



**Mustang City Council**

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

**Mustang City Council**

# **MUSTANG CITY COUNCIL**

Tuesday, June 3, 2025 – 7:00 PM  
MUSTANG MUNICIPAL BUILDING  
1501 N. MUSTANG ROAD  
MUSTANG, OKLAHOMA 73064

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A. **CALL TO ORDER**

B. **PLEDGE OF ALLEGIANCE/INVOCATION**  
Pastor Todd Wisdom, The Vine Church

C. **ROLL CALL**

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

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

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

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

- F.1** Approval of 5-6-2025 City Council Minutes.
- F.2** \*Approval of 5-12-2025 City Council & MIA Special Meeting Minutes.
- F.3** Claims List for FY25.
- F.4** Approval to Turn Past Due Library Accounts over to Collection Agency.
- F.5** Declaring Certain Items as Surplus and Authorizing Disposal of those Items
- F.6** Approval of Interlocal Governmental Cooperation Agreement between the City of Mustang and the Canadian County Sheriff's Office for Renewal of FY 2026 Inmate Housing Agreement.

**G. INFORMATION/REPORTS**

- G.1** Presentation to Warriors for Freedom.
- G.2** Oath of Office for Police Officer Jake Baker.
- G.3** Recognition of American Legion's Employees of the Year.
- G.4** City Manager Report
- G.5** City Council Report

## **H. DISCUSSION ITEMS**

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**The following numbered items listed for consideration are included for discussion and action by the City Council. In reviewing and responding to any agenda item, the Council may, in whole or in part, adopt, approve, conditionally approve, ratify, deny, defer, amend, strike or continue any item.**  
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- H.1** \*Public Hearing and Consideration of Resolution 25-022, Approving the Fiscal Year 2025-2026 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.
- H.2** \*Consideration of the Contract and Maintenance, Statutory, & Performance Bonds for the Project Labeled SW89th Street Overlay Project
- H.3** Consideration of Ordinance No. 1319 an Ordinance of the City of Mustang, Oklahoma, declaring certain police vehicles surplus, authorizing the sale of such vehicles to other public agencies or by competitive bidding, or auction, and authorizing and directing the City Manager to execute documents to complete the transfers; and providing for severability.
- H.4** Resolution 25-023 of the City Council of the City of Mustang calling for a Special Municipal Election for the City of Mustang, Oklahoma, Pursuant to Article 2, Section 2-9 and Article 6 of the Charter of the City of Mustang, Oklahoma, and Providing for Dates and Filing Periods; Providing for Qualifications; and Providing for the Election to be Conducted by the Canadian County Election Board.
- H.5** \*Consideration of Acceptance of Bids for the Project Labeled Meadowbrook Park Sanitary Sewer Project.
- H.6** \*Consideration of Award for the Project Labeled Meadowbrook Park Sanitary Sewer Project.



- H.7** Consideration of Ordinance No.1320, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 82, Article II, By Deleting in their entirety Sec. 82-1 through 82-6; Adopting new Sec. 82-1 to State a Purpose, Sec. 82-2 to define terms, Sec. 82-3 to limit times for solicitation, excluding specific invitations or appointments, Sec. 82-4 to require orders be in duplicate, Sec. 82-5 to prohibiting solicitation on posted premises in the absence of a prior invitation or appointment, Sec. 82-6 to prohibit soliciting in roadways or public rights-of-way, unless specially permitted, Sec. 82-7 creating the no knock list and prohibit solicitation at residences on the no knock list; Deleting in their entirety Secs. 82-21 through 82-27; Adopting new Sec. 82-21 requiring solicitor permits, stating times for application, and requiring carrying of permit and photo identification, new Sec. 82-22 creating application requirements, requiring referral and background check, and establishing minimum age for solicitor permit, new Sec. 82-23 establishing permit fees, new Sec. 82-24 providing issuance, denial or revocation procedures and requirements, new Sec. 82-25 providing causes for revocation of permits, and Sec. 82-26 prohibiting transfer of permits; and, Amending Sec. 82-42 to modify exemptions from ordinance; Providing for Repealer, Providing for Severability; and Declaring an Emergency.

**I. MATTERS FOR EXECUTIVE SESSION**

**J. ADJOURNMENT**

**Note:**

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

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**Agenda Item No: F.1**

## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Tammi Noblitt

**Submitting Department:** City Clerk

**Item Type:** Minutes

**Agenda Section:** CONSENT AGENDA

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**Subject Title:**

Approval of 5-6-2025 City Council Minutes.

