODOT. A copy of the maintenance agreement is included.

Financial Impact:

Staff Comments:

Staff recommends approval

Attachments:

[Canadian Co, Mustang, SH-4 & 89th St Signal, No JP MA COMBINED.pdf](#)

[TrafficSignalMaintAgreement_Resolution 25-013 \(rev. 101524\).pdf](#)

October 9, 2024

Timothy Rooney
City of Mustang
1501 N Mustang Rd
Mustang, Oklahoma 73065

RE: Installation of Traffic Signals at SH-4 & SW 89th St in the City of Mustang, Canadian County.

Mr. Rooney:

Enclosed is the maintenance agreement for the above referenced project. At this time, we ask that you have the agreement executed by the appropriate City officials and **return the signed copy to this office.** Upon receipt, we will forward it the appropriate ODOT officials for signature. We will then return one fully executed copy for your file.

If an outside organization will be performing the maintenance on the City's behalf, we would recommend setting up any necessary contracts/agreements at this time with that organization.

Your cooperation in the development and implementation of this project is greatly appreciated.

Sincerely,



Lauren January, P.E.
State Traffic Engineer

Enclosures:
Traffic Signal Maintenance Agreement

PROJECT

MAINTENANCE AGREEMENT

FOR THE

INSTALLATION OF TRAFFIC SIGNALS AT SH-4 AND SW 89TH ST

IN THE CITY OF MUSTANG

CANADIAN COUNTY

BY AND BETWEEN

THE CITY OF MUSTANG

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the CITY of MUSTANG, herein after referred to as the CITY, and the Department of Transportation of the State of Oklahoma, herein after referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the CITY/DEVELOPER proposes to make certain traffic improvements in the CITY of MUSTANG consisting of the actual traffic improvements as follows:

1. INSTALLATION OF TRAFFIC SIGNALS AT SH-4 AND SW 89TH ST
2. FLASHING SIGNAL AHEAD LED WARNING SIGNS

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2019 and current updates.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The CITY shall, by resolution or letter of concurrence, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution or letter of concurrence to this AGREEMENT.
3. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
4. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the

maintenance and cost of operation of all traffic signal equipment erected and installed pursuant to this agreement and all the devices, as per Oklahoma Admin Code §730:35-1-11b1C.

5. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to ensure the safety and efficiency of the traveling public and should the DEPARTMENT determine that further modifications or improvement are required to achieve said goals as traffic patterns and volumes change over time, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
6. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
7. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, the DEPARTMENT will evaluate the improvements on a case-by-case basis and take appropriate steps, which may result in complete removal of the system.
8. The DEPARTMENT'S TRAFFIC DIVISION shall be notified of any major modifications to the operational parameters of the signal implemented by the CITY/CONTRACTED PERSON

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in her by the Transportation Commission, has hereunto subscribed her name as Deputy Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

SIGNED by the CITY on _____ / _____ / 20____

and the STATE on _____.

THE CITY OF MUSTANG

BY: _____
Mayor or CITY Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

BY: _____
CITY Attorney

Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: _____
Division Engineer

BY: _____
State Traffic Engineer

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

CITY OF MUSTANG

RESOLUTION NO. 25-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, APPROVING A MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND OPERATION OF A TRAFFIC SIGNAL AT SW 89TH AND SH-4.

WHEREAS, City of Mustang has installed a Traffic Signal at the intersection of SW 89th & State Highway 4; and

WHEREAS, because the Traffic Signal is located on an Oklahoma state highway, the City of Mustang is required to operate and maintain the traffic signal in accordance with requirements of the Oklahoma Department of Transportation and applicable Oklahoma regulations, including but not limited to Oklahoma Administrative Code 730:35-1-11; and

WHEREAS, the Oklahoma Department of Transportation has permitted the placement of the city-owned Traffic Signal and related infrastructure within the state highway right-of-way; and

WHEREAS, the Oklahoma Department of Transportation requires the City of Mustang to enter into an Agreement relating to the placement and future use and maintenance of the City owned Traffic Signal and related infrastructure on state highways.

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

1. The City Council hereby approves the Agreement between the City of Mustang and the Oklahoma Department of Transportation for the Installation of Traffic Signals at SH-4 and SW 89th St. in the City of Mustang, Canadian County; and
2. The Mayor of the City of Mustang is hereby authorized and directed to execute the Agreement on behalf of the City.

[Remainder of page intentionally left blank.]

ADOPTED AND APPROVED by the City Council of the City of Mustang, Oklahoma, on
this 5th Day of November 2024

Brian Grider
Mayor, City of Mustang

ATTEST:

Tammy Noblitt
City Clerk
[SEAL]

Approved as to form:

Jonathan E. Miller
City Attorney



Mustang City Council Agenda Item Report

Meeting Date: November 5, 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 East Charlotte Terrace Drainage Project.

Recommendation:

Approval

Initiator:

David Russell

Background:

The City received bids for the construction of a drainage project on East. Charlotte Terrace Drainage Project. At last months City Council Meeting on October 1, 2024, the bid was accepted and the project was awarded to D. Owen Construction LLC. D. Owen Construction has submitted the attached contract and bonds for approval.

Financial Impact:

\$115,080.00

Staff Comments:

Staff Recommends Approval

Attachments:

[CharlotteTerrContract_D.OwenConst.pdf](#)

CONTRACT AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this 15th day of October, 2024
by and between the City of Mustang, Mustang, Oklahoma, party of the first part, hereinafter termed
"Owner", and D. Owen Construction, LLC 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 plan to perform all necessary labor for the construction of East Charlotte Terrace Drainage.

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 HUNDRED FIFTEEN THOUSAND EIGHTY DOLLARS AND ZERO CENTS (\$115,080.00)

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

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials, and labor, and to build and complete the above described project in accordance with the specifications therefore on file in the office of the City Clerk of Mustang, Oklahoma.
- (2) That the Owner shall pay the Contractor for the work performed, as follows:
 - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
 - c. At the end of each month the Engineer will make written estimates of the materials in place and accepted, and the amount of work performed in accordance with the contract during the current period of time between estimates and the value thereof computed at the contract unit prices. Payment to the Contractor shall be in the amount of the estimate minus the retainage as permitted by law.

- d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
 - e. And that the Contractor's bid is hereby made a part of this Agreement.
- (3) That the City of Mustang reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.
 - (4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written work directive change; and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
 - (5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the unit price bid and as agreed to by both parties in the execution of the Change Order.
 - (6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefore by the Owner.
 - (7) The Contractor shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed **90 calendar days** following the issuance by the City Engineer of a Work Order authorizing the Contractor to commence work on the project.
 - (8) The Contractor shall furnish bonds and certificate of insurance as specified in the "Instructions to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project.
 - (9) On completion of the work, but prior to the acceptance thereof by the City of Mustang, it shall be the duty of the City Engineer or other appropriate person to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Mustang.
 - (10) Liquidated damages shall be paid by the Contractor at the rate of **\$500** per each and every **calendar** day required by him to complete the contract in excess of the contract time.
 - (11) **APPROXIMATE QUANTITIES** on all items which bids are to be received on a unit price basis; the quantities stated in the bid will not be used in establishing final payment due the contractor. The quantities stated, on which unit prices are invited, are approximate only and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the contract or unit price items will be based on the actual number of units installed in the completed work. No increases or decreases in the approximate quantities shall exceed twenty (20%) percent without approval of the City Engineer.

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

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

[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) _____

doing business as: D. Owen Construction, LLC

If a Partnership: (signature) _____

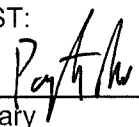
By (Printed Name and Title): _____

Names of other partners: _____

If a Corporation/LLC: (signature) _____

By (Printed Name and Title): Derry Owen Managing Member

ATTEST:


Secretary

(CORPORATE SEAL)

Business Address of Contractor

4000 S Harvey
Norman, OK 73072

PERFORMANCE BOND

Bond No. GM242423

KNOW ALL MEN BY THESE PRESENTS:

That D. Owen Construction, LLC as Principal, and Great Midwest Insurance Company,
a Corporation organized under the laws of the State of Texas,
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound
unto the City of Mustang in the penal sum of ONE HUNDRED FIFTEEN THOUSAND EIGHTY
DOLLARS AND ZERO CENTS (\$115,080.00) in lawful money of the United States of America, such sum
being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves
and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and
severally, firmly by these presents.

DATED this 15th day of October, 2024.

The condition of this obligation is such that:

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

EAST CHARLOTTE TERRACE DRAINAGE

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:

Payton Shaw

PRINCIPAL:

D. Owen Construction, LLC

BY: [Signature]

Its: Derry Owen

Surety:

Address of Surety or Agent:

800 Gessner Rd, Ste. 600,

Houston, TX 77024

Great Midwest Insurance Company

By: S-McC-Jr.
Attorney-in-Fact, Sean McCauley, Jr.

