

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Taylor Cockrell, Youth Minister, Lakehoma Church of Christ

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **03/21/2017** City Council Minutes.
- *2. Claims List for **FY 2017**.
- *3. Approval to Turn **Past Due Utility Accounts** Over to the Collection Agency.
4. Approval of **Resolution No. 17-034**, Directing Filing and Notification of the Publication of the 2017 Supplement to the Mustang Municipal Code.

G. INFORMATION/REPORTS

1. City Manager
2. City Council
 - a. Approval of **Proclamation** Declaring the Month of April, 2017 as "Autism Awareness Month".
 - b. City Council Reports

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding the Approval of **Ordinance No. 1147** An Ordinance of the City of Mustang, Oklahoma Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "C-2" Commercial Neighborhood District to "C-5" Commercial Intensive District and, Declaring Repealer; Providing for Severability; and Declaring an Emergency.
2. **Discussion, Consideration and Possible Action** regarding Approval of Contract with Red Prairie Design for Architectural Services for Project Labeled Mustang Animal Shelter.

J. CITY ATTORNEY'S REPORT

None

K. ADJOURNMENT

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

**MUSTANG CITY COUNCIL
MARCH 21, 2017**

The Mustang City Council met in regular session on Tuesday, March 21, 2017, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, March 17, 2017, at 3:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

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

Pastor Bryan led the assembly in the Pledge and Invocation. He stated as a Pastor, there are many blessed days, but one of the very best was the day they asked Rusty Stowe to lead their Senior Adult Ministry stating as his Pastor and friend, it was an honor and joy to serve with him.

Vice Mayor Schweinberg asked how the Pastor and other Laverne residents were doing after the fires.

Bryan stated they were making their way, best they could. He stated a group of people from Chisholm Heights church were going to Laverne Thursday and Friday to help build fence and provide any other help needed.

C. ROLL CALL

Councilmembers Present:	Riley
	Leefe
	Grider
	Jones
	Hagan
	Schweinberg

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

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **03/07/2017** City Council Minutes.
2. Approval of **03/13/2017** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY 2017**.
4. Approval of **Resolution No. 17-037**, making changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2016-2017 Fiscal Year Budget by \$5,000.

MOTION was made by **Councilman Grider**, seconded by **Councilman Leete**, to approve Items F-1 through F-4 of the Consent Agenda.

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

G. INFORMATION/REPORTS

1. City Manager

City Manager Rooney stated it was always a pleasure to recognize outstanding employees stating he would put the City of Mustang employees up against any others any day. He stated the quality of the individuals and the quality of the work were outstanding.

Rooney stated the Mustang American Legion Post 353 recognized the following three employees on March 9th as "Employees of the Year" for the City of Mustang:

- Ashley Wisner, Senior Center Coordinator
- Cpl. Daniel Drake, Police Department
- Chaplain Rusty Stowe, Fire Department

Rooney thanked them for their outstanding service and presented them with a gift card from Applebee's. The three employees thanked everyone for the recognition stating they were proud to work for the City.

Rooney also stated he and Assistant City Manager Battles and Councilman Grider attended the Oklahoma Municipal League's "Municipal Government Day" at the State Capitol today where they listened to presentations and met with Representatives.

2. City Council

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

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

Councilman Leete did not have anything to report at this time

Councilman Grider stated it was an honor to help represent the City of Mustang at "Municipal Government Day" at the State Capitol.

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

Councilwoman Hagan did not have anything to report at this time.

Councilman Schweinberg reminded everyone April 22nd and 23rd was the Community Build for the new all-inclusive playground and reminded everyone April 4th was election day for the Ward 6 Council Seat. He also wished Councilman Grider "Happy Birthday".

H. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding First Reading and Setting Date for Consideration of **Ordinance No. 1145** of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-6, Partially Vacating an Easement Dedicated to the City of Mustang, which Easement is Located in Lot 3, Block 1 of Magnolia Trace Phase 1, an Addition to the City of Mustang, Canadian County, Oklahoma, According to the Recorded Plat Thereof, as More Particularly Described in the Attached Ordinance; Declaring Repealer; and Providing for Severability.

City Attorney Miller read the Ordinance in its entirety. He stated this item needed to be set for Public Hearing stating Staff is recommending the date of May 2, 2017.

MOTION was made by **Councilman Grider**, seconded by **Councilman Jones**, to set the date of May 2, 2017, as the Date for Consideration of Ordinance No. 1145 of the City of Mustang, Oklahoma, Amending Chapter 90, of the Code of Ordinances of the City of Mustang, Oklahoma, by Adding Section 90-6, Partially Vacating an Easement Dedicated to the City of Mustang, which Easement is Located in Lot 3, Block 1 of Magnolia Trace Phase 1, an Addition to the City of Mustang, Canadian County, Oklahoma, According to the Recorded Plat Thereof, as More Particularly Described in the Attached Ordinance; Declaring Repealer; and Providing for Severability.

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

J. CITY ATTORNEY'S REPORT

None.

K. ADJOURNMENT

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

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

The meeting was adjourned at **7:16 p.m.**

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
17-0002	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	3/2017	201703274906	1,600.00
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	120.69
DEPARTMENT TOTAL:						1,720.69
DEPARTMENT: 11 CITY MANAGER						
17-1427	01-G0122	JEANINE N RHEA	COMMUNICATION SEMINAR	3/2017	1701A-	3,370.00
17-0068	01-M0001	STAR COMMUNICATION CORPORAT	LEGAL PUBLICATIONS	3/2017	4042	28.50
17-0197	01-M0001	STAR COMMUNICATION CORPORAT	ADS FOR JOB OPENINGS	3/2017	201703274898	250.00
17-0066	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	3/2017	12648	72.00
17-0070	01-M0234	MUSTANG TIMES	LEGAL PUBLICATIONS	3/2017	MT101746	26.60
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	494.77
17-0393	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2017	201703294940	231.91
17-1514	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	3/2017	201703274901	146.58
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	70.00
17-1513	01-U0220	USAVISION, INC	RETIREE INSURANCE	3/2017	201703274900	29.25
17-0200	01-W0009	WORKERS ASSISTANCE PROGRAM,	EMPLOYEE ASSISTANCE PROG	3/2017	201703274903	402.28
DEPARTMENT TOTAL:						5,121.89
DEPARTMENT: 12 LIBRARY						
17-0243	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	3/2017	5014471376	150.46
17-0248	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR CHILDREN & TEEN	3/2017	5014456595	15.46
17-0675	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	3/2017	5014471375	196.48
17-1494	01-C5250	COMTECH DESIGN, PRINT & MAI	BUSINESS CARDS	3/2017	207818	45.00
17-1321	01-M0263	MIDWEST TAPE, LLC	NON PRINT MATERIALS	3/2017	94831298	111.77
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	781.32
17-0393	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2017	201703294940	5.25
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	12.00
17-0518	01-T0048	CENGAGE LEARNING	LARGE PRINT BOOKS	3/2017	60210477	56.78
17-0919	01-Y0040	YUKON TROPHY & AWARDS INC	BADGES, DONOR PLAQUE	3/2017	317282	38.20
DEPARTMENT TOTAL:						1,412.72

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARKS AND RECREATION				
17-0021	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	3/2017	201703284931	87.00
17-1532	01-B0223	PAMELA BINGHAM	BANQUET HALL REFUND	3/2017	166448	275.00
17-0601	01-B1019	BEN E. KEITH COMPANY	SNACKS FOR ASP	3/2017	63459503	438.56
17-0799	01-C0189	TODD D. ABRELL	FITNESS EQUIPMENT	3/2017	7433	250.00
17-1531	01-G0111	JUSTIN GUNTER	MEETING ROOM REFUND	3/2017	161836	15.00
17-1562	01-O0055	OG&E COMPANY	ELECTRIC SERVICE	3/2017	201703304942	55.57
17-1561	01-O0090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	1,787.06
17-0393	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2017	201703294940	3.99
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	150.00
17-1540	01-R0153	REACH SPORTS MARKETING GROU	SOFTWARE RENEWAL	3/2017	47005	247.00
17-1380	01-S0328	SPRINT SPECTRUM, LP	CELL PHONES	3/2017	597274785-107	156.06
17-1215	01-S1002	STERLING J. BEECROFT, LLC	NEW PLUG IN SR. CENTER	3/2017	3348B	100.00
DEPARTMENT TOTAL:						3,565.24
DEPARTMENT: 15		GENERAL GOVERNMENT				
17-0021	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE SERVICES	3/2017	201703284931	133.00
17-0041	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET	3/2017	201703274930	6,528.99
17-0054	01-H0040	BILLY R HOWELL	PEST CONTROL	3/2017	201703274919	600.00
17-0022	01-I0015	TYLER TECHNOLOGIES, INC	UB/COURT COMPONENTS/HOST	3/2017	025-184534	250.00
17-0003	01-K0127	KG SG HOLDINGS, LLC	STAGE INCENTIVE PAY	3/2017	201703274907	4,833.33
17-0061	01-K0127	KG SG HOLDINGS, LLC	CASH SAVER INCENTIVE PAY	3/2017	201703274908	5,000.00
17-0081	01-P1051	PITNEY BOWES BANK, INC	BULK POSTAGE	3/2017	201703274921	4,087.90
17-0088	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	3/2017	702814	2,969.09
DEPARTMENT TOTAL:						24,402.31
DEPARTMENT: 18		TOWN CENTER				
17-0700	01-B0210	BURGESS BUILDING CO., LLC	REPAIR TO OPERABLE WALL	3/2017	4740-1-	145.00
17-1233	01-B0210	BURGESS BUILDING CO., LLC	REPAIRS TO PARTITION	3/2017	4740-1	1,500.00
17-0208	01-K0033	KONE, INC	ANNUAL SAFETY TESTS	3/2017	1157371440	250.00
17-1500	01-K0033	KONE, INC	ANNUAL SAFETY TEST	3/2017	1157371440-	62.50
17-1561	01-O0090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	114.69
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	27.00
17-1245	01-S1002	STERLING J. BEECROFT, LLC	REPAIR TO FOYER LIGHTS	3/2017	3348A	78.00
17-1126	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	3/2017	395498025	796.78
DEPARTMENT TOTAL:						2,973.97