**Recommendation:**

**Initiator:**

Tammi Noblitt

**Background:**

Approval of May 6, 2025 City Council Minutes.

**Financial Impact:**

**Staff Comments:**

**Attachments:**

[5-6-2025 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL**  
**MAY 6, 2025**

The Mustang City Council met in regular session on Tuesday, May 6, 2025, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Thursday, May 1, 2025 at 10:17 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

**A. CALL TO ORDER**

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

**B. PLEDGE OF ALLEGIANCE/INVOCATION** - Rev. William Banowsky, Holy Spirit Catholic Church.

**C. ROLL CALL**

|                                |                |
|--------------------------------|----------------|
| <b>Councilmembers Present:</b> | <b>Ray</b>     |
|                                | <b>Leete</b>   |
|                                | <b>Wald</b>    |
|                                | <b>Balliew</b> |
|                                | <b>Sholund</b> |

|                               |              |
|-------------------------------|--------------|
| <b>Councilmembers Absent:</b> | <b>Waugh</b> |
|-------------------------------|--------------|

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

Mr. Rob Estes, 611 S. Woodland Drive.

Wanted to inform council and the community that the Lions Club has launched "KidsSight" in Mustang. This allows for preventative eye care for children. By taking a picture of the eye they will be able to identify eye disease.

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

None.

**F. CONSENT AGENDA**

- F.1 Approval of 4/1/2025 City Council Minutes.
- F.2 \*Claims List for FY2025.
- F.3 Approval to Turn Past Due Library Accounts over to Collection Agency.
- F.4 Approval of Radio System Licenses Agreement Renewal for FY 2026 between the City of Mustang and the City of Oklahoma City.
- F.5 Approval of Agreement between the City of Mustang and Mustang Public Schools to Provide School Resource Officers for 2025-2026 .

**MOTION** was made by **Councilman Leete**, seconded by **Councilman Sholund**, to Approve the Consent Agenda Items F.1 thru F.5.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

**G. INFORMATION/REPORTS**

**G.1 City Manager Report**

In addition to City Manager Report, there will be a Special Work Session meeting on May 12, 2025 to address the Annual Budget for FY 25-26.

Also, next month the American Legion will announce the Employee of the Year for both non-uniformed and uniformed employees.

The City received the Bronze Award for United Way contributions.

**G.3 Council Reports**

**Councilman Leete** received a call on permits for storm shelters

**Councilman Wald** stated it was quiet in Ward 3, attended the BBQ cookoff and had a great time.

**Councilman Balliew** stated that she had a few calls regarding flooding and damaged roads.

**Councilwoman Sholund** stated all is was quiet in Ward 6

**Vice-Mayor Ray** stated his ward was dealing with a lot of water.

**H. DISCUSSION ITEMS**

**H.1 Consideration of the City of Mustang Adopt-A-Street-Program.**

**Asst City Manager, Justin Battles** reported that staff has been working on the project for a while is now ready to roll out the project. The program offers safety training by providing vests, signs and bags for cleaning. This will be offered on a 2 year agreement with the ability to continue forward. Should be allotted within the City Limits of Mustang semi-permanent signs for the 2 year term.

**MOTION** was made by **Councilman Balliew**, seconded by **Councilman Wald**, to Accept the City of Mustang Adopt-A-Street Program.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

**H.2 OMAG 2025 Board of Elections**

**City Manager, Tim Rooney** reported that OMAG was formed in 1977 to assist municipalities. The City of Mustang utilizes OMAG for our insurance needs throughout the city. Asst City Manager, Justin Battles serves on this Board. This year there are two(2) openings available and staff recommends electing Lindsey Grigg-Moak, City Clerk in El Reno and Vickie Patterson, City Manager for Broken Bow.

**MOTION** was made by **Councilman Sholund**, seconded by **Councilman Wald**, to Elect Lindsey Grigg-Moak, City Clerk in El Reno and Vickie Patterson, City Manager for Broken Bow to the OMAG Board.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

**H.3 Consideration of Ordinance No. 1317, An Ordinance of the City of Mustang, Oklahoma, declaring a certain police vehicle surplus, authorizing the sale of such vehicle to other public agencies or by competitive bidding and authorizing and directing the City Manager to execute documents to complete the transfer; and providing for severability.**

**Police Chief, Mike Wallace** reminded Council that this is a continuation of the vehicle rotation that has been in place for the past few years.