Telephone No. (713) 935-0226

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. GM242423

KNOW ALL MEN BY THESE PRESENTS:

That we, D. Owen Construction, LLC as Principal, and Great Midwest Insurance Company, as Surety, authorized and, where required, licensed to transaction business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, in the sum of ONE HUNDRED FIFTEEN THOUSAND EIGHTY DOLLARS AND ZERO CENTS (\$115,080.00), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated October 15, 2024, for East Charlotte Terrace Drainage (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 15th day of October, 2024.

ATTEST:

Secretary

[Signature]

PRINCIPAL D. Owen Construction, LLC

By:

Its:

[Signature]

Derry Owen

SURETY

ATTEST:

Witness, Cade Allie

[Signature]

Great Midwest Insurance Company

By:

Its Attorney-in-fact, Searn McCauley, Jr.

[Signature]

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. GM242423

KNOW ALL MEN BY THESE PRESENTS:

That we, D. Owen Construction, LLC, as Principal, and Great Midwest Insurance Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS, (\$126,588.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 2024. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: East Charlotte Terrace Drainage 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:

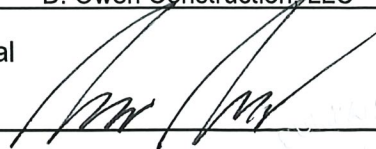


Witness:

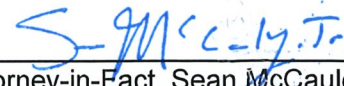


Witness, Cade Allie

D. Owen Construction, LLC
Principal

By: 

Great Midwest Insurance Company
Surety

By: 
Attorney-in-Fact, Sean McCauley, Jr.

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Sean McCauley, Jr., Sam Duckett, Jeff Scott, Bridget Truxillo, Sarah Timmons, Ashlyn Simchik, Jarrod Yost, Liam Hackett, Sterling Ward

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

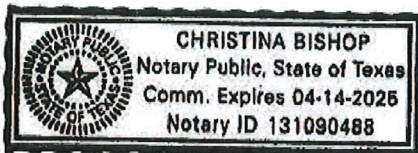
BY

A handwritten signature in blue ink, appearing to read "Mark W. Haushill".

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

A handwritten signature in blue ink, appearing to read "Christina Bishop".

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of October, 2024.



BY

A handwritten signature in blue ink, appearing to read "Leslie K. Shaunty".

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Oklahoma License #: 858081
NAIC #: 18694

State of Oklahoma



Oklahoma Insurance Department
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112

Whereas, the **GREAT MIDWEST INSURANCE COMPANY**, a company organized under the laws of **Texas**, and located at 9821 KATY FREEWAY STE 850, HOUSTON, TX, 77024-1206, having complied with the applicable laws of Oklahoma, is hereby licensed and authorized to transact the business of:

Accident & Health

Casualty (including vehicle)

Casualty (vehicle only)

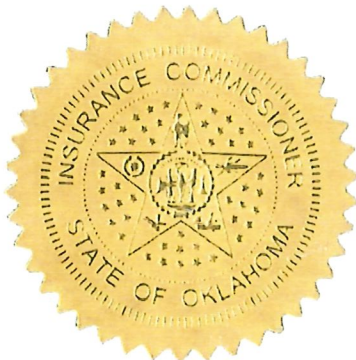
Marine

Property

Surety (excluding bail)

Workers Compensation

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the company fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.



IN TESTIMONY WHEREOF, I have hereunto set my Hand and affixed the Official Seal of the Insurance Commissioner at the City of Oklahoma City, State of Oklahoma, this 26th day of May, 2015.

A handwritten signature in black ink that reads "John D. Doak".

John D. Doak
Insurance Commissioner



Mustang City Council Agenda Item Report

Meeting Date: November 5, 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. 1309, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from R-1, Single Family District to an R-2, Two-Family District Planned Unit Development, Declaring Repealer, and Providing for Severability.

Recommendation:

Approve or Deny Ordinance

Initiator:

Ryan Conner, City Planner

Background:

Planning Commission voted 4-1 with two stipulations to recommend approval of this request to rezone the property from R-1 Single Family to an R-2, Two-Family District Planned Unit Development (PUD) at the regular October 8th Planning Commission meeting. The two required stipulations were adding a minimum square footage of 1,300 SqFt to each unit and a 6 ft stockade fence along the West and South property lines.

Location: 300-400 Blocks of E SW 89th St

Project Description:

The applicants, Crafton Tull and Associates and Mustang 42 LLC, have submitted an application to rezone property located in the 300-400 Block of E SW 89th Street between Mustang Road and Sara Road. The current zoning of the 42.88 acres is R-1, Single Family Residential.

This development would feature 61 lots with a total of 122 Dwelling Units. The proposal includes ½-acre minimum lot sizes and a duplex on each lot. Each lot will be owned by one owner, and will access

city water, and private septic systems. The Department of Environmental Quality allows a septic system to be used for a ½ acre lot with a duplex owned by one owner. The lots cannot be split according to the PUD and DEQ requirements.

The development will have an underlying zoning district of R-2, Two-Family Residential, but lot sizes will exceed code requirements due to the need for private septic systems. Our City Engineer has confirmed that the lots in this development are not in the same drainage basin as existing public sanitary sewer infrastructure. This area will be platted.

Variances requested for this PUD are as follows:

1. 25-foot setback on eyebrow curves (code requires 30);
2. Corner side yard setbacks 15 feet in all cases (code requires 25 if not back-to-back with another corner lot).

Amenities offered to offset variances:

1. Façade regulations will require a minimum of 60% brick, masonry, dryvit, rock, stone, stucco, concrete board or wood veneer;
2. Enhanced landscaping will be provided (please see PUD Master Design Statement);
3. Amenity area to include half-court basketball, playground equipment, benches, picnic table and enhanced landscaping.

Staff recognizes that this property has limited options because there are no public sanitary sewer lines available to serve this development.

The Planning Commission voted 4-1 with a recommendation of approval but did add two stipulations to that approval:

1. Adding a minimum square footage of 1,300 SqFt to each unit
2. Adding a 6 ft stockade fence along the West and South property lines

There were citizens who attended the Planning Commission meeting who voiced opposition to the development. Their concerns were for the added density, change in character of the property (all preferred single-family ownership), increased traffic, increased number of children in Mustang Public Schools, the detriment of existing wildlife, and more.

Character of Neighborhood: This is an area with rural residential uses nearby. The subdivision to the north, Meadowbrook Acres, is separated by a dense tree line and the railroad tracks.

Zoning and Uses of Property Nearby: The properties to the North are zoned R-1, Single Family Residential and the properties to the West, South, and East are zoned A-1, Agricultural, Oil and Gas District.

Conformance with Long-Range Plan: The long-range plan calls for this area to be Residential Small which has a guideline of 1 to 3 homes per acre. The current zoning allows more density than that which is proposed in this PUD.

Utilities and Services: Public water and private sanitary sewer systems will be utilized within the project area.

When understanding the uses of a PUD Section 122-792 (b) in our Zoning Code states:

b) The purpose of the planned unit development provisions is to:

- (1) Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, ensuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan;
- (2) Permit flexibility within the development to maximize the unique physical features of the particular site;
- (3) Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses;
- (4) Achieve a continuity of function and design within the development;
- (5) Encourage innovative development of smaller parcels of land that have been passed over; and
- (6) Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

Financial Impact:

0

Staff Comments:

In review of the PUD submitted, staff realizes that this is a unique and different type of development than the city has seen in the past. It is a model that is becoming popular for land that does not have access to public sanitary sewer service. As DEQ does allow a septic system to serve a duplex on $\frac{1}{2}$ acre, this offers a solution for residential development. The stipulations added by the Planning Commission in their recommendation for approval have been incorporated into the attached submission.