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 19 BALL COMPLEX						
17-1414	01-B1019	BEN E. KEITH COMPANY	FOOD FOR CONCESSION	3/2017	63442992	2,514.92
17-0719	01-D0089	DAVE'S SAFE & LOCK LLC	REPAIR DOOR LOCK	3/2017	5785	110.00
17-0533	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSION	3/2017	6670438	10.55
17-1351	01-I1119	STEPHEN WHOLESALE CO, INC.	FOOD FOR CONCESSIONS	3/2017	6670040	2,178.23
17-1562	01-00055	OG&E COMPANY	ELECTRIC SERVICE	3/2017	201703304942	269.19
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	418.06
17-0439	01-00230	SHAWN A. LEWELLYN	MINI MELTS FOR CONCESSION	3/2017	1042	697.60
17-1404	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	3/2017	50525557	1,499.67
17-1435	01-P1016	P&K EQUIPMENT	REPAIR TO GATOR	3/2017	2446235	756.73
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	58.00
17-0230	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	3/2017	394178024	204.86
17-1403	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	3/2017	395498009	857.97
17-1439	01-T0101	THOR GUARD, INC.	INSPECTION & CLEANING	3/2017	45109	150.00
DEPARTMENT TOTAL:						9,725.78
DEPARTMENT: 20 AQUATICS						
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	88.65
17-0202	01-P0055	PLUMBCO, INC	RESTROOM REPAIRS	3/2017	201703274923	235.00
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	21.00
DEPARTMENT TOTAL:						344.65
DEPARTMENT: 21 FINANCE						
17-1482	01-D0089	DAVE'S SAFE & LOCK LLC	REPLACE LOCK IN CABINET	3/2017	5789	129.00
17-1530	01-M0269	MCMULLEN CONSTRUCTION &	DESINSTALL EMERGENCY DOOR	3/2017	201703304943	2,000.00
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	916.65
17-0393	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2017	201703294940	20.00
17-0080	01-P8888	PITNEY BOWES GLOBAL FINANCIS	SMART MAILER-MAILER MACHI	3/2017	3303090938	2,111.40
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	50.00
DEPARTMENT TOTAL:						5,227.05
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
17-1561	01-00090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	815.64
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	83.00
17-1139	01-V0050	CELLCO PARTNERSHIP	CELL PHONE	3/2017	942052408-00001-	107.40
DEPARTMENT TOTAL:						1,006.04

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
17-1505	01-C0050	KING ENTERPRISES, L.L.C.	PLUMBING REPAIRS	3/2017	1-328	390.00
17-1369	01-C0232	COPS PRODUCTS	UNIFORM ORDER FOR NEW HIR	3/2017	20171794	1,007.27
17-0335	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM & JAIL CLEANING	3/2017	201703274918	274.00
17-0137	01-F0078	DAIOHS USA, INC	COFFEE SERVICE	3/2017	169279	105.70
17-1431	01-F4474	FIRETROL PROTECTION SYSTEMS	REPLACE GAUGES	3/2017	100469276	182.55
17-1459	01-L0052	LOCKE SUPPLY CO	LIGHT BULB ORDER	3/2017	30923783-00	602.24
17-0111	01-M0055	SANTIAGO BRENNAN'S MCDONALD	PRISONER MEALS	3/2017	7003-179	135.04
17-1561	01-O0090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	4,665.68
17-1504	01-O0227	OVERHEAD DOOR COMPANY OF OK	REPAIR OVERHEAD GARAGE DO	3/2017	201703274920	115.50
17-1520	01-O1277	OK TAX COMMISSION	TAG REGISTRATION	3/2017	201703274899	104.00
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	762.00
17-1242	01-R0149	ROCK RIVER ARMS, INC.	RIFLES & SHIPPING	3/2017	776169-	5,973.00
17-1290	01-S0093	SMART TECHNOLOGIES, INC	NETWORK DROP IN EVIDENCE	3/2017	717247	255.00
17-0105	01-S0206	STOLZ TELECOM, LLC	VEHICLE REPAIRS	3/2017	2405	195.00
17-1517	01-V0028	DIGITALMARKETS, INC	AUDIO LOGGER SUPPORT	3/2017	4750	3,080.00
17-0100	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	3/2017	942052408-0001	526.90
17-1127	01-W0167	DYLAN WILSON	SPRING 2017 TUITION REIMB	3/2017	201703274924	850.00
DEPARTMENT TOTAL:						19,223.88
DEPARTMENT: 42 ANIMAL CONTROL						
17-1561	01-O0090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	90.80
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	2.00
17-0100	01-V0050	CELLCO PARTNERSHIP	MOBILE DATA TERMINAL USAG	3/2017	942052408-0001	6.77
DEPARTMENT TOTAL:						99.57
DEPARTMENT: 51 FIRE						
17-1423	01-A0039	A.S.C. INC.	MISC. VEHICLE REPAIR	3/2017	59545	41.88
17-1419	01-A0110	ALL SEASON BUILDING SUPPLY,	MISC. BUILDING REPAIR & M	3/2017	98561	42.55
17-1474	01-A0110	ALL SEASON BUILDING SUPPLY,	MOP BUCKET	3/2017	98562	79.98
17-1409	01-C0065	CASCO INDUSTRIES, INCORPOR	FIRE HELMETS WITH FRONTS	3/2017	180046	550.00
17-1447	01-G097	TYCO & SECURITY (US) MANAGE	ANNUAL FIRE EXTINGUISHER	3/2017	83478684	145.40
17-1548	01-H1016	CARL HICKMAN	PER DIEM FOR CONFERENCE	3/2017	201703284932	80.00
17-1455	01-J0043	JIM JOHNSON OIL COMPANY	OIL DRUM CRADLE	3/2017	17648	354.00
17-1201	01-J1061	WILLIAM A. JUSTICE	ACLS RECERT, BLS RECERT,	3/2017	126	1,500.00
17-0118	01-N0137	NORTHERN SAFETY CO INC	SCBA MASK REPLACEMENT	3/2017	902349569	618.00
17-1422	01-O0025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR	3/2017	0309-181060	4.29
17-1561	01-O0090	OK EMPL SECURITY COMM	UNEMPLOYMENT TAX PAYABLE	3/2017	201703294941	3,195.40
17-1172	01-O0210	RADIOS UNLIMITED, INC	PAGER REPAIR	3/2017	74756	145.00
17-0393	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2017	201703294940	12.50
17-1508	01-P0055	PLUMBCO, INC	REPAIR OR REPLACE FAUCET	3/2017	201703274922	200.00
17-0010	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274911	845.00
DEPARTMENT TOTAL:						7,814.00
FUND TOTAL:						82,637.79

FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07 ADMINISTRATION						
17-1377	01-B0245	ALYSSA ANN BURNETT	MUSIC & MOVEMENT CLASSES	3/2017	201703274926	220.00
17-0487	01-B1023	BTAC ACQUISITION CORP.	BOOKS FOR COLLECTION	3/2017	5014456594	47.55
17-0488	01-M0263	MIDWEST TAPE, LLC	DVD'S & AUDIO BOOKS	3/2017	94836979	109.82
17-1389	01-O0170	OKLAHOMA STATE UNIVERSITY	PRESENTATION FOR LIBRARY	3/2017	201703274929	350.00
17-1481	01-R0084	REUBEN ROBERT FLEDTRICKS	WINDOW CLASSES FOR PUBLIC	3/2017	201703274927	100.00
17-1401	01-S0093	SMART TECHNOLOGIES, INC	INSTALL 3 NEW WORKSTATION	3/2017	717248	300.00
17-1518	01-V0051	VISIT ENID	GUARDIAN OF THE TRAIL - D	3/2017	201703274928	15.00
DEPARTMENT TOTAL:						1,142.37
FUND TOTAL:						1,142.37

3/30/2017 10:59 AM

PURCHASE ORDER CLAIM REGISTER

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FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE ENFORCEMENT						
17-1458	01-W1063	ENFORCEMENT VIDEO, LLC	IN CAR VIDEO CAMERA REPAI	3/2017	16130	1,210.00
DEPARTMENT TOTAL:						1,210.00
FUND TOTAL:						1,210.00

FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
17-1400	01-N0117	NATIONAL ENTERTAINMENT TECHCANDY & TOY FILLED EGGS		3/2017	170310010	2,300.00
17-1166	01-W0020	WALMART COMMUNITY BRC	SUPPLIES FOR EVENTS	3/2017	201703274925	498.42
DEPARTMENT TOTAL:						2,798.42
FUND TOTAL:						2,798.42

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
17-1434	01-G0110	CUNNINGHAM ASSOCIATES, INC.	CONCRETE PAD FOR PLAYGROU	3/2017	pji-0056147	68,150.00
DEPARTMENT TOTAL:						68,150.00
DEPARTMENT: 19 BALL COMPLEX						
17-1499	01-S1002	STERLING J. BEECROFT, LLC	INSTALLING LIGHTS	3/2017	3347	2,902.00
DEPARTMENT TOTAL:						2,902.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
17-0530	01-H0106	HALFF ASSOCIATES, INC.	COMPREHENSIVE PLANNING	3/2017	222639	3,541.34
DEPARTMENT TOTAL:						3,541.34
FUND TOTAL:						74,593.34

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
17-1523	01-D0022	MICHAEL J. DEFRANCO	WORKERS COMP CLAIM	3/2017	201703274912	115.32
17-1526	01-E0106	EDMOND SPINE & ORTHOPEDIC SWORKERS	COMP CLAIM	3/2017	201703274913	131.83
17-1558	01-M0265	INDEPENDENT MEDICAL EXAMINAWORKERS	COMP CLAIM	3/2017	201703294935	536.62
17-1559	01-M0299	B3W LLC	WORKERS COMP CLAIM	3/2017	201703294936	172.53
17-1525	01-M1044	MODERN MEDICAL, INC	WORKERS COMP CLAIM	3/2017	201703274914	740.57
17-1522	01-T0121	TIMOTHY P TYNER	WORKERS COMP CLAIM	3/2017	201703274915	385.56
17-1557	01-T024	THE PHYSICIANS GROUP, LLC	WORKERS COMP CLAIM	3/2017	201703294934	168.25
17-1524	01-Z0013	ZEIDERS ORTHOPEDIC, PLLC	WORKERS COMP CLAIM	3/2017	201703274916	180.00

DEPARTMENT TOTAL: 2,430.68

FUND TOTAL: 2,430.68

GRAND TOTAL: 852,811.45

March 2017 PAYROLL

<u>DEPT</u>		
501	CITY ATTORNEY	\$ 5,429.15
511	CITY MANAGER	\$ 36,218.56
512	LIBRARY	\$ 38,432.84
513	PARKS & RECREATION	\$ 103,146.50
518	TOWN CENTER	\$ 6,754.23
519	BALL COMPLEX	\$ 22,172.20
520	AQUATICS	\$ 3,568.01
521	FINANCE	\$ 57,346.65
531	COMMUNITY DEVELOPMENT	\$ 53,704.47
541	POLICE	\$ 292,964.50
542	ANIMAL CONTROL	\$ 4,160.31
543	OHSO GRANT	\$ 9,157.08
551	FIRE	\$ 197,498.91
TOTAL		\$ 830,553.41

MARCH 2017 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 400.00
512	LIBRARY	\$ 3,000.00
513	PARKS & RECREATION	\$ 3,500.00
515	GENERAL GOVERNMENT	\$ 1,500.00
518	TOWN CENTER	\$ 4,000.00
521	FINANCE	\$ 100.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 2,000.00
551	FIRE	\$ 2,000.00
TOTAL		\$ 17,000.00

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. F3
2. DATE: APRIL 4, 2017
3. TITLE: Approval to turn past due utility accounts over to the collection agency
4. COUNCIL ACTION: Approve or Deny
5. INITIATOR: Janet Watts, Finance Director
6. BACKGROUND: The attached utility accounts are past due and need to be sent to collections. Total balance is \$1,934.40 excluding collection agency fees.
7. STAFF SOURCE: Janet Watts, Finance Director
8. FINANCIAL IMPACT: Bad debt write-off of \$1,934.40
9. STAFF COMMENTS: Recommends turning accounts over to collections.
10. CITY ATTORNEY'S COMMENTS:
11. RESOLUTION/ORDINANCE NO. N/A

JANA FERRELL - COLLECTIONS

04/04/2017

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
06-0068-02	ARNETT, DENISE & DERICK	812 N TIFFANY CT WAY MUSTANG, OK 73064	7901 S COUNCIL RD LT 90 OKC, OK 73169	\$ 80.04		
START DATE:						
FINAL DATE:						
22-0707-01	BLACK, SAMANTHA	1205 N COLUMBIA TERR MUSTANG, OK 73064	1040 DEER HOLLOW DR WOODSTOCK, GA 30189	\$ 60.77		
START DATE:						
FINAL DATE:						
22-0520-06	BURGESS, LAURIE & DANIEL	329 E CHARLOTTE TERR MUSTANG, OK 73064	6313 BENTLEY DR OKC, OK 73169	\$ 223.03		
START DATE:						
FINAL DATE:						
07-0059-05	CALHOUN, ANGELA	724 W ELDER DR MUSTANG, OK 73064	640 W CARSON DR MUSTANG, OK 73064	\$ 173.81		
START DATE:						
FINAL DATE:						
18-0029-05	GUILFOYLE, KYLE	216 N MONOCOUE TERR MUSTANG, OK 73064	12180 A DR N CERESCO, MI 49033	\$ 45.08		
START DATE:						
FINAL DATE:						
519 S POINTE LN	JONES, SHAUN	519 S POINTE LN MUSTANG, OK 73064	1488 WESTBURY WAY APT A LEHI, UT 84043	\$ 218.09		
START DATE:						
FINAL DATE:						
22-0349-03	KNIGHT, NADIA	312 S CHANDA LN MUSTANG, OK 73064	1112 CS 2910 TUTTLE, OK 73089	\$ 194.38		
START DATE:						
FINAL DATE:						
15-0005-10	NOVOTNY, SHANNON	124 S MEADOW LN MUSTANG, OK 73064	124 S MEADOW LN MUSTANG, OK 73064	\$ 460.41		
START DATE:						
FINAL DATE:						
50-8797-00	OAKLEAF WSTE PAYLESS STORE 493	1001 E SH 152 MUSTANG, OK 73064	PO BOX 2998 PHOENIX, AZ 85062	\$ 10.92		
START DATE:						
FINAL DATE:						
19-0044-06	O'NEAL, JACKIE	812 S MORGAN RD MUSTANG, OK 73064	812 S MORGAN RD MUSTANG, OK 73064	\$ 215.80		
START DATE:						
FINAL DATE:						
09-0097-09	RICHMOND, DAMON	522 W CARSON DR MUSTANG, OK 73064	3032 TENKILLER DR YUKON, OK 73099	\$ 124.26		
START DATE:						
FINAL DATE:						
21-0100-08	STURT, RICHARD & AMANDA	630 N OAKWOOD TERR MUSTANG, OK 73064	4301 NW 22ND ST OKC, OK 73107	\$ 127.81		
START DATE:						
FINAL DATE:						

ACCOUNTS: 12

TOTALS: \$ 1,934.40 \$ 677.04 \$ 2,611.44

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-4
2. MEETING DATE: April 4, 2017
3. TITLE: Approval of Resolution No. 17-034, Directing Filing and Notification of the Publication of the 2017 Supplement to the Mustang Municipal Code.
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Lisa Martin, City Clerk
6. BACKGROUND: Supplements to the Municipal Code Book have been prepared by Municipal Code Corporation and as stated in the Resolution, the City is required to adopt a Resolution notifying the public of the publication of its supplements to the code and to file a copy of the Resolution in the Office of the County Clerk. Also, file one copy of the supplement to the code and one copy of the Resolution to the Law Library of Canadian County.
7. FINANCIAL IMPACT:
8. STAFF COMMENTS:
9. STAFF SOURCE: Lisa Martin, City Clerk
10. RESOLUTION / **17-034**

RESOLUTION NO. 17-034

A RESOLUTION DIRECTING FILING AND NOTIFICATION OF THE PUBLICATION OF THE 2017 SUPPLEMENT TO THE MUSTANG CITY CODE.

WHEREAS, the City of Mustang has contracted with the Municipal Code Corporation to prepare the 2017 Supplements to the City's Code of Ordinances containing all ordinances adopted by the City to the date of such supplements; and

WHEREAS, the City is required to publish its supplements and code of compiled penal ordinances and to deposit a copy with the County Law Library pursuant to Sections 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

WHEREAS, the City is required to adopt a resolution notifying the public of the publication of its supplements to the code pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the Office of the County Clerk;

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

THAT, the public is hereby notified of the publication of the 2017 Supplement to the City's Code of Ordinances and that copies of the Code as Supplemented are available for review in the Office of the City Clerk; and

THAT the City Clerk shall cause one copy of this Resolution and one copy of Supplements to the code to be filed with the Law Library of Canadian County; and

THAT the City Clerk shall keep at least three (3) copies of the Mustang Code of Ordinances as supplemented in the Office of the City Clerk for public use, inspection and examination.