**MOTION** was made by **Councilman Wald**, seconded by **Councilman Sholund**, to Approve Ordinance No. 1317.

**AYE: Ray, Leete, Wald, Balliew, Sholund**

**NAY: None**

- H.4 Consideration of (A) Res No. 25-021, a Resolution of the City of Mustang, Oklahoma, approving an agreement for sale between The City of Mustang and The City of Union City, for the sale of a surplus police vehicle and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfer, and Providing for Severability; and (B) an Agreement for Sale of a Surplus Police Vehicle to The Canadian County Sheriff Office.**

**Police Chief, Mike Wallace** stated that the available vehicle is scheduled to sell to The Canadian County Sheriff Office. The vehicle has under 30,000 miles and will sell for approximately \$42,000.

**MOTION** was made by **Councilman Sholund** and seconded by **Councilwoman Leete** to Approve Resolution No. 25-021, and the Agreement for Sale of Surplus Police Vehicle to The Canadian County Sheriff Office.

**AYE: Ray, Leete, Wald, Balliew, Sholund**

**NAY: None**

- H.5 Consideration of OG&E Easements for the Wild Horse Park Level III Electric Vehicle Charging Station Project.**

**Asst City Manager, Justin Battles** stated that OG&E requires easements be granted to that specific location. Reminded Council that this project was 100% funded by a grant.

**MOTION** was made by **Councilman Sholund** and seconded by **Councilwoman Balliew** to Approve the Easement to OG&E.

**AYE: Ray, Leete, Wald, Balliew, Sholund**

**NAY: None**

**H.6 Consideration of Acceptance of Bids for the Project Labeled SW 89<sup>th</sup> Street Overlay.**

**Asst City Manager, Justin Battles** stated that on April 8, 2025 the City had received nine(9) bids. These bids were opened and several were within the \$500,000 budget.

**Councilman Wald** expressed his appreciation and that he was excited to see this project start.

**Vice-Mayor Ray** agreed that this is a great project.

**MOTION** was made by **Councilman Wald** and seconded by **Councilman Sholund** to Accept the Bids for the Project Labeled SW 89<sup>th</sup> Street Overlay.

**AYE: Ray, Leete, Wald, Balliew, Sholund**

**NAY: None**

**H.7 Consideration of Award of Bids for the Project Labeled SW 89<sup>th</sup> Street Overlay Project.**

**Asst City Manager, Justin Battles** stated that on April 8, 2025 the City opened Bids on the Project Labeled SW 89<sup>th</sup> Street Overlay and staff recommends the low bid from Stryker Asphalt and Sealcoating. The City has had experience with Stryker Asphalt and Sealcoating in the past and the material listed within the bid checked out.

**MOTION** was made by **Councilman Sholund** and seconded by **Councilwoman Balliew** to Award the Bids for the Project Labeled SW 89<sup>th</sup> Street Overlay to Stryker Asphalt and Sealcoating.

**AYE: Ray, Leete, Wald, Balliew, Sholund**

**NAY: None**

- H.8 **\*Consideration of Ordinance No. 1318, an Ordinance of the City of Mustang, Oklahoma amending Chapter 2, Article I, of the ordinances of the City of Mustang by adding Section 2-3 to establish a Weather Disaster Response Fee, define a Weather Disaster Event, establish the amount of such fee, create a separate account for deposit of such fee, and establish the purposes for which the fee may be expended; Providing for Repealer, and Providing for Severability.**

**City Manage, Tim Rooney** stated that this item was actually allotted for in the 2024-2025 Budget but that the language was updated to include commercial accounts as well. The fee was previously set at .25 cents and is recommended to stay the same.

Oklahoma has increased in storm damage costs throughout the past few years and the City of Mustang has incurred approximately \$5 million during that time. The City has received reimbursement from FEMA but notes that it has incurred \$450,000.

The Weather Disaster Response Fee may only be approved by Council to address high winds, fire, ice, etc. weather related occurrences. If approved the effective date shall be 7-1-2025.

**MOTION** was made by **Councilman Leete** and seconded by **Councilman Sholund** to Approve Ordinance No. 1318 Ordinance of the City of Mustang, Oklahoma amending Chapter 2, Article I, of the ordinances of the City of Mustang by adding Section 2-3 to establish a Weather Disaster Response Fee, define a Weather Disaster Event, establish the amount of such fee, create a separate account for deposit of such fee, and establish the purposes for which the fee may be expended; Providing for Repealer, and Providing for Severability.