Attachments:

- (1) [Riverwood PUD Design Statement & Exhibits - 10-24-2024_v2.pdf](#)
- (2) [PC Minutes 10-8-24.pdf](#)
- (3) [Ord - Riverwood PUD Rezoning.pdf](#)

THE CITY OF MUSTANG
PLANNED UNIT DEVELOPMENT DISTRICT
PUD –
MASTER DESIGN STATEMENT
FOR
RIVERWOOD

09/24/2024
Revised: 10/25/2024

PREPARED FOR:

Mustang 42 LLC.
P.O. Box 30057
Edmond, OK 73034
P 405.509.6795
E buck.scifres@blockonecommunities.com

PREPARED BY:

Crafton Tull and Associates
300 Pointe Parkway Boulevard
Yukon, OK 73099
(405) 787-6270
Kendall.dillon@craftontull.com

Residential

TABLE OF CONTENTS

INTRODUCTION	1.0
LEGAL DESCRIPTION	2.0
OWNER/DEVELOPER	3.0
SITE AND SURROUNDING AREA	4.0
PHYSICAL CHARACTERISTICS	5.0
CONCEPT	6.0
SERVICE AVAILABILITY	7.0
SPECIAL DEVELOPMENT REGULATIONS	8.0
USE AND DEVELOPMENT REGULATIONS	8.1
SPECIAL CONDITIONS	9.0
FAÇADE REGULATIONS	9.1
LANDSCAPING REGULATIONS	9.2
LIGHTING REGULATIONS	9.3
SCREENING REGULATIONS	9.4
PLATTING REGULATIONS	9.5
DRAINAGE REGULATIONS	9.6
ACCESS REGULATIONS	9.7
PARKING REGULATIONS	9.8
SIGNAGE REGULATIONS	9.9
SIDEWALK REGULATIONS	9.10
HEIGHT REGULATIONS	9.11
SETBACK, LOT SIZE AND LOT COVERAGE REGULATIONS	9.12
PUBLIC IMPROVEMENTS	9.13

COMMON AREAS	9.14
LOT OWNERSHIP	9.15
DEVELOPMENT SEQUENCE	10.0
EXHIBITS	11.0

SECTION 1.0 INTRODUCTION

The Planned Unit Development (PUD) of Riverwood, consisting of 42.88 acres is located within the SW/4 of Section 34, Township 11 N, Range 5 W, of the Indian Meridian, Canadian County, Oklahoma. The subject property is generally located on the north side of S.W. 89th Street between Mustang Road and Sara Road (S.H. 4).

SECTION 2.0 LEGAL DESCRIPTION

The legal description of the property comprising this PUD is described in Exhibit A, attached, and is made a part of this Master Design Statement.

SECTION 3.0 OWNER/DEVELOPER

The owner / developer of this property is Mustang 42 LLC., P.O. Box 30057, Edmond OK, 73034.

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is presently zoned R-1 Single-Family District and is currently vacant. Surrounding properties are zoned and used for:

North: Stillwater Central Railroad (Railroad); R-1 Single-Family District (Meadowbrook Acres Subdivision)
East: A-1 General Agricultural and Oil and Gas District, vacant.
South: City of Oklahoma City, zoned as AA Agricultural District
West: A-1 General Agricultural and Oil and Gas District, vacant.

SECTION 5.0 PHYSICAL CHARACTERISTICS

The site has a ridgeline that generally runs north-south near the western boundary and east-west through the middle of the site. This ridgeline is located in such a manner that it divides the site into three drainage basins. Portions of the site drain to the north, south and west. The highest elevation on the site is approximately 1370ft near the southwest corner and the lowest elevation of the site is approximately 1352ft. located at the north property line. The subject property has a moderate number of trees with most of the tree canopy being Eastern Red Cedar. No portions of this PUD is located within a FEMA 50 or 100 year flood plain.

SECTION 6.0 CONCEPT

The concept for this PUD is to allow for the development of a quality Two-Family Residential neighborhood with amenities in order to provide needed housing for the City of Mustang.

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The PUD shall take access from S.W. 89 Street, which is currently a two-lane street paved to rural standards. S.W. 89th Street is planned to be improved to a 4-lane widened urban arterial standard street. The nearest street to the east is State Highway 4, a 4-lane divided highway. The nearest street to the west is Mustang Road, a 2-lane street paved to a rural standard.

Proposed streets in this Planned Unit Development shall be public and shall have minimum right-of-way widths of 50 feet and shall be paved to the urban local street standards. Two access points from S.W. 89th Street shall be required. Both access points shall be boulevard type streets with center medians and minimum of 20 feet driving lane widths on each side of the median.

All driveways shall be constructed with proper expansion materials to prevent street creep.

7.2 SANITARY SEWER

Public sanitary sewer facilities for this site are not available. Individual private sanitary sewer systems shall be utilized.

7.3 WATER

Water facilities for this property are available. Water services will be provided from a 12-inch water main located at the intersection of S.W. 89th Street and Mustang Road.

7.4 FIRE PROTECTION

The nearest fire station to this property is the station located at 465 W. State Hwy 152, Mustang, OK 73064. The station is approximately 2 miles from this PUD development.

7.5 GAS, ELECTRICAL, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development.

7.6 PUBLIC TRANSPORTATION

There is no public transportation available to this Planned Unit Development.

7.7 DRAINAGE

The site is generally divided into three drainage basins that drain to the north, south and west. Detention facilities will be constructed, and all drainage will comply with the City of Mustang Drainage Ordinance. No portions of this PUD are within a FEMA 100-year flood.

SECTION 8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those which are in effect at the time of approval of this PUD, or as modified prior to the time of development. Development is when a permit is issued for any construction or addition to any structure on a development tract. The R-2 Two-Family Residential District shall be the underlying regulations applicable to this PUD as contained in the City of Mustang's Planning and Zoning Code as such exists at the time of approval of this PUD, or as modified prior to development. In the event of conflict between provisions of this PUD and any of the provisions of the City of Mustang's Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code, such Special Use and Development Regulations of this PUD shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the R-2 Two-Family Residential District shall govern this PUD, except as herein modified, including conditional, special permit, special exception, and/or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

9.0 SPECIAL CONDITIONS

The following special conditions shall be made a part of this PUD:

9.1 FAÇADE REGULATIONS

Exterior building wall finish on all structures shall consist of a minimum 60% brick veneer, masonry, dryvit, rock, stone, stucco, concrete board, or wood, or other similar type finish approved by the City of Mustang. Buildings finished with EIFS (Exterior Insulation Finish System) material shall be permitted. Vinyl siding, exposed metal or exposed concrete block buildings shall not be permitted. Each unit in this PUD shall be a minimum of 1,300 square feet.

9.2 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of the City of Mustang's Landscaping Ordinance, including Article IX, Division 2 in place at the time of development in line with the Code requirements for R-2 Two-Family Residential District use.

As an Additional Amenity, this PUD shall provide Enhanced Landscaping:

Provide one (1) additional tree in the rear yard of each lot backing up to SW 89th Street and one (1) additional tree for each of the two lots with side yards facing SW 89th Street.

Provide one (1) additional tree per 40 linear feet of outside perimeter of each detention pond.

Provide Amenity Area trees as shown on Exhibit E – Amenity Area. The amenity area drawing indicates a minimum of four (4) evergreen, eight (8) shade and eight (8) ornamental trees.

All additional trees shall be a minimum of 2” caliper at time of planting.

9.3 LIGHTING REGULATIONS

The design site lighting in this PUD shall be in accordance with Chapter 122, Article V, Fencing and lighting of the City of Mustang, OK Municipal Code, 2021, in line with the Code requirements for R-2 Two-Family Residential District use.

9.4 SCREENING REGULATIONS

Screening within this PUD is not required. A six foot stockade fence shall be required along the West and South sides of this PUD, excluding entry roads from S.W. 89th Street.

9.5 PLATTING REGULATIONS

All land within this PUD shall be contained within a final plat and any plat dedications shall be approved by the City Council prior to any occupancy permits being issued in the PUD.

Once platted, lots within this PUD shall not be permitted to be subdivided or split.

9.6 DRAINAGE REGULATIONS

Drainage improvements, if required, will be in accordance to Chapter 50 of the City of Mustang’s Code of Ordinances. Such drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. Any private drainageways or private drainage facilities will be the responsibility of the Property Owners Association.

9.7 ACCESS REGULATIONS

Access to this PUD/Tract shall be made from two entryways from S.W. 89th Street via a divided street with central landscaped medians. A minimum 20-foot pavement lane shall be required on either side of said median.

9.8 PARKING REGULATIONS

The design and number of all parking facilities in this PUD shall be in accordance with Chapter 122, Article X – Off Street Parking and Loading, Division 1-3, of the City of Mustang, OK Municipal Code, 2021.

9.9 SIGNAGE REGULATIONS

Residential subdivision sign requirements shall be in accordance with the Sign Regulations of Chapter 94, Signs, Article IV, Signs, of the City of Mustang, OK Municipal Code, 2021, in line with the Code requirements for R-1 Single-Family Residential District use.

9.10 SIDEWALK REGULATIONS

Sidewalk requirements shall be in accordance with Article VII Improvements, Division 1, Section 106-370 Sidewalks and Article IV, Sidewalks.

9.11 HEIGHT REGULATIONS

The maximum height of all structures in this PUD shall be 2 stories, 35 feet.