ADOPTED this 4th day of April, 2017, by the City Council of the City of Mustang.

Jay Adams, Mayor

Attest:

Lisa Martin, City Clerk

The City of Mustang

Proclamation

WHEREAS, autism is the fastest growing developmental disability in the United States, affecting more than three million people; and

WHEREAS, autism is a neurological disorder that interferes with the normal function of the human brain, and can affect anyone, regardless of ethnicity, gender, or socioeconomic background; and

WHEREAS, symptoms and characteristics of autism may present themselves in a variety of combinations and can result in significant lifelong impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal as well as nonverbal communication; and

WHEREAS, doctors, therapists, and educators can help people with autism overcome challenges and provide early, accurate diagnosis; and

WHEREAS, appropriate education, intervention, and therapy are vital to future growth and development of those with autism; and

WHEREAS, it is fitting and proper to ensure that individuals living with autism have access to the lifelong care and services needed to achieve their greatest potential;

NOW, THEREFORE, I, Jay Adams, Mayor of the City of Mustang, do hereby proclaim the month of April, 2017, as

"Autism Awareness Month"

in the City of Mustang, Oklahoma, and urge our citizens to learn about services, programs, and opportunities to support people with autism and their loved ones.

GIVEN under my hand and seal of the City of Mustang, Oklahoma, this 4th day of April, 2017.

Jay Adams, Mayor

ATTEST:

Lisa Martin, City Clerk



CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: APRIL 4, 2017

3. TITLE: Rezoning Application RZ-2-13-17-1-25, 1711 ½ E State Highway 152, Harry & Josephine Weatherford, C-2, Commercial Neighborhood District to C-5, Commercial Intensive District.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Rezoning Application.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant, Harry Weatherford, has submitted an application to amend the zoning at 1711 ½ E. State Highway 152 from C-2, Commercial Neighborhood to C-5, Commercial Intensive zoning. This land was previous used for a child care center. The lot abutting N. Morgan Road is addressed as 150 N Morgan Road. There are three lots that are under one ownership.

He requests a C-5 zoning because his land at 1711 and 1713 E. State Highway 152, which abuts this tract, is also zoned C-5 and he would like contiguous zoning on his adjacent tracts. The owner has attempted to lease the existing building several times, but found the zoning too restrictive at C-2. Mr. Weatherford has completely renovated the building within the last six months.

If this property is rezoned to C-5, a masonry fence will be required wherever the tract abuts residential zoning. In this case, that is on the north side.

Character of Neighborhood: This is an area of mixed uses with commercial zoning and single-family residential zoning nearby.

Zoning and Uses of Property Nearby: Property to the north is zoned R-1, to the east is C-2, to the west is zoned R-E and to the south is C-5.

Conformance with Long-Range Plan: The long-range plan calls for commercial/office development in this area. This request is not in conformity with the comprehensive plan.

Utilities and Services: Public water and sewer is available to this property.

Professional Staff Recommendation: Staff recommends amendment of the application to the C-3, Commercial General, level. This would conform to the comprehensive plan. C-5 zoning allows uses that might not be compatible with the single-family residential homes to the north. Staff has received calls of concern from the property owners on that north side. At the C-3 level, a masonry fence would still be required along the north edge.

Planning Commission Recommendation: The Mustang Planning Commission voted 6:0 to recommend denial of this rezoning application at their 3-28-17 meeting. Please see attached minutes. Please note these minutes have not yet been formally approved by the Mustang Planning Commission.

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. _____

ORDINANCE NO. 1147

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA AMENDING THE ZONING ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AS AMENDED, TO CHANGE CERTAIN PROPERTY LOCATED IN CANADIAN COUNTY, OKLAHOMA, FROM "C-2" COMMERCIAL NEIGHBORHOOD DISTRICT TO "C-5" COMMERCIAL INTENSIVE DISTRICT AND, DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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 "C-2" Commercial General District to "C-5" Commercial Intensive District.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A part of the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more fully described as follows: Beginning 211 feet East of the Southwest corner of the SW/4 along the South boundary of said SW/4; thence North 355 feet for a point of beginning; thence East 129.05 feet; thence North 60 feet; thence West 129.05 feet; thence South 60 feet to the point of beginning.

AND

Part of the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Beginning 211 feet East of the Southwest Corner and North 313 feet to the point of beginning; thence North 42 feet; thence East 129.05 feet; thence South 42 feet; thence West 129.05 feet to the point of beginning.

AND

A tract of land in the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at a point 415.00 feet North and 50 feet East of the Southwest corner of the Southwest Quarter (SW/4) of said section; thence parallel with the South line of said section, South 89 degrees 55' East, a

distance of 161.00 feet; thence parallel with the West line of said section, South a distance of 122.50 feet; thence parallel with the South line of said section, North 89 degrees 55' West a distance of 161.00 feet; thence along the East R-O-W line of Morgan Road and parallel with the West line of said section, North a distance of 122.50 feet to the point of beginning.

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.

Section 4. EMERGENCY

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

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2017.

City Attorney

PLANNING COMMISSION MEETING

MINUTES MARCH 28, 2017

The Mustang Planning Commission met in a regular session on Tuesday, March 28, 2017 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road. Notification of the meeting was posted Wednesday, March 22, 2017 in the foyer of the Mustang Municipal Building in compliance with the Open Meeting Act (25 OAS, Section 301, et. seq.)

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: Commissioner **Jan Yakish**
Commissioner **Jesse Bratton**
Commissioner **Billy McDaniel**, Chairman
Commissioner **Brad Homer**
Commissioner **Jerry Brown**
Commissioner **Dan Hix**

MEMBERS ABSENT: Commissioner **Darrell Johnson**

STAFF PRESENT: **Melissa Helsel**, Community Development Director
Radika Wheeler, Office Administrator
Jerry Calloway, Audio Visual Systems Operator

CITY ATTORNEY: City Attorney, **Jonathan Miller**, was in attendance.

V. APPROVAL OF MINUTES: Approval of Minutes from January 24, 2017 Planning Commission Meeting. **Mr. Homer** made a motion to approve the minutes, **Mr. Bratton** seconded the motion. The motion was approved unanimously.

Approval of Minutes from March 14, 2017 Planning Commission Meeting. **Mr. Hix** made a motion to approve the minutes, **Mr. Homer** seconded the motion. The motion was approved unanimously.

VI. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES:

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

1. Rezoning Application RZ-2-13-17-1-25, 1711 ½ E. State Highway 152, Harry & Josephine Weatherford, C-2, Commercial Neighborhood District to C-5, Commercial Intensive District.

Ms. Helsel delivered the staff report. The applicant, Harry Weatherford, has submitted an application to amend the zoning at 1711 ½ E. State Highway 152 from C-2, Commercial Neighborhood to C-5, Commercial Intensive zoning. The total property area is .76 acres and contains three lots. This land was previous used for a child care center. The lot abutting N. Morgan Road is addressed as 150 N Morgan Road. There are three lots that are under one ownership.

He requests a C-5 zoning because his land at 1711 and 1713 E. State Highway 152, which abuts this tract, is also zoned C-5 and he would like contiguous zoning on his adjacent tracts. The owner has attempted to lease the existing building several times, but found the zoning too restrictive at C-2. Mr. Weatherford has completely renovated the building within the last six months.

If this property is rezoned to C-5, a masonry fence will be required wherever the tract abuts residential zoning. In this case, that is on the north side.

This is an area of mixed uses with commercial zoning and single-family residential zoning nearby. Property to the north is zoned R-1, to the east is C-2, to the west is zoned R-E and to the south is C-5.

The long-range plan calls for commercial/office development in this area. This request is not in conformity with the comprehensive plan. Public water and sewer is available to this property.

Staff recommends amendment of the application to the C-3, Commercial General, level. This would conform to the comprehensive plan. C-5 zoning allows uses that might not be compatible with the single-family residential homes to the north. Staff has received calls of concern from the property owners on that north side. At the C-3 level, a masonry fence would still be required along the north edge.

Mr. McDaniel opened the public hearing.

Mr. Harry Weatherford of 1107 N. Morgan Road came forward. He is the applicant in this hearing. He stated that he would like to have all of his property zoned C-5 in that business district. He distributed pictures of the site. He stated that he has lived in Mustang for 20 years. He has had an existing business in his current location for 25 years. He considered the property in question an eyesore until he purchased it. They will continue to renovate the old child care center.

He stated that C-2 is very restrictive in a business district. He considered a garden center for this location, but C-2 does not allow it. He had a potential tenant in the area for a garden center, but had to turn them down. He also had a potential tenant who wanted to run a health club there, but C-2 does not allow that use.

He took time to discuss the pictures he had handed out.

He mentioned that the auto body shop just south of 150 N Morgan Road has asked to lease the property on Morgan Road, but C-2 will not allow it.

Mr. McDaniel asked Mr. Weatherford if he had had a chance to review the differences between C-3 and C-5 in the municipal code book. Mr. Weatherford stated that he had, but that he has a mechanical contractor business and his son is a licensed electrician and they would not be able to use that building unless it was C-5.