**AYE: Ray, Leete, Wald, Balliew, Sholund**

**NAY: None**



**I. MATTERS FOR EXECUTIVE SESSION**

**I.1 Consideration of Potential Purchase and Acceptance of Permanent Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and proposed Executive Session as Authorized by 25 Okla. Stat. 307(B)(3).**

**MOTION** was made by **Vice-Mayor Ray** and seconded by **Councilwoman Balliew** to adjourn to Executive Session.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

**MOTION** was made by **Vice-Mayor Ray** and seconded by **Councilman Wald** to return from Executive Session.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

**MOTION** was made by **Councilman Leete** and seconded by **Councilman Sholund** to authorize City Staff to negotiate up to the Appraised Value for easements as discussed in Executive Session.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

**J. ADJOURNMENT**

**MOTION** was made by **Vice-Mayor Ray**, seconded by **Councilman Sholund**, to adjourn.

**AYE: Ray, Leete, Wald, Balliew, Sholund**  
**NAY: None**

The meeting was adjourned at **7:32 p.m.**

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Michael Ray, Vice-Mayor

Attest:

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Tammi Noblitt, City Clerk



**Agenda Item No: F.2**

## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Tammi Noblitt

**Submitting Department:** City Clerk

**Item Type:** Minutes

**Agenda Section:** CONSENT AGENDA

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**Subject Title:**

\*Approval of 5-12-2025 City Council & MIA Special Meeting Minutes.

**Recommendation:**

**Initiator:**

Tammi Noblitt

**Background:**

\*Approval of May 12, 2025 City Council & MIA Special Meeting Minutes

**Financial Impact:**

**Staff Comments:**

**Attachments:**

[05-12-2025 City Council & MIA Special Meeting Minutes.pdf](#)

**MUSTANG CITY COUNCIL and  
MUSTANG IMPROVEMENT AUTHORITY  
SPECIAL MEETING  
MAY 12, 2025**

The Mustang City Council and Mustang Improvement Authority met in a Special Meeting on Monday, May 12, 2025, at 6:00 p.m. in the Mustang Community Center, Rooms C and D. Notice of the meeting was posted as required on Thursday, May 7, 2025, at 3:00 p.m in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

**A. CALL TO ORDER**

**B.**

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

**B. ROLL CALL**

|                         |         |
|-------------------------|---------|
| Councilmembers Present: | Ray     |
|                         | Wald    |
|                         | Balliew |
|                         | Sholund |

|                        |       |
|------------------------|-------|
| Councilmembers Absent: | Leete |
|                        | Waugh |

**C. DISCUSSION ITEMS**

C.1 Discussion of the Special Election process for electing a mayor.

**City Attorney, Jon Miller** informed Council the process for the election of the Mayor position which was vacated on April 30, 2025. A Resolution should be posted to the June or July 2025 Agenda to be adopted by Council. As of date, the tentative schedule is to have a Primary Election on September 9, 2025 (if needed – more than 1 candidate) and a General Election on November 18, 2025. State laws shall govern. The City of Mustang shall pay all cost to Election Board unless other items (i.e. school bond) are on the same election date. Filing date for the Resolution to the Election Board shall be 7-10-2025. Candidate filing period shall be 7-28-25 to 7-30-25. Any current sitting member that desires to file will be required to vacate their seat at least one day before filing begins.

C.2 Discussion and Review regarding the Proposed Annual Operating Budget for FY 2025-2026 for the City of Mustang and Mustang Improvement Authority.

**City Manager Rooney** and **Finance Director Watts** provided a PowerPoint overview of the FY 2025-2026 budget (PowerPoint available in City Clerk's office and online for review).

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

**D. ADJOURNMENT**

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

**AYE: Ray, Wald, Sholund, Balliew**

**NAY: None**

Meeting was adjourned at **6:54 p.m.**

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Michael Ray, Vice-Mayor

Attest:

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Tammi Noblitt, City Clerk



**Agenda Item No: F.3**

## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Ashley Neely

**Submitting Department:** Finance

**Item Type:** Approval

**Agenda Section:** CONSENT AGENDA

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**Subject Title:**

Claims List for FY25.

**Recommendation:**

Approve.

**Initiator:**

Ashley Neely

**Background:**

Claims List for FY25.