9.12 SETBACK, LOT SIZE AND LOT COVERAGE REGULATIONS

All lots in this PUD shall have the following conditions:

Minimum Lot Size: 21,780 square feet (1/2 Acre)

Minimum Lot Width: 100 feet at the front building line and must abut a street for not less than 50 feet.

Minimum Front Yard Setback: 30 feet; however, if 50 percent or more of the front lot is situated on a cul-de-sac or eyebrow curve, the minimum depth of the front yard shall be 25 feet.

Minimum Side Yard Setback:

Interior: 5 feet for one story and 8 feet for multi-story main buildings

Corner: 15 feet in all cases

Minimum Rear Yard Setback: 15 feet

Maximum Lot Coverage:

Main Buildings: 30 percent

Accessory Buildings: 20 percent of the rear yard.

Maximum Building Height: 2 story, 35 feet

9.13 PUBLIC IMPROVEMENTS

Public improvements shall be made by the Developer throughout the PUD as required by the City of Mustang Public Works Department or other City, County, or State Department or agency. All Local, State, and Federal ordinances as they shall apply to the site will be adhered to fully.

9.14 COMMON AREAS

The common areas, drainage ways and drainage facilities, including, but not limited to the detention areas encompassed within the Riverwood subdivision, as shown on the master development plan (herein, the "Common Areas"), shall be jointly owned and maintained by the owners of the lots within the Riverwood subdivision. The maintenance obligations may be organized through a Property Owners Association. The Property Owners Association shall, at a minimum, include as members the current owners of tracts within the platted area and shall exist in perpetuity. The obligation to maintain the Common Areas is intended to benefit and may be enforced by the City of Mustang. The joint ownership interest in the Common Areas attributable to each lot shall be an appurtenance to each lot within the Riverwood subdivision and shall not be separately conveyed from any lot. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall 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 and comply with Chapter 50 of the Mustang Code of Ordinances.

There are three distinct common areas totaling approximately 3.55 acres. A playground with a swing set and play structure, basketball court, two park benches and an accessible picnic table shall be provided within this PUD. Refer to Exhibit E for additional details. All improved areas of the playground shall be made ADA compliant and accessible. Trees shall be placed around the playground for added shade, screening, and aesthetics.

9.15 LOT OWNERSHIP

Both units within a two-family (duplex) structure shall be under single ownership.

10.0 DEVELOPMENT SEQUENCE

Developmental phasing shall be allowed as a part of the development of this PUD, subject to the approval of the community development director.

11.0 EXHIBITS

The following exhibits are hereby attached and incorporated into this PUD. These exhibits are:

- Exhibit A – Overall Legal Description
- Exhibit B – Master Development Plan
- Exhibit C - Topography Plan
- Exhibit D – Illustrative Master Plan
- Exhibit E – Amenity Area Conceptual Plan
- Exhibit F – Aerobic Exhibit
- Exhibit G – Building Facades

EXHIBIT A

LEGAL DESCRIPTION RIVERWOOD

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

BEGINNING at the Southeast corner of said SW/4; thence

S89°54'59"W with the South line of said SW/4 a distance of 1659.33 feet; thence
N00°05'16"W a distance of 1146.76 feet; thence
S88°45'15"E a distance of 1654.44 feet to the East line of said SW/4; thence
S00°21'50"E with said East line a distance of 1108.38 feet to the POINT OF BEGINNING.

Said tract contains 1,867,938 Sq Ft or 42.88 Acres, more or less.

Common Area A

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southeast corner of said SW/4; thence
S89°54'59"W with the South line of said SW/4 a distance of 1488.19 feet; thence
N00°05'01"W a distance of 893.46 feet to the POINT OF BEGINNING; thence

S89°54'59"W a distance of 171.20 feet; thence
N00°05'16"W a distance of 253.30 feet; thence
S88°45'15"E a distance of 237.96 feet; thence
S00°05'01"E a distance of 175.59 feet to a point on a non-tangent curve to the left; thence
128.68 feet along the arc of said curve having a radius of 52.00 feet, subtended by a chord of 98.27 feet
which bears S42°38'50"W to the POINT OF BEGINNING.

Said tract contains 54,684 Sq Ft or 1.26 Acres, more or less.

Common Area B

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southeast corner of said SW/4; thence
S89°54'59"W with the South line of said SW/4 a distance of 690.51 feet; thence
N00°05'01"W a distance of 953.00 feet to the POINT OF BEGINNING; thence

S89°54'59"W a distance of 250.00 feet; thence

N00°05'01"W a distance of 177.07 feet; thence
S88°45'15"E a distance of 250.07 feet; thence
S00°05'01"E a distance of 171.27 feet to the POINT OF BEGINNING.

Said tract contains 43,543 Sq Ft or 1.00 Acres, more or less.

Common Area C

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

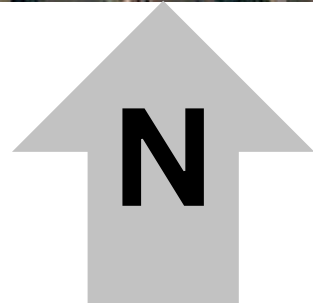
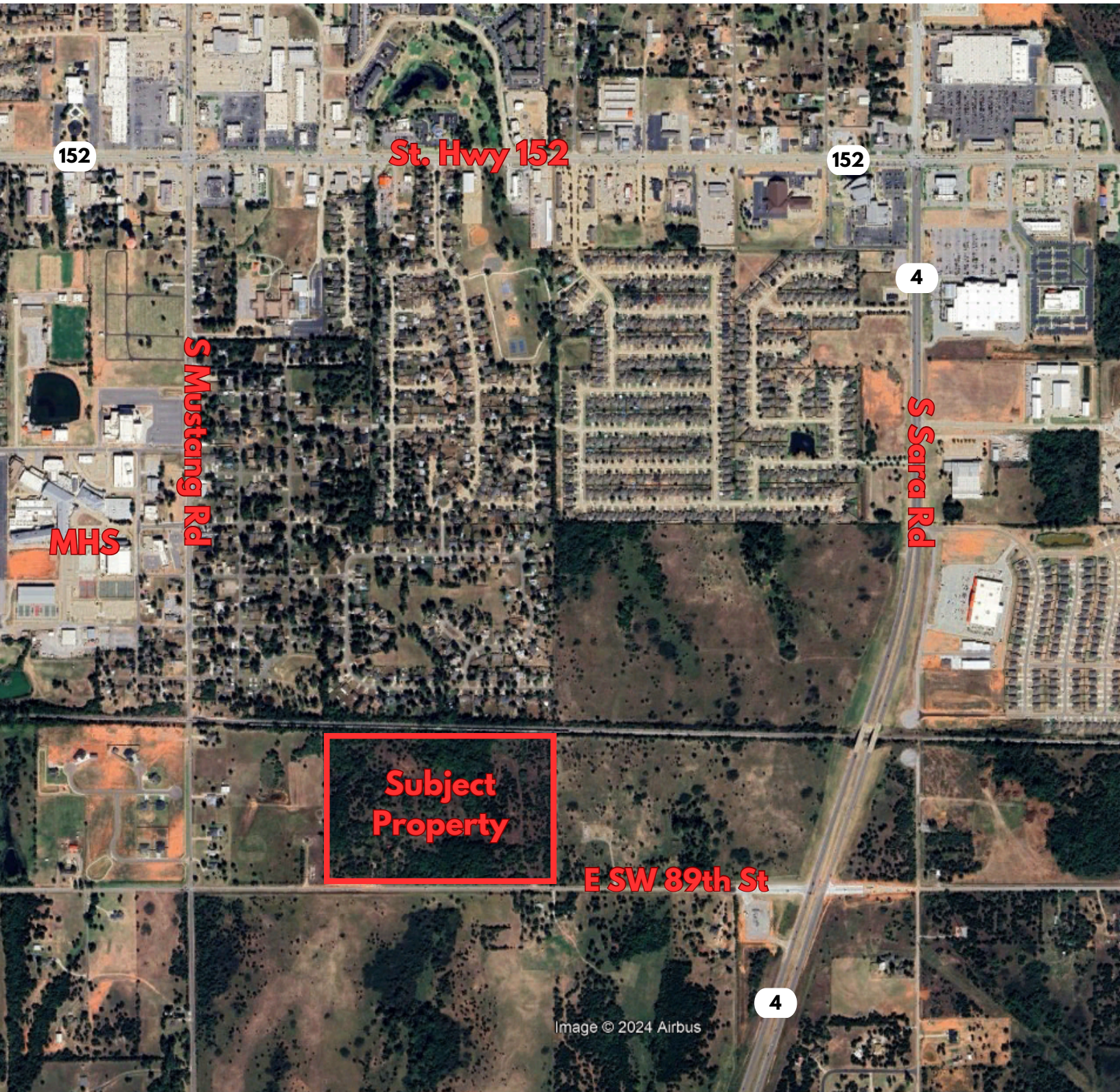
COMMENCING at the Southeast corner of said SW/4; thence
S89°54'59"W with the South line of said SW/4 a distance of 580.35 feet; thence
N00°05'01"W a distance of 50.00 feet to the POINT OF BEGINNING; thence

S89°54'59"W a distance of 282.00 feet; thence
N00°05'01"W a distance of 200.00 feet; thence
N89°54'59"E a distance of 282.00 feet; thence
S00°05'01"E a distance of 200.00 feet to the POINT OF BEGINNING.