Mr. Greg Woods of 1729 E Cottonwood Terrace came forward. He stated that his family has lived here since 1972. His career has been with Oklahoma City Planning and Zoning Department. He stated that the building was built as a racquetball club. He stated that C-3 is almost identical to C-5. He said that there are many uses in C-3 that he would object to next to his R-1 district. He stated that he had spoken to several of the neighbors along Cottonwood Terrace who oppose this rezoning.

Mr. Woods read from the code, the description of R-1 zoning districts and stated that C-5 is not compatible directly next to an R-1 district. He played a recording of a car wash vacuum as an example of the noise that can be emitted from a commercial car wash. He is also concerned about the lighting from a commercial use causing a nuisance to neighboring property owners.

Mr. Woods suggested that Mr. Weatherford come back with a PUD limiting certain uses on the site that wouldn't be objectionable to the residents next door.

Mr. Brown asked what would be the appropriate time to discuss with the applicant the possibility of amending the application to C-3. He then asked Mr. McDaniel the major differences between C-3 and C-5. Some of the different uses between C-2, C-3 and C-5 were discussed.

Mr. McDaniel closed the public hearing.

Mr. Brown asked **Mr. Weatherford** if he would like to amend his application to C-3.

Mr. McDaniel made it clear that this item will go to the City Council meeting on April 4th no matter what the Planning Commission decides.

Mr. Homer stated that he didn't think it was fair to the homeowners to the north to increase the zoning intensity on this property at all. He pointed out that the property to the east is zoned C-2 and he feels that it's appropriate for this location as well. He thinks they would be opening a can of worms if they would change the zoning here at all. He doesn't think it's wise.

Mr. Brown agreed with **Mr. Homer**. He thinks C-2 is a good buffer next to the R-1 district.

Ms. Yakish stated that she understands Mr. Weatherford's desire, and trusts that he will follow all regulations, but she thinks C-5 is too intensive next to R-1.

Several Planning Commissioners echoed Mr. Woods' comment that a PUD with certain restricted uses would be more appropriate in this case.

Mr. Homer made a motion to deny the rezoning request, **Mr. Brown** seconded the motion.

A roll call vote was taken:

Jan Yakish	Yes
Jesse Bratton	Yes
Billy McDaniel	Yes
Brad Homer	Yes
Jerry Brown	Yes
Dan Hix	Yes

The motion was approved unanimously.

Mr. McDaniels reminded the audience and commissioners that this item would be heard on the April 4th City Council agenda.

VI. NEW BUSINESS: No new business was declared.

VII. COMMISSIONER, STAFF COMMENTS:

Mr. Homer mentioned his pride that our local Wal-Mart was recognized as the best store in the company. He mentioned the reception on Friday.

Mr. Brown asked about time limits for speakers at the Planning Commission. Mr. McDaniel stated that the City Council does have time limits, but for Planning Commission citizens and other speakers are encouraged to speak their mind and share all the information and concerns they have. If the speaker goes on and on for too long, they can ask them to wrap it up.

VII. ADJOURNMENT:

Mr. Homer made a motion to adjourn. **Mr. Bratton** seconded the motion, which was approved unanimously. The meeting was adjourned at 7:44 p.m.

CHAIRMAN

DATE

SECRETARY

Permitted Uses By Right or Upon Review	Zoning Districts Previous Zoning Designations					
	C1 OPB	C2 CN	C3 CG	C4 SC	C5 CI	C6
Abstract company	P	P	P	P	P	P
Accountants	P	P	P	P	P	P
Advertising	P	P	P	P	P	P
Advertising officers	P	P	P	P	P	P
Alarm system company			P	P	P	P
Ambulance service, office or garage			R	P	P	P
Amusement, outdoor					P	P
Amusement place, indoor			P	P	P	P
Antique shop			P	P	P	P
Appliance store			R	P	P	P
Archery shop			R	P	P	P
Architect office	P	P	P	P	P	P
Armored car service			R	P	P	P
Artist materials, supply studio		R	P	P	P	P
Art school, gallery or museum	P	P	P	P	P	P
Attorney	P	P	P	P	P	P
Auction house			R	P	P	P
Auto and truck rental					P	P
Auto body repair shop					P	P
Auto car wash		R	P	P	P	P
Auto painting and body work					P	P
Auto parts and supply			R	P	P	P
Auto repair			R	P	P	P
Auto sales (new and used)					P	P
Auto service			R	P	P	P
Baby, children's clothing		P	P	P	P	P
Bait shop			R	P	P	P
Bakery		R	P	P	P	P
Banks		P	P	P	P	P
Barber or beauty shop	P	P	P	P	P	P
Battery service			R	P	P	P
Beauty supply sales			P	P	P	P
Bed and bath store			P	P	P	P
Bicycle shop			P	P	P	P

Billiards or pool hall			R	P	P	P
Boat repair, service, rental or sales					P	P
Book binders			R	P	P	P
Book or stationery store		P	P	P	P	P
Book store		R	P	P	P	P
Bowling alley				P	P	P
Broadcasting or recording studio			R	P	P	P
Broker (stocks and bonds)		P	P	P	P	P
Building supplies, sales				R	P	P
Bus terminal					P	P
Business or management consultant	P	P	P	P	P	P
Cafe		P	P	P	P	P
Cafeterias			R	P	P	P
Camera shop		R	P	P	P	P
Candy store		R	P	P	P	P
Car rental					P	P
Card shop		R	P	P	P	P
Carpenter and cabinet shop					P	P
Carpeting sales and service			R	P	P	P
Catering establishment			R	P	P	P
Cellular equipment sales and service		P	P	P	P	P
Ceramic shop			R	P	P	P
Church, synagogue, temple	P	P	P	P	P	P
Clothing or apparel store			P	P	P	P
Coffee shop		P	P	P	P	P
Collection agency		P	P	P	P	P
College or university	P	P	P	P	P	P
Computer sales and service			P	P	P	P
Contractor's office			P	P	P	P
Contractor's plant or storage yard					P	P
Convenience store		P	P	P	P	P
Credit unions		P	P	P	P	P
Dairy products or ice cream store		R	P	P	P	P
Data processing			P	P	P	P
Dating service	P	P	P	P	P	P
Day care center	R	P	P	P	P	P
Delicatessen		R	P	P	P	P
Delivery service			R	P	P	P

Dentist or dental surgeon		R	P	P	P	P
Department store				P	P	P
Designer's office	P	P	P	P	P	P
Detective or protective service	R	P	P	P	P	P
Detoxification facility						R
Doctor's and physician's office		R	P	P	P	P
Drafting service		R	P	P	P	P
Dress shop			P	P	P	P
Drinking establishment, alcoholic			R	P	P	P
Drive-in restaurant			R	P	P	P
Drive-in theater					P	P
Drug store	R	P	P	P	P	P
Dry cleaning (no cleaning or pressing on premises)		P	P	P	P	P
Dry cleaning, laundry, plant					P	P
Eating establishment with alcohol			R	P	P	P
Eating establishment without alcohol		R	P	P	P	P
Electric regulating substation			R	R	P	P
Electrical repair shop			R	P	P	P
Electrical supplies			R	P	P	P
Employment agencies		P	P	P	P	P
Engineer's office		P	P	P	P	P
Equipment sales, service, rental, repair					P	P
Exterminator service					P	P
Fabric store		R	P	P	P	P
Farm store			R	P	P	P
Feed and fertilizer sales			R	P	P	P
Fencing company			R	P	P	P
Finance company		P	P	P	P	P
Fine arts studio		R	P	P	P	P
Fire extinguisher service					P	P
Firewood sales			R	P	P	P
Florist shop			P	P	P	P
Fraternal organizations		P	P	P	P	P
Frozen food locker		R	P	P	P	P
Fruit or vegetable shop		R	P	P	P	P
Fuel service		R	P	P	P	P
Funeral home, mortuary			R	P	P	P
Fur repair and storage			R	P	P	P

Furniture repair and upholstery			R	P	P	P
Furniture store			R	P	P	P
Garden supply store			R	P	P	P
Glass shop			R	R	P	P
Geologist or geophysicists		P	P	P	P	P
Gift and novelty shop		R	P	P	P	P
Golf course	P	P	P	P	P	P
Golf, miniature or driving			R	R	P	P
Grocery or supermarket			P	P	P	P
Gun shop			R	P	P	P
Gunsmith			R	P	P	P
Hardware store			P	P	P	P
Health club or spa			P	P	P	P
Hearing aid shop		R	P	P	P	P
Heating, air conditioning or plumbing shop and supplies					P	P
Home decor shop			P	P	P	P
Hospital		R	P	P	P	P
Hotel and motel			R	P	P	P
Ice plant					P	P
Import/export office			R	P	P	P
Impoundment yard					P	P
Indian goods store			R	P	P	P
Insurance sales office		P	P	P	P	P
Jewelry store			P	P	P	P
Key shop			P	P	P	P
Labor union hall		R	P	P	P	P
Laboratory, testing and experimental					P	P
Landscape and nursery, retail					P	P
Laundry, self-service		R	P	P	P	P
Leather goods shop			R	P	P	P
Library		R	P	P	P	P
Liquor store			P	P	P	P
Lumber or building material					P	P
Lumber or building material(retail)				P	P	P
Machinery sales and service					P	P
Mail order house			R	P	P	P
Meat market		R	R	R	P	P
Meat market(non-wholesale)			P	P	P	P