**Financial Impact:**

\$485,172.30

**Staff Comments:**

**Attachments:**

[GF CLAIMS LIST FY25.pdf](#)

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#                               | VENDOR # | NAME                           | SUMMARY DESCRIPTION       | DATE   | INVOICE       | AMOUNT   |
|-------------------------------------|----------|--------------------------------|---------------------------|--------|---------------|----------|
| DEPARTMENT: 00 MAYOR AND COUNCIL    |          |                                |                           |        |               |          |
| 25-0485                             | 01-C0108 | COWAN GROUP ENGINEERING, L     | ENGINEERING FEES          | 4/2025 | 9763B         | 1,120.00 |
| DEPARTMENT TOTAL:                   |          |                                |                           |        |               | 1,120.00 |
| DEPARTMENT: 01 CITY ATTORNEY        |          |                                |                           |        |               |          |
| 25-0799                             | 01-B0222 | BRADLEY WERNER, LLC            | COXCOM FRANCHISE RENEWAL  | 5/2025 | 24149         | 221.25   |
| 25-1672                             | 01-M0343 | JON MILLER                     | OAMA SPRING CONF PER DIEM | 5/2025 | 202505153638  | 59.00    |
| DEPARTMENT TOTAL:                   |          |                                |                           |        |               | 280.25   |
| DEPARTMENT: 11 CITY MANAGER         |          |                                |                           |        |               |          |
| 25-0296                             | 01-B0274 | HEALTH CARE SERVICE CORPORAT   | RETIREE HEALTH INSURANCE  | 5/2025 | 202505153626  | 3,317.01 |
| 25-1682                             | 01-C0120 | CITY MANAGEMENT ASSOCIATION    | CMAO SUMMER CONFERENCE    | 5/2025 | 21989         | 590.00   |
| 25-0088                             | 01-D1082 | DELTA DENTAL PLAN OF OKLAHORE  | RETIREE DENTAL INSURANCE  | 5/2025 | 202505153629  | 497.30   |
| 25-0251                             | 01-H0167 | HEALTH CARE SERVICE CORPORAC   | BRA ADMIN. FEE            | 5/2025 | 240832APR2025 | 350.00   |
| 25-0352                             | 01-I0015 | ISOLVED, INC. (FKA INFINISOIRS | 1096 FORM SUBMISSION      | 4/2025 | 8726-1        | 615.00   |
| 25-0354                             | 01-J1071 | CRUSH ENTERPRISES LLC          | CLEANING SERVICES         | 5/2025 | INV175925     | 880.00   |
| 25-0285                             | 01-M0234 | MUSTANG TIMES LLC              | LEGAL PUBLICATIONS        | 4/2025 | MT619013      | 83.70    |
| 25-0341                             | 01-S0137 | STANDARD INSURANCE COMPANY     | RETIREE VISION INSURANCE  | 5/2025 | 202505153644  | 64.24    |
| DEPARTMENT TOTAL:                   |          |                                |                           |        |               | 6,397.25 |
| DEPARTMENT: 12 LIBRARY              |          |                                |                           |        |               |          |
| 25-1409                             | 01-B1023 | BTAC UNITED ACQUISITION        | HOLBOOKS                  | 5/2025 | 5019488039    | 499.30   |
| 25-0232                             | 01-I0023 | INGRAM LIBRARY SERVICES LLC    | CYA BOOKS                 | 4/2025 | 87810448      | 593.37   |
| 25-0232                             | 01-I0023 | INGRAM LIBRARY SERVICES LLC    | CYA BOOKS                 | 5/2025 | 88038192      | 304.01   |
| 25-1297                             | 01-I0023 | INGRAM LIBRARY SERVICES LLC    | JUVENILE BOOKS            | 4/2025 | 87810449      | 85.36    |
| 25-1297                             | 01-I0023 | INGRAM LIBRARY SERVICES LLC    | JUVENILE BOOKS            | 5/2025 | 88038191      | 690.15   |
| 25-1388                             | 01-T0103 | TECH LOGIC CORPORATION         | READ SQUARED RENEWAL      | 5/2025 | INV21002908   | 449.82   |
| DEPARTMENT TOTAL:                   |          |                                |                           |        |               | 2,622.01 |
| DEPARTMENT: 13 PARKS AND RECREATION |          |                                |                           |        |               |          |
| 25-0171                             | 01-C0286 | CIVICPLUS, LLC                 | CIVIC REC SOFTWARE FEES   | 4/2025 | 335202        | 1,261.19 |
| DEPARTMENT TOTAL:                   |          |                                |                           |        |               | 1,261.19 |