Said tract contains 56,400 Sq Ft or 1.29 Acres, more or less.

Riverwood PUD

Request: Rezoning from R-1 to R-2 PUD



Disclaimer: This product is for informational purposes only and it is NOT suitable for legal, engineering, or surveying purposes. The City of Mustang does not assume any responsibility for any errors, deficiencies, defects, omissions, or inaccuracies in the data.

STILLWATER CENTRAL RAILROAD INC.

S88°45'15"E 1654.41'

PROPOSED
DETENTION

PROPOSED
DETENTION

MANSELL FAMILY REVOCABLE TRUST

N00°05'16"W 1146.76'

LANDGRAF FAMILY REVOCABLE TRUST

S00°21'50"E 1108.38'

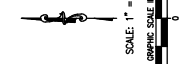
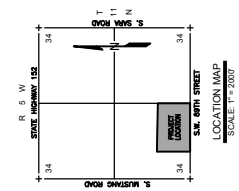
EAST LINE SW/4

S.W. 89TH STREET
SOUTH LINE SW/4

S80°54'59"W 1659.13'

POINT OF BEGINNING
SE CORNER OF THE SW/4
SECTION 34, T11N, R5W, I.M., MUSTANG
CANADIAN COUNTY, OKLAHOMA

MASTER DEVELOPMENT PLAN
OF
RIVERWOOD
A PART OF THE SW/4 OF
SECTION 34, T11N, R5W, I.M., MUSTANG
CANADIAN COUNTY, OKLAHOMA



LEGAL DESCRIPTION
A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section 34, T11N, R5W, I.M., Mustang Canadian County, Oklahoma, and being more particularly described as follows:
BEGINNING at the Southeast corner of said SW/4, thence
S89°54'59"W with the South line of said SW/4 a distance of 1659.13 feet thence
N00°05'16"W a distance of 1146.76 feet thence
S00°21'50"E with the East line of said SW/4 a distance of 1108.38 feet to the POINT OF BEGINNING.
Said tract contains 1,807,238 sq. ft. or 41.68 Acres, more or less.

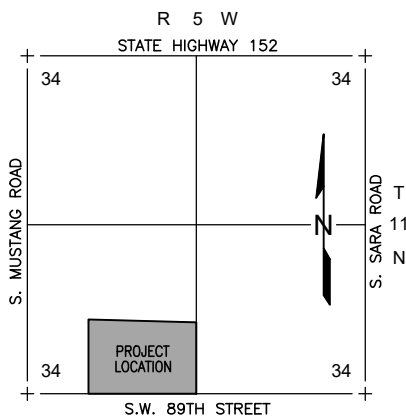
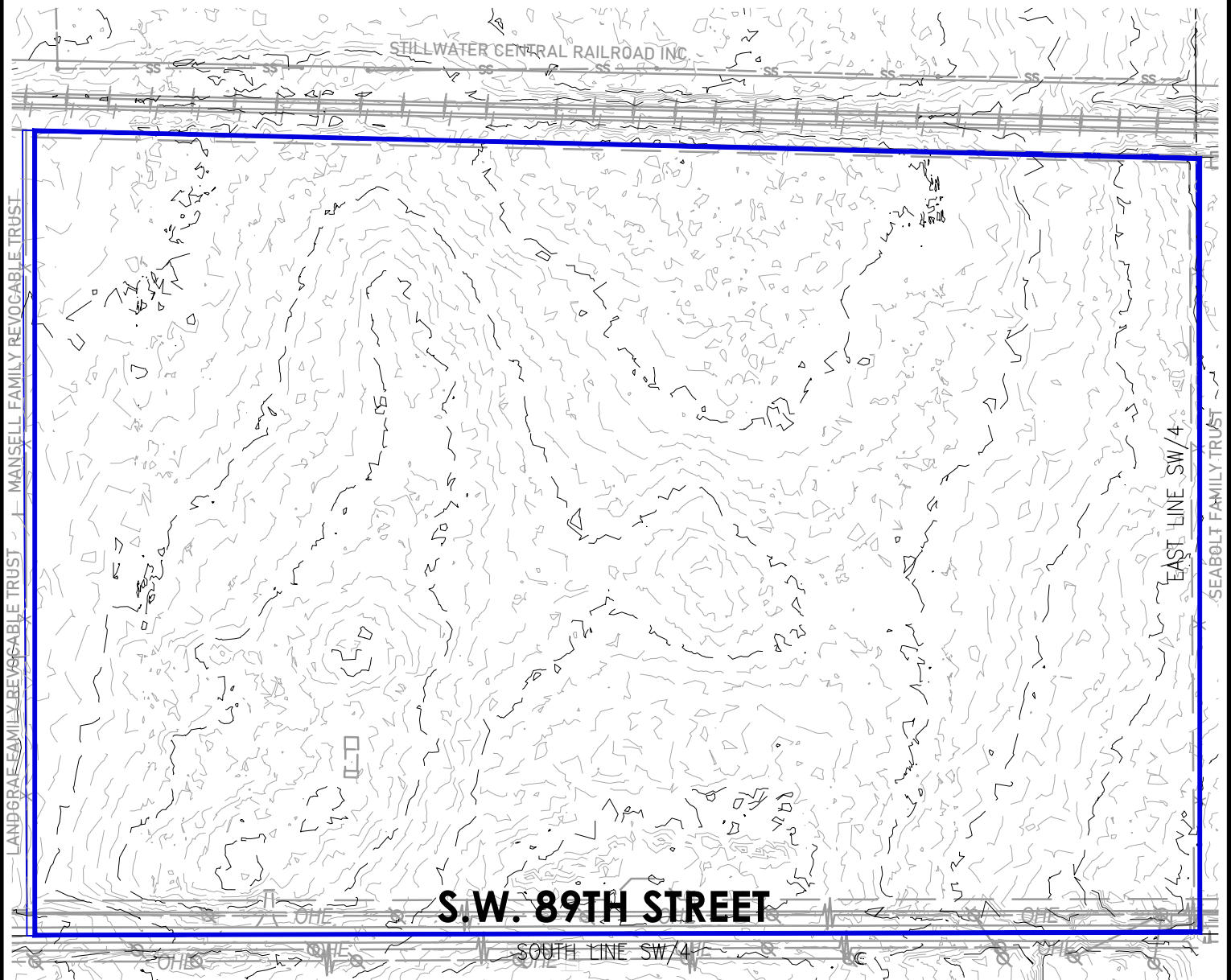
04/08/19

MASTER DEVELOPMENT PLAN
RIVERWOOD

3837 Highway 10, Norman, OK 73069
Tel: 405.392.4200
www.craftontuli.com



SHEET NO.: 2 OF 3
DATE: 08/06/24
PROJECT NO.: 24604800



LOCATION MAP
SCALE: 1" = 3000'

NOT TO SCALE

EXHIBIT C

TOPOGRAPHIC MAP - RIVERWOOD



Crafton Tull
architecture | engineering | surveying

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099
405.787.6270 | 405.787.6276 |
www.craftontull.com

SHEET NO.: 1 of 1
DATE: 08/06/24
PROJECT NO.: 24604800

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SUMMARY

SITE AREA: ~42.88 ACRES

LOTS: 61

TYPICAL LOTS SIZE: 1/2 ACRE
~110' X 200', ~121.5' X 182'