Medical facility		R	P	P	P	P
Mini-storage			R	R	P	P
Mobile, manufactured homes, trailer sales and service					P	P
Monument sales					P	P
Motorcycle sales and repair			R	P	P	P
Movie sales			P	P	P	P
Muffler shop			R	P	P	P
Museums			R	P	P	P
Music store			P	P	P	P
Newspaper office			P	P	P	P
Newsstand sales	P	P	P	P	P	P
Office supply			P	P	P	P
Optometrist or optician		R	P	P	P	P
Oriental goods store			R	P	P	P
Orthopedic supply			P	P	P	P
Paint and decorating shop			R	P	P	P
Pawn shop			R	P	P	P
Pet shop			R	P	P	P
Pharmacy	R	P	P	P	P	P
Photocopying, blueprinting			P	P	P	P
Photo-finishing service			R	P	P	P
Photography studio		R	P	P	P	P
Planning consultant	P	P	P	P	P	P
Plant nursery					P	P
Pottery shop			R	P	P	P
Printing shop			P	P	P	P
Psychologist		P	P	P	P	P
Public building and facilities	P	P	P	P	P	P
Radio and television, electronic sales and service			P	P	P	P
Real estate office		P	P	P	P	P
Rental center			R	P	P	P
Saddlery or tack shop			R	P	P	P
Safe and vault sales			R	P	P	P
Savings or loan office		P	P	P	P	P
School	P	P	P	P	P	P
Senior citizens center		P	P	P	P	P
Sewing machine sales and service			P	P	P	P
Sexually oriented business						R

Shoe sales and repair			P	P	P	P
Small engine sales			R	P	P	P
Souvenir sales			R	P	P	P
Sporting goods store			P	P	P	P
Stationery store		P	P	P	P	P
Storage building or company					P	P
Studio (photo, music, artist)		P	P	P	P	P
Super center				P	P	P
Sweeper sales			R	P	P	P
Swimming pool supply and sales			R	P	P	P
Tailoring and alterations		P	P	P	P	P
Tax consultants	P	P	P	P	P	P
Tax office	P	P	P	P	P	P
Telephone company			R	P	P	P
Telephone sales and service		P	P	P	P	P
Telephone shop		P	P	P	P	P
Theater			R	P	P	P
Tobacco store			R	P	P	P
Tool sales			R	P	P	P
Toy shop			P	P	P	P
Travel agency		P	P	P	P	P
Truck sales and service					P	P
Trust company		R	P	P	P	P
Upholstery sales and service			R	P	P	P
Used goods, retail			R	P	P	P
Utility company			R	P	P	P
Variety store			R	P	P	P
Vending, sales and service			R	P	P	P
Veterans hall		R	P	P	P	P
Veterinarian hospital or office			R	P	P	P
Vitamin shop		R	P	P	P	P
Warehouse, inside storage					P	P
Wedding chapel	P	P	P	P	P	P
Wholesale establishment			R	P	P	P



Proposed Rezoning

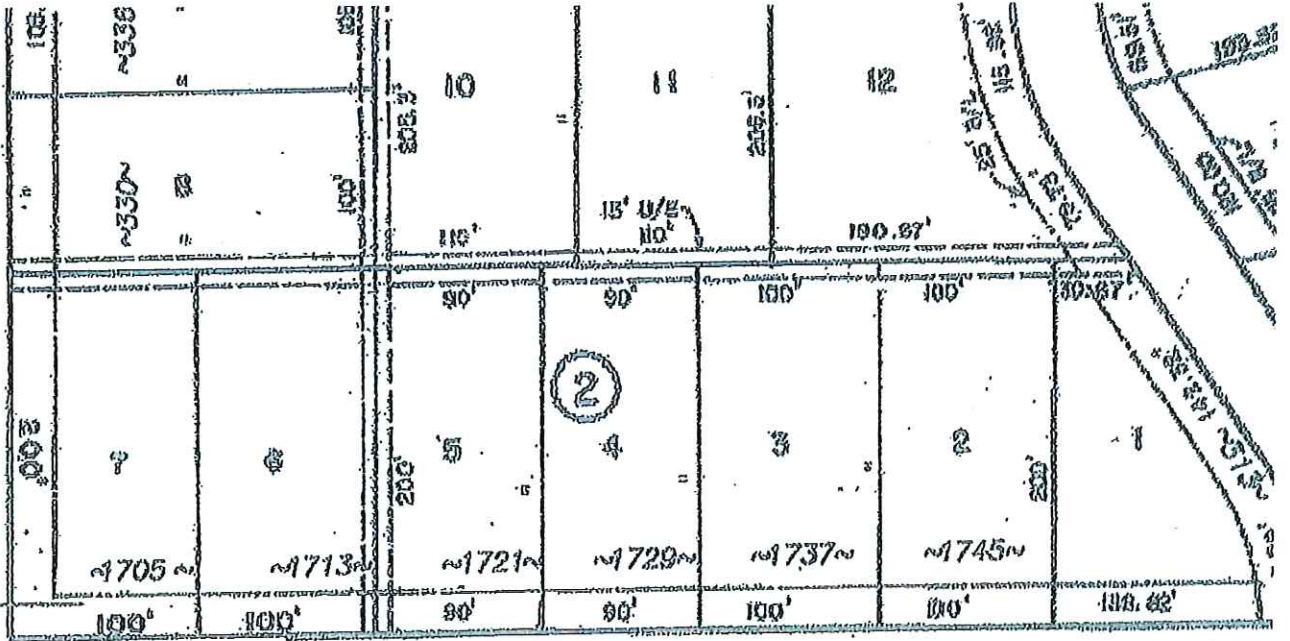
N Morgan Rd

SW 74th St

Google

NORTH

300

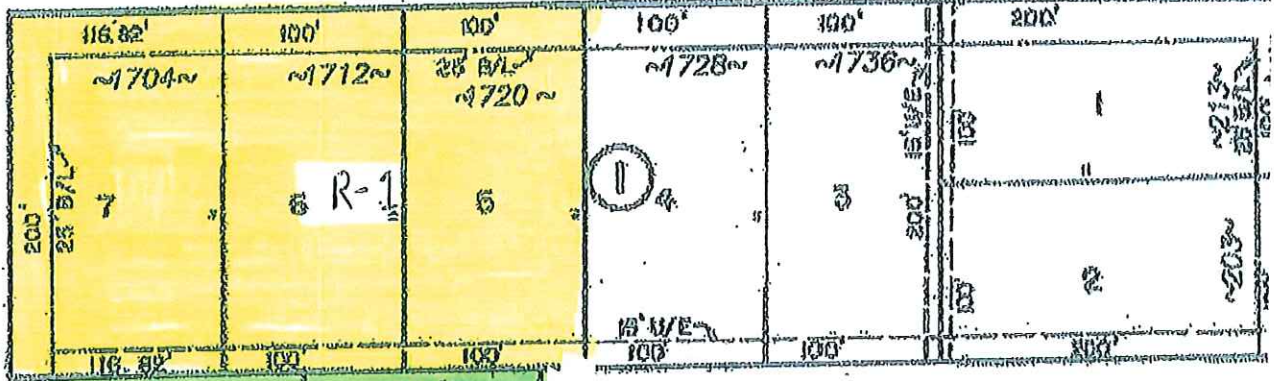


EAST

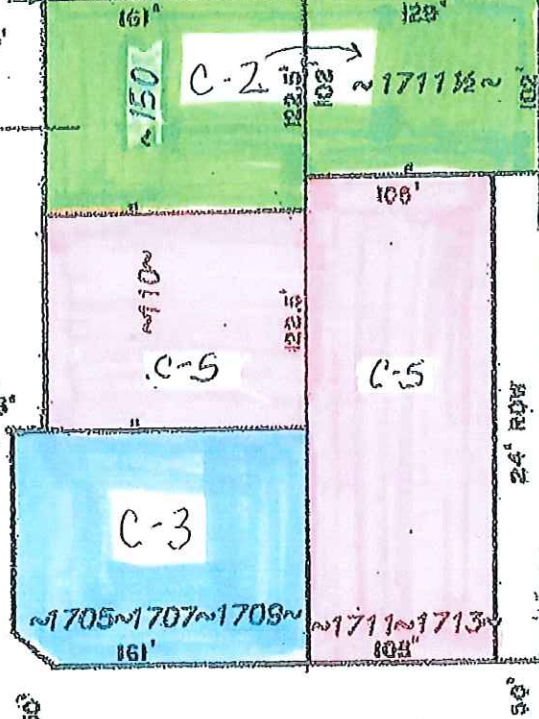
COTTONWOOD

TERRACE

200

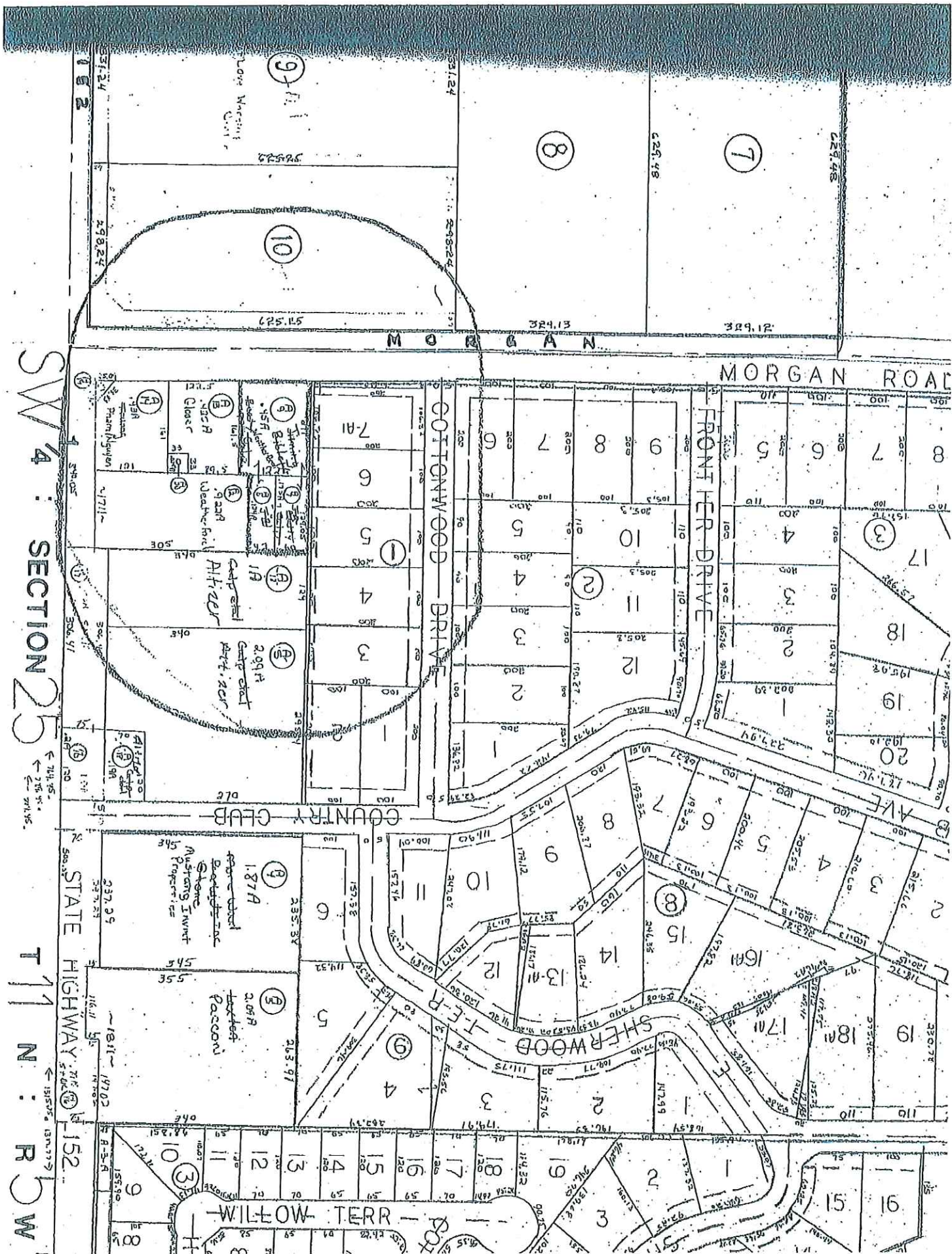


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C-2
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**PUBLIC HEARING NOTICE OF THE
MUSTANG PLANNING COMMISSION**

On Tuesday, March 14, 2017, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF REDISTRICTING

CURRENTLY ZONED: C-2, Commercial Neighborhood District
REQUESTED ZONING: C-5, Commercial Intensive District
APPLICATION BY: Harry L. & Josephine A. Weatherford
PROPERTY OWNER: Harry L. & Josephine A. Weatherford

GENERAL VICINITY OF PROPERTY: 150 N Morgan Road & 1711 1/2 E State Highway 152

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

A part of the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more fully described as follows: Beginning 211 feet East of the Southwest corner of the SW/4 along the South boundary of said SW/4; thence North 355 feet for a point of beginning; thence East 129.05 feet; thence North 60 feet; thence West 129.05 feet; thence South 60 feet to the point of beginning.

AND

Part of the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Beginning 211 feet East of the Southwest Corner and North 313 feet to the point of beginning; thence North 42 feet; thence East 129.05 feet; thence South 42 feet; thence West 129.05 feet to the point of beginning.

AND

A tract of land in the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at a point 415.00 feet North and 50 feet East of the Southwest corner of the Southwest Quarter (SW/4) of said section; thence parallel with the South line of said section, South 89 degrees 55' East, a distance of 161.00 feet; thence parallel with the West line of said section, South a distance of 122.50 feet; thence parallel with the South line of said section, North 89 degrees 55' West a distance of 161.00 feet; thence along the East R-O-W line of Morgan Road and parallel with the West line of said section, North a distance of 122.50 feet to the point of beginning.

As an interested property owner your comments are invited at the public hearing for or against the request. You may file a written petition and offer oral argument and evidence for or against granting the request.

Please feel free to call the Community Development Department at 376-9873 between 8:30 a.m. and 5:00 p.m. to make inquires about the application.

Respectfully,
Melissa Helsel, Community Development Director

ABSTRACTOR'S SPECIAL CERTIFICATE

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA, a corporation and bonded abstractor, hereby certifies:

That the following is a list of all owners of record as shown by the current year tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, to the lands surrounding and within 300 feet of:

A part of the Southwest Quarter (SW/4) of Section TWENTY-FIVE (25), Township ELEVEN (11) North, Range FIVE (5) West of the Indian Meridian, Canadian County, Oklahoma, being more fully described as follows: Beginning 211 feet East of the Southwest corner of the SW/4 along the South boundary of said SW/4; thence North 355 feet for a point of beginning; thence East 129.05 feet; thence North 60 feet; thence West 129.05 feet; thence South 60 feet to the point of beginning.

AND

Part of the Southwest Quarter (SW/4) of Section TWENTY-FIVE (25), Township ELEVEN (11) North, Range FIVE(5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Beginning 211 feet East of the Southwest corner and North 313 feet to the point of beginning; thence North 42 feet; thence East 129.05 feet; thence South 42 feet; thence West 129.05 feet to the point of beginning.

AND

A tract of land in the Southwest Quarter (SW/4) of Section TWENTY-FIVE (25), Township ELEVEN (11) North, Range FIVE (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at a point 415.00 feet North and 50 feet East of the Southwest corner of the Southwest Quarter (SW/4) of said section; thence parallel with the South line of said section, South 89 degrees 55' East, a distance of 161.00 feet; thence parallel with the West line of said section, South a distance of 122.50 feet; thence parallel with the South line of said section, North 89 degrees 55' West a distance of 161.00 feet; thence along the East R-O-W line of Morgan Road and parallel with the West line of said section, North a distance of 122.50 feet to the point of beginning.

OWNER OF RECORD: HARRY & JOSPEHINE WEATHERFORD
 1107 N MORGAN RD
 MUSTANG, OK 73064

That the addresses that are listed have been taken from the Treasurer's records of Canadian County, Oklahoma.

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

HARRY & JOSEPHINE WEATHERFORD
1107 N MORGAN RD, MUSTANG OK 73064
SW/4 25-11N-5W A#12

SOUTHWESTERN BELL TELEPHONE CO
707 N ROBINSON #500, OKC OK 73102
SW/4 25-11N-5W A#20

VAN MARIA NGUYEN
8533 S DREXEL AVE, OKC OK 73159
SW/4 25-11N-5W A#14

STATE OF OKLAHOMA
DEPT TRANS/OFF LAND ACQUISIT
200 NE 21ST ST, OKC OK 73105
SW/4 25-11N-5W A#17 & A#19
LOT 7-A-2 BLOCK 1 CANADIAN ESTATES