RIVERWOOD

Exhibit D

ILLUSTRATIVE
MASTER PLAN

SW 89TH STREET

MUSTANG, OK

SEPTEMBER, 2024



GRAPHIC SCALE IN FEET



Crafton Tull
architecture | engineering | surveying



6' Bench with Back - Surface Mount
8' Accessible Picnic Table - Portable



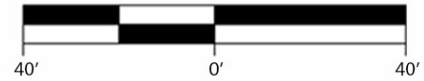
Seating

RIVERWOOD EXHIBIT E - AMENITY AREA

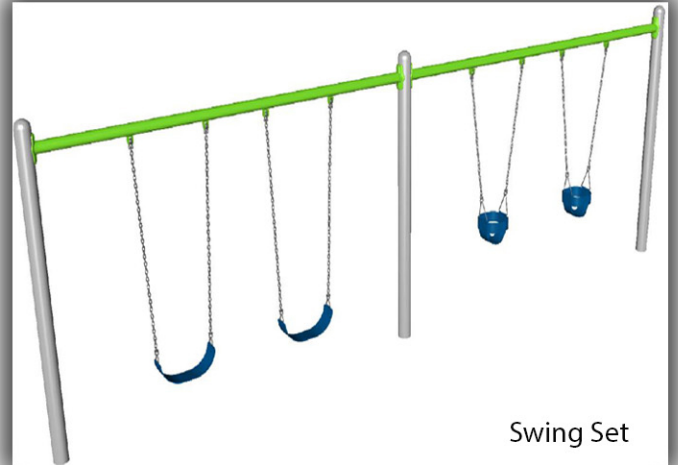
MUSTANG, OK
SEPTEMBER, 2024



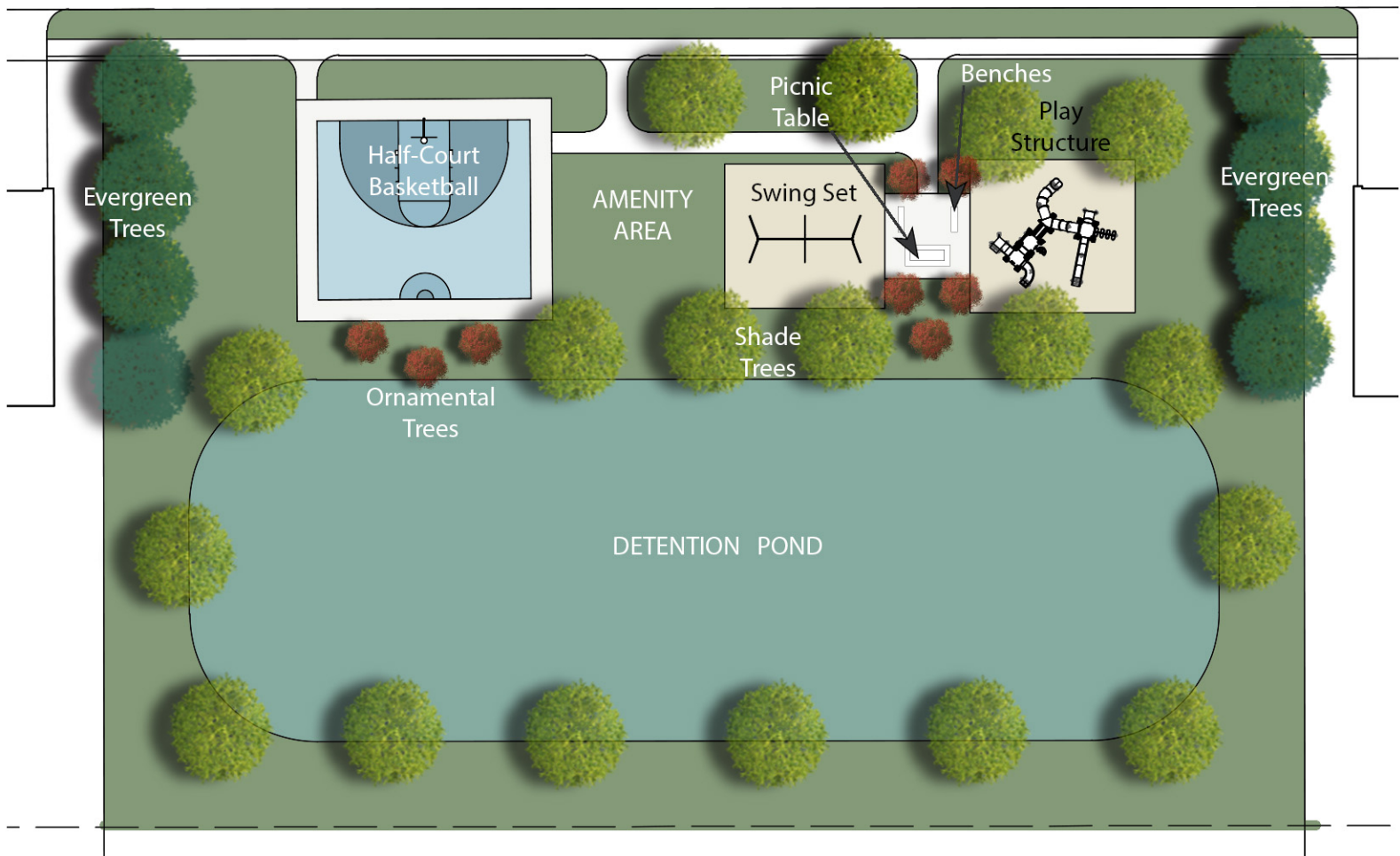
GRAPHIC SCALE IN FEET

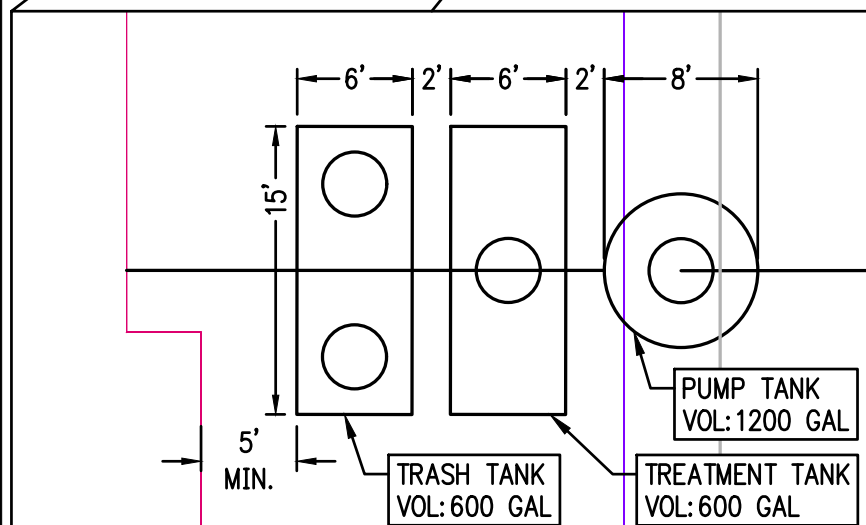


Play Structure



Swing Set





**RIVERWOOD
HARTFORD**





RIVERWOOD

HARTFORD

**RIVERWOOD
BISMARCK**



RIVERWOOD LINCOLN



**PLANNING COMMISSION
MINUTES OCTOBER 8, 2024**

The Mustang Planning Commission met in a regular session on Tuesday, October 8, 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, Susan Dobbins, Billy McDaniel, Jerry Brown, Jon Gassen

MEMBERS ABSENT: Jesse Bratton, Brant O'Daniel

STAFF / EX OFFICIOS PRESENT: Melissa Helsel, Community Dev Director
Radika Moore - Secretary/Office Coordinator
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

IV. APPROVAL OF MINUTES: Commissioner John Gassen made a motion to approve the minutes from the July 9, 2024 meeting. Commissioner Susan Dobbins 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 read the first item on the agenda.

1. Rezoning – RZ-08-22-24-1-34

Applicant:
Owner(s):

Crafton Tull & Associates, Mustang 42, LLC
Dale Owens Living Trust

Location:	300-400 Block E SW 89 th Street
Current Zoning:	R-1, Single Family Residential District
Requested Zoning:	R-2 PUD, Two-Family Planned Unit Development District
Tract Info:	42.88 acres MOL

Director Melissa Helsel, addressed the Planning Commission about the submitted item. The applicants, Crafton Tull and Associates and Mustang 42 LLC, have submitted an application to rezone property located in the 300-400 Block of E SW 89th Street between Mustang Road and Sara Road. The current zoning of the 42.88 acres is R-1, Single Family Residential.

This development would feature 61 lots with a total of 122 Dwelling Units. The proposal includes ½-acre minimum lot sizes and a duplex on each lot. Each lot will be owned by one owner, and will access city water, and private septic systems. The Department of Environmental Quality allows a septic system to be used for a ½ acre lot with a duplex owned by one owner. The lots cannot be split according to the PUD and DEQ requirements.

The development will have an underlying zoning district of R-2, Two-Family Residential, but lot sizes will exceed code requirements due to the need for private septic systems. Our City Engineer has confirmed that the lots in this development are not in the same drainage basin as existing public sanitary sewer infrastructure. This area will be platted.