DAVID & CHERYL WARREN
11071 SW 119ST, MUSTANG OK 73064
SW/4 25-11N-5W A#13

BERTA ALTIZER
PO BOX 501, TUTTLE OK 73089
SW/4 25-11N-5W A#5 & A#11

MARGIE MCDOWELL LIFE ESTATE
1641 E ST HWY 152, MUSTANG OK 73064
LOT A-1 BLOCK 10 HUNKERS SUBDIVISION

WARREN & PAUL HACKER
305 N MORGAN RD, MUSTANG OK 73064
BLOCK 8 HUNKERS SUBDIVISION

THE JOHNNY C BRANCH JR AND DONALD L GIVENS JR TRUST
1846 W DAVID DR, MUSTANG OK 73064
LOT 7-A-1 BLOCK 1 CANADIAN ESTATES

BRENT & BRIDGET BOULWARE
213 N COUNTRY CLUB TER, MUSTANG OK 73064
LOT 1 BLOCK 1 CANADIAN ESTATES

ROBERT & MARY KEEN TRUSTEES
2117 W KEENS DR, MUSTANG OK 73064
LOT 2 BLOCK 1 CANADIAN ESTATES

ESTHER ALEMAN
1735 E COTTONWOOD TER, MUSTANG OK 73064
LOT 3 BLOCK 1 CANADIAN ESTATES

EDWIN & MICA CANNADY
1728 E COTTONWOOD TER, MUSTANG OK 73064
LOT 4 BLOCK 1 CANADIAN ESTATES

REGORY & BRITTANY OSBORNE
1720 E COTTONWOOD TER, MUSTANG OK 73064
LOT 5 BLOCK 1 CANADIAN ESTATES

CHRISTOPHER ULERY
1712 E COTTONWOOD TER, MUSTANG OK 73064
LOT 6 BLOCK 1 CANADIAN ESTATES

NICOLE & JAMES GIACOMO
1737 E COTTONWOOD TER, MUSTANG OK 73064
LOT 3 BLOCK 2 CANADIAN ESTATES

SHARON & GREGORY WOODS
1729 E COTTONWOOD TER, MUSTANG OK 73064
LOT 4 BLOCK 2 CANADIAN ESTATES

LINDA HOETH
1721 E COTTONWOOD TER, MUSTANG OK 73064
LOT 5 BLOCK 2 CANADIAN ESTATES

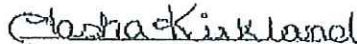
RYAN CHAPMAN
1713 E COTTONWOOD TER, MUSTANG OK 73064
EH LOTS 6 & 7 BLOCK 2 CANADIAN ESTATES

RONNIE DODSON
1705 E COTTONWOOD TER, MUSTANG OK 73064
WH LOTS 6 & 7 BLOCK 2 CANADIAN ESTATES

Due care and diligence have been exercised in preparing this report; however, no liability is assumed for the correctness or completeness of information furnished.

DATED: February 1, 2017 at 7:30 AM

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor


Authorized Signatory

Tasha Kirkland, License #2067

COMPLETED: February 13, 2017

Order No. 17196358

OLD REPUBLIC TITLE

4040 N. TULSA
Oklahoma City, OK 73112

Joint Tenancy
WARRANTY DEED
(Corporation)

KNOW ALL MEN BY THESE PRESENTS:

That JIMINY BIBLETTS, INC, a corporation, party of the first part, in consideration of the sum of TEN AND NO/100 dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto HARRY L. WEATHERFORD and JOSEPHINE A. WEATHERFORD, husband and wife as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in event of the death of either, parties of the second part, the following described real property and premises situated Canadian County, State of Oklahoma, to-wit:

A part of the Southwest Quarter (SW/4) of Section TWENTY-FIVE (25), Township ELEVEN (11) North, Range FIVE (5) West of the Indian Meridian, Canadian County, Oklahoma, being more fully described as follows: Beginning 211 feet East of the Southwest corner of the SW/4 along the South boundary of said SW/4; thence North 355 feet for a point of beginning; thence East 129.05 feet; thence North 60 feet; thence West 129.05 feet; thence South 60 feet to the point of beginning.

AND

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LESS AND EXCEPT any interest in and to all of the oil, gas and mineral rights which have been previously conveyed or reserved of record and subject to easements, restrictive covenants and rights of way of record.

RETURN TO:

HARRY L. WEATHERFORD

1107 N. Morgan Rd Mustang OK 73064

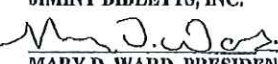
TAXES TO Same

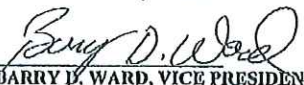
together with all the improvements thereon, and the appurtenances thereto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 25th day of April, 2016.

JIMINY BIBLETTS, INC.


MARY D. WARD, PRESIDENT


BARRY D. WARD, VICE PRESIDENT

STATE OF OKLAHOMA }
 } ss
COUNTY OF CANADIAN }

Before me, a Notary Public in and for this state, on this 25th day of April, 2016, personally appeared BARRY WARD and MARY WARD to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its PRESIDENT and VICE PRESIDENT, of JIMINY BIBLETTS, INC, and acknowledged to me that they executed the same as their free and voluntary act and deed, of such corporation, for the uses and purposes therein set forth.

Notarial Stamp Or Seal (Or Office, Title Or Rank)



File # 16183404


Signature Of Notary Public Or Other Official

CITY OF MUSTANG
AGENDA COMMENTARY

1. **ITEM:** H-2
2. **MEETING DATE:** April 4, 2017
3. **TITLE:** Discussion, consideration and possible action entering into a contract with Red Prairie Design for architectural services for project labeled Mustang Animal Shelter
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Justin Battle, Assistant City Manager
6. **BACKGROUND:**

The City of Mustang requested a proposal from Red Prairie Design for architectural services in design/expansion of the Mustang Animal Shelter. Design services would begin once contract is completed and construction is tentatively set to begin in July 2017. Attached is the standard form of agreement between the architect and the City.
7. **FINANCIAL IMPACT:** \$16,400
8. **STAFF'S COMMENTS:** Staff recommends entering into contract with Red Prairie Design.
9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of March in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mustang, Public Municipality
1501 N. Mustang Rd.
Mustang, Oklahoma 73064
Telephone Number: 405 376-3411

and the Architect:
(Name, legal status, address and other information)

Red Prairie Design Group, Professional Limited Liability Company
4557 W. Memorial Rd.
Oklahoma, City, Oklahoma 73142
Telephone Number: 405 606-1023

for the following Project:
(Name, location and detailed description)

Mustang Animal Shelter
530 West SW 59th Street
Mustang, OK 73064
Addition of a new building to increase the number of animal runs and minor interior refresh of the existing building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA2B)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information.

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date:

July 6, 2017

- 2 Substantial Completion date:

February 1, 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

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User Notes:

(3B9ADA2B)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

1 General Liability

\$4,000,000 aggregate; \$2,000,000 each occurrence; \$2,000,000 personal injury

2 Automobile Liability

Not applicable

3 Workers' Compensation

As required by State of Oklahoma statutes

4 Professional Liability

\$2,000,000 aggregate; \$1,000,000 per claim

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		

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§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation	Architect	
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;

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- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve (12) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 - COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Init.

§ 7.3.1 To the extent permitted by law, In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 To the extent permitted by law, The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent permitted by law, damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the extent permitted by law, The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$16,400.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Owner and Architect will negotiate a fixed fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Owner and Architect will negotiate a fixed fee.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

Init.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Appropriation of Funds; Payments to be made by Owner to Architect including ant indebtedness under this agreement are subject to annual budgeting and appropriation by Mustang City Council pursuant to State law. If Owners funding appropriations prohibit any payment or indebtedness incurred by the services under this agreement, Owner will notify Architect prior to incurring such expense.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

1. AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
2. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
3. Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Jay Adams, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Patrick K. Bumpas, Architect

(Printed name and title)

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AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **03/21/2017** MIA Minutes
- *2. Claims List for **FY 2017**
- *3. Approval to Turn **Past Due Utility Accounts** Over to the Collection Agency.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

G. ADJOURNMENT

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

**MUSTANG IMPROVEMENT AUTHORITY
MARCH 21, 2017**

The Mustang Improvement Authority met in regular session on Tuesday, March 21, 2017, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, March 17, 2017, at 3:00 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Schweinberg called the meeting to order at **7:16 p.m.**

B. ROLL CALL

Trustees Present: Riley
Leete
Grider
Jones
Hagan
Schweinberg

Trustees Absent: Adams

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **03/07/2017** MIA Minutes
- *2. Claims List for **FY 2017**

MOTION was made by **Trustee Grider**, seconded by **Trustee Leete**, to approve Items D-1 thru D-2 of the Consent Agenda.

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

NAY: None

E. INFORMATION/REPORTS

1. **Trustee Manager**

None

2. **Trustees**

None.

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

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

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

NAY: None

Meeting was adjourned at **7:17 p.m.**

Jay Adams, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
17-0015	01-B0024	BANCFIRST	2009 OWRB NOTES PAYABLE	3/2017	201703274905	21,939.68
17-0026	01-B0024	BANCFIRST	2013 BOND PAYMENT	3/2017	201703274904	94,156.18
17-0027	01-B0024	BANCFIRST	2009 OWRB ADMIN. FEES	3/2017	5001518	750.00
17-1025	01-G0110	CUNNINGHAM ASSOCIATES, INC.	PLAYGROUND FOR WHP	3/2017	6342003	441,829.87
17-0022	01-I0015	TYLER TECHNOLOGIES, INC	UB/COURT COMPONENTS/HOST	3/2017	025-184534-	192.00
17-0019	01-M0210	MUSTANG IMPROVEMENT	TRANSFER TO MIA RESERVE	3/2017	201703274917	40,000.00
17-0393	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	3/2017	201703294939	25.31
17-0018	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	3/2017	201703274910	6,250.00
DEPARTMENT TOTAL:						605,143.04
DEPARTMENT: 75 SEWER						
17-1507	01-00010	ONE GAS, INC.	GAS SERVICE	3/2017	201703274902	51.39
DEPARTMENT TOTAL:						51.39
DEPARTMENT: 78 SANITATION						
17-0076	01-00121	O.E.M.A.	MONTHLY SANITATION	3/2017	74605	82,804.42
DEPARTMENT TOTAL:						82,804.42
FUND TOTAL:						687,998.85