Variances requested for this PUD are as follows:

1. 25-foot setback on eyebrow curves (code requires 30);
2. Corner side yard setbacks 15 feet in all cases (code requires 25 if not back-to-back with another corner lot.
3. 15-foot rear yard setbacks (code calls for 20).

Amenities offered to offset variances:

1. Façade regulations will require a minimum of 60% brick, masonry, dryvit, rock, stone, stucco, concrete board or wood veneer;
2. Enhanced landscaping will be provided (please see PUD Master Design Statement);
3. Amenity area to include half-court basketball, playground equipment, benches, picnic table and enhanced landscaping.

Staff recognizes that this property has limited options because there are no public sanitary sewer lines available to serve this development.

This is an area with rural residential uses nearby. The subdivision to the north, Meadowbrook Acres, is separated by a dense tree line and the railroad tracks. The properties to the North are zoned R-1, Single Family Residential and the properties to the West, South, and East are zoned A-1, Agricultural, Oil and Gas District.

The long-range plan calls for this area to be Residential Small which has a guideline of 1 to 3

homes per acre. The current zoning allows more density than that which is proposed in this PUD. Public water and private sanitary sewer systems will be utilized within the project area.

In review of the PUD submitted, staff realizes that this is a unique and different type of development than the city has seen in the past. It is a model that is becoming popular for land that does not have access to public sanitary sewer service. As DEQ does allow a septic system to serve a duplex on ½ acre, this offers a solution for residential development.

Commissioner Brown asked for clarification about the lots having to remain under one ownership. He wanted to make sure that each of the 61 lots could each be sold, and Ms. Helsel confirmed. There could be 61 different owners at most in this addition, but each lot, containing two dwelling units, would have to remain under one ownership.

Mr. Adams asked if there were any specifics about fencing in the PUD.

Ms. Helsel responded that R-2 zoning requirements do not say anything about fencing being required.

Mr. Adams asked if there would be curb and gutter streets. **Ms. Helsel** stated that curb and gutter streets would be required in R-2 districts.

Mr. McDaniel asked if sidewalks would be required throughout the development. She responded that they would be a requirement in R-2 districts.

Chairman McDaniel opened the public hearing.

Kendall Dillon, from Crafton Tull & Associates, came forward on behalf of the applicant. He went over the details of the development. The minimum lot size would be ½ acre, and there could be up to 122 dwelling units. They would employ aerobic septic systems for each duplex, as allowed by DEQ. There is a lower density here than there would be if it was developed as a straight R-1 development.

He pointed out that these are duplexes, but they are designed like two single-family homes just connected at the point of a storage closet in the rear. The two units are separated by 10 feet in the front and will appear as separate homes.

They are asking for three variances. A 25-foot front yard setback is requested on eyebrow curves, a 15-foot side yard setback on all corner lots, and 15-foot rear yard setbacks. The 15-foot rear yard setback is requested so the septic systems can be outside the setback area. They are asking for these variances to give the builder more flexibility on the lot, but if any of those create a problem, they can work without them.

They are offering two points of access on boulevard-type streets. There is an upgraded architectural standard. They will have a recreation area with basketball and a playground. There is upgraded landscaping with extra trees throughout, on lots and common areas.

The reason for the PUD design is the lack of public sewer services available to the property. The density fits within the comprehensive plan designation. Public water lines will be utilized in this development.

Mr. Dillon expressed the opinion that this is compatible with the surrounding area.

Mr. McDaniel asked for clarification that the reason they are developed as duplexes because of DEQ regulations on septic systems. **Mr. Dillon** said that the reason they are developing them this way is because of the need for affordable housing due to the housing shortage. This type of development is becoming popular throughout the metro area for areas underserved by public sanitary sewer systems.

Mr. Brown asked if they would utilize aerobic systems, and **Mr. Dillon** answered that they would. **Mr. Dillon** went into detail on the design and operation of the aerobic systems and how that related to their proposed development. He showed a map that showed the extent of the aerobic system spray fields on the lots. They have over-designed the septic systems.

Ms. Dobbins asked about the DEQ regulations for the septic systems for duplexes on ½ acre lots. **Mr. Dillon** explained that the only limit DEQ places on these systems is that they cannot have more than 6 bedrooms total on the system. Each side of the duplex could only have three bedrooms, and that is what they are planning.

Mr. Brown asked the reason for the variance on the rear yard setback. **Mr. Dillon** explained that they would like to keep the entire aerobic fields outside the rear yard setback.

Ms. Dobbins asked if the septic systems would restrict storage buildings being built in the rear yard. **Mr. Dillon** said that they may be able to locate accessory buildings outside the spray field. **Mr. Dillon** said that his client's intent is to own all 61 lots in this development. That is what they have done in their other similar developments.

Mr. Adams asked about the minimum square footage for each unit. **Mr. Dillon** responded that there would be a minimum of 1300 square foot units. There would be a range of 1300-1500 square foot units. Approximately 80% will be 1500 square feet. They can't go above 3 bedrooms in each.

Mr. Adams asked about fencing in general for the development. **Mr. Dillon** said that the intent is to fence the perimeter. He said he would expect that there would be fencing between the units because people will want pets.

The type of fencing between units was discussed because of the spray field of the aerobic systems.

Mr. Brown asked about the fencing along the west side of the development. The advantages of coated chain link fence were discussed.

David Langraff at 1500 S Mustang Road came forward to address the Commission. His property abuts this one on the west side. They would rather have single family homes on this lot. He is concerned that most of these units will be rentals. He is also concerned about the wildlife that is on that parcel right now.

Michelle Fuller at 448 E Carson Lane came forward. Her home sits directly to the north of this property. She has lived there for 30 years. The center of the railroad track is 50 feet from her rear property line. Her main concern is a lack of specific information about this development. She understands the need for affordable housing. She is concerned that the retention ponds won't hold all the runoff as required. She recommended fencing around the retention ponds. She suggested that the city adopt a rental inspection program.

She asked that this item be tabled until 89th Street is 4-laned, and there is more specific information on the PUD. She also is concerned about the wildlife on the parcel.

James Mansell of 1400 S Mustang Road came forward. He owns the north half of the property that abuts this development to the west. He is concerned that the retention ponds may increase runoff on his property. He is concerned about 61 aerobic systems in that small area. He is concerned about long-term maintenance of the septic systems.

Mr. Mansell said that he would prefer to see single-family homes on this property. He is concerned about over-crowding in the schools, and the number of new students this development would add to the school district. He has seen this type of development in Yukon and they are packed in like sardines, and it looks like garage door after garage door.

Mr. Dillon came forward to state that the ponds are retention ponds, so they will not normally have water. They will only store water during rain events, and will typically be dry. **Mr. McDaniel** pointed out that the city's ordinances do not allow more runoff after development than there was before development.

Mr. Dillon stated that the developer intends to fence the south side of the development along SW 89th Street. They will use a stockade fence with caps.

Ms. Fuller asked if this development was in alignment with the comprehensive plan. **Mr. McDaniel** stated that the comp plan calls for 3 units per acre, and this will be slightly less.

Mr. Adams added that the septic systems would be maintained by the HOA, as well as the common areas.

Mr. Adams made a motion to close the public hearing. **Mr. Brown** seconded the motion. The motion was approved unanimously.

Mr. Brown suggested an amendment to the motion to include a stockade fence along the west boundary of the development.

Ms. Dobbins again expressed her concerns about the wildlife that lives on this land.

Mr. Adams would like to make an additional amendment to the motion to include a minimum unit size of 1300 square feet.

The merits of stockade fences and chain link fences were discussed among the commissioners.

Mr. Mansell again came forward. He indicated that their preference was a stockade fence along the west property line. His neighbor to the south agreed. They preferred noise control and sight control for dogs, children and noise. **Mr. Adams** clarified the purpose of a retention pond for **Mr. Mansell**.

Mr. Brown made a motion to recommend approval of the rezoning application with two conditions. In section 9.1 of the PUD, it must state that the minimum size for each dwelling unit will be 1300 square feet. In section 9.4 of the PUD it must require a 6-foot high stockade fence along the west property line and south property line of the development.

Mr. Miller added that the language should be acceptable to city staff.

Mr. Brown added **Mr. Miller's** suggestion to his motion.

Mr. Dillon indicated that his client would agree to both of the amendments, and would have them added to the PUD for the City Council meeting.

Ms. Dobbins asked if there would be sidewalks required along 89th Street. **Ms. Helsel** stated that they would be required.

Mr. Adams seconded **Mr. Brown's** motion.

A roll call vote was taken:

Mr. Adams	Yay
Ms. Dobbins	Nay
Mr. McDaniel	Yay
Mr. Brown	Yay
Mr. Gassen	Yay

The motion passed 4:1. **Mr. McDaniel** announced that the agenda item would proceed to the City Council meeting on November 5th.

II. INFORMATION/REPORTS

VIII. NEW BUSINESS

None.

IX. COMMISSIONER, STAFF COMMENTS

None.

- X. ADJOURNMENT: Commissioner Adams** made a motion to adjourn.
Commissioner Brown seconded the motion, which was approved unanimously.
The meeting was adjourned at 8:22 pm.

CHAIRMAN

DATE

SECRETARY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA AMENDING THE ZONING ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AS AMENDED, TO CHANGE CERTAIN PROPERTY LOCATED IN CANADIAN COUNTY, OKLAHOMA, FROM R-1, SINGLE FAMILY DISTRICT TO AN R-2, TWO- DISTRICT PLANNED UNIT DEVELOPMENT; DECLARING REPEALER, AND PROVIDING FOR SEVERABILITY. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA:

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from R-1, Single Family District to an R-2, Two-Family District Planned Unit Development.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A tract of land situated within a portion of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

BEGINNING at the Southeast corner of said SW/4; thence

S89°54'59"W with the South line of said SW/4 a distance of 1659.33 feet; thence

N00°05'16"W a distance of 1146.76 feet; thence

S88°45'15"E a distance of 1654.44 feet to the East line of said SW/4; thence

S00°21'50"E with said East line a distance of 1108.38 feet to the POINT OF BEGINNING.

Said tract contains 1,867,938 Sq Ft or 42.88 Acres, more or less.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

PASSED AND APPROVED this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

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

City Attorney



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Ordinance No. 1310, An ordinance of the City of Mustang, Oklahoma, declaring certain police vehicles surplus, authorizing the sale of such vehicles to other public agencies or by competitive bidding and authorizing and directing the City Manager to execute documents to complete the transfers; and providing for severability.

Recommendation:

Approve

Initiator:

Mike Wallace, Chief of Police, and Jon Miller, City Attorney

Background:

The Police Department has three (3) police vehicles that it desires to declare surplus. One of these vehicles is intended to be sold to the City of Chickasha. The other two will be sold to another public agency or sold by competitive bidding.

Financial Impact:

\$40,000 per vehicles estimated

Staff Comments:

Staff recommends approval.

Attachments:

[Ord 1310 - Authorizing Sale of Police Vehicles-240 to Chickasha.pdf](#)

ORDINANCE NO. 1310

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

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

SECTION 1. PURPOSE.

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

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Value</u>
240	2021	Chevrolet Tahoe	1GNSCLED7MR275578	\$40,000
241	2021	Chevrolet Tahoe	1GNSCLEDXMR276224	\$40,000
243	2021	Chevrolet Tahoe	1GNSCLED2MR275889	\$40,000

(the “Vehicles”).

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

SECTION 2. SALE OF VEHICLES.

The City of Chickasha, Oklahoma has expressed a need for and a desire to purchase Vehicle Unit 240. The City desires to sell the Vehicle Unit 240 to the City of Chickasha in order to enhance the ability of this agency to provide protective services to the public and thereby to cooperatively increase the public safety efforts of all parties. The City of Mustang and The City of Chickasha are “public agencies” as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, of the Oklahoma Statutes.

Pursuant to Section 4-4 of the Charter of the City of Mustang, and Sec. 2-197(2) of the Code of Ordinances, the City Council hereby authorizes the sale of the Vehicle Unit 240 to The City of Chickasha for the value set forth above, and the sale of the remaining Vehicles by competitive bidding or other process authorized by the Mustang Code of Ordinances.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND APPROVED this ____ day of November, 2024.

Brian Grider, Mayor

ATTEST:
[SEAL]

Tammi Noblitt, City Clerk

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

City Attorney



Mustang City Council Agenda Item Report

Meeting Date: November 5, 2024

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of (A) Res No. 25-014, a Resolution of the City of Mustang, Oklahoma, approving an agreement for sale between The City of Mustang and The City of Chickasha, for the sale of a surplus police vehicle and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfer, and Providing for Severability; and (B) an Agreement for Sale of a Surplus Police Vehicle to The City of Chickasha.

Recommendation:

Approve

Initiator:

Michael Wallace

Background:

The Police Department has 1 surplus vehicle that is no longer used. The Chickasha Police Department has shown interest to purchase the following vehicle for \$40,000. The vehicle is;

Unit 240 2021 Chevrolet Tahoe 1GNSCLED7MR275578 \$40,000

Financial Impact:

\$40,000

Staff Comments:

Staff recommends approval

Attachments:

[Resolution Approving Sale of Police Vehicle - City of Chickasha 2024.doc](#)

[Agreement_for_Sale_-_Chickasha_240_2024 \(1\).pdf](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MUSTANG, OKLAHOMA,
APPROVING AN AGREEMENT FOR SALE BETWEEN THE CITY OF
MUSTANG AND THE CITY OF CHICKASHA, FOR THE SALE OF A
SURPLUS POLICE VEHICLE AND AUTHORIZING AND DIRECTING THE
CITY MANAGER TO EXECUTE DOCUMENTS TO COMPLETE THE
TRANSFER; AND PROVIDING FOR SEVERABILITY.**

WHEREAS, by Ordinance No. _____ approved Nov 5, 2024, the City of Mustang, Oklahoma, declared as surplus a used police vehicle described as follows:

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
240	2021	Chevrolet Tahoe	1GNSCLED7MR275578	\$40,000

(the “Vehicle”), and approved the sale of the Vehicle to the City of Chickasha, Oklahoma, or to some other public agency.

WHEREAS, the City of Chickasha, Oklahoma, has expressed a need for and a desire to purchase the Vehicle for use in its law enforcement efforts.

WHEREAS, the City finds that selling the Vehicle to the City of Chickasha will enhance the ability of the Chickasha Police Department to provide protective services to the public and will also increase the ability of the Chickasha Police Department to cooperatively provide law enforcement services to the City of Mustang in event such services are requested by the City of Mustang.

WHEREAS, Section 2-197(2) of the Code of the City of Mustang, Oklahoma, allows the sale of surplus supplies without competitive bidding where the value does not exceed \$50,000.00 when sold to a public agency as defined in 74 Okla. Stat. § 1003, as amended.

WHEREAS, the City of Mustang and the City of Chickasha are “public agencies” as defined in the Interlocal Cooperation Act set forth in 74 Okla. Stat. § 1003.

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

1. The City Council approves the Agreement for Sale attached hereto between the City of Mustang and the City of Chickasha for the sale of the Vehicle to the City of Chickasha under the terms set forth in such agreement.

2. The City Manager of the City of Mustang is hereby authorized and directed to execute the Agreement for Sale and such other documents as necessary to effectuate the sale and to transfer title to the Vehicle to the City of Chickasha.
3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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 Resolution.
4. This resolution shall be effective upon passage and approval by the City Council of the City of Mustang, Oklahoma.

PASSED AND APPROVED this ____ day of November, 2024.

Brian Grider, Mayor

ATTEST:
[SEAL]

Tammi Noblitt, City Clerk

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

Jonathan E. Miller, City Attorney

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

This Agreement for Sale (“Agreement”) is entered into this 5th day of November, 2024, by and between the City of Mustang, a municipal corporation (hereinafter, “Mustang”) and the City of Chickasha, Oklahoma (hereinafter, “Chickasha”), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

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

WHEREAS, the parties desire to enter into this Agreement to facilitate the sale by Mustang of one used police vehicle to Chickasha in order to enhance the ability of Chickasha Police Department to provide protective services to the public and to thereby cooperatively increase the public safety of citizens in the City of Mustang and in Chickasha.

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

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

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
240	2021	Chevrolet Tahoe	1GNSCLED7MR275578	\$40,000

(the “Vehicle”).

2. CHICKASHA ACCEPTS DELIVERY OF THE VEHICLE, AND ACKNOWLEDGES AND AGREES THAT THE VEHICLE IS ACCEPTED IN AN “AS IS” CONDITION, WITH ALL FAULTS, AND AGREES THAT THE TRANSFER OF THE VEHICLE FROM THE CITY OF MUSTANG TO THE CITY OF CHICKASHA IS MADE WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND ON THE VEHICLE, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THAT THE CITY OF MUSTANG WARRANTS THAT IT HAS GOOD TITLE TO THE VEHICLE, FREE AND CLEAR OF ANY ENCUMBRANCES.

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

[Remainder of page intentionally left blank.]

Executed this ____ day of December, 2024.

THE CITY OF MUSTANG, OKLAHOMA

By _____
Timothy Rooney, City Manager

Executed this ____ day of December, 2024.

THE CITY OF CHICKASHA

By _____
Title: _____