| P.O.#             | VENDOR # | NAME                                                 | SUMMARY DESCRIPTION         | DATE   | INVOICE       | AMOUNT    |
|-------------------|----------|------------------------------------------------------|-----------------------------|--------|---------------|-----------|
| <hr/>             |          |                                                      |                             |        |               |           |
| DEPARTMENT: 15    |          | GENERAL GOVERNMENT                                   |                             |        |               |           |
| 25-0090           | 01-D0088 | STATE OF OKLAHOMA - DEPARTMINMATE LABOR              |                             | 4/2025 | UNCCC-3060425 | 540.00    |
| 25-1389           | 01-L1142 | LIGHTSTREAM NETWORKS, LLC METRO E                    |                             | 5/2025 | 1841          | 4,075.00  |
| 25-1689           | 01-00014 | OKLAHOMA MUNICIPAL ASSURANCAUTO/GEN LIABILITY POLICY |                             | 5/2025 | 202505153640  | 2,424.00  |
| 25-0413           | 01-S0085 | SILVER STAR CONSTRUCTION COSTREET MOWING CONTRACTOR  |                             | 4/2025 | 35464         | 78,398.34 |
| 25-0468           | 01-S0173 | STANDLEY SYSTEMS, LLC                                | COPIER LEASE/USAGE          | 4/2025 | INV1803807    | 2,731.23  |
| 25-0464           | 01-S0306 | SETH B SHAY                                          | PEST CONTROL SERVICES       | 4/2025 | 43025-3       | 760.00    |
| DEPARTMENT TOTAL: |          |                                                      |                             |        |               | 88,928.57 |
| <br>              |          |                                                      |                             |        |               |           |
| DEPARTMENT: 18    |          | TOWN CENTER                                          |                             |        |               |           |
| 25-0170           | 01-C0106 | CINTAS CORPORATION NO. 2                             | JANITORIAL SUPPLIES         | 5/2025 | 4229919536A   | 110.06    |
| 25-1545           | 01-C0106 | CINTAS CORPORATION NO. 2                             | JANITORIAL SUPPLIES         | 5/2025 | 4229919536    | 1,115.22  |
| 25-1451           | 01-D0134 | DON'S PLUMBING INC                                   | PLUMBING REPAIRS            | 5/2025 | W08878        | 815.00    |
| 25-1676           | 01-D0134 | DON'S PLUMBING INC                                   | PLUMBING REPAIRS            | 5/2025 | W08878A       | 356.60    |
| 25-0178           | 01-E0115 | ERC ACQUISITION INC.                                 | GYM WIPES                   | 5/2025 | 979807        | 199.80    |
| 25-1364           | 01-H0165 | HD SUPPLY, INC                                       | JANITORIAL SUPPLIES         | 5/2025 | 863750907     | 223.37    |
| 25-1485           | 01-H0193 | HAMPTON FIRE & SECURITY                              | PROFIRE EXTINGUISHER RECHRG | 3/2025 | 12456746      | 300.00    |
| 25-1699           | 01-H0193 | HAMPTON FIRE & SECURITY                              | PROFIRE EXTINGUISHER RECHRG | 3/2025 | 12456746A     | 40.00     |
| 25-0182           | 01-J1071 | CRUSH ENTERPRISES LLC                                | TOWN CENTER CLEANING        | 5/2025 | INV175927     | 3,595.00  |
| 25-1624           | 01-P0159 | PASCHAL HOME SERVICES, LLC                           | HVAC REPAIR EMERGENCY       | 4/2025 | 689029579     | 773.52    |
| 25-1655           | 01-P0159 | PASCHAL HOME SERVICES, LLC                           | HVAC REPAIR                 | 4/2025 | 689029579a    | 240.31    |
| 25-1533           | 01-R0129 | RED EARTH ENVIRONMENTAL                              | DISPOSAL OF BBP ITEMS       | 4/2025 | 605138        | 125.00    |
| DEPARTMENT TOTAL: |          |                                                      |                             |        |               | 7,893.88  |
| <br>              |          |                                                      |                             |        |               |           |
| DEPARTMENT: 19    |          | BALL COMPLEX                                         |                             |        |               |           |
| 25-0871           | 01-B1019 | BEN E. KEITH COMPANY                                 | CONCESSIONS - FOOD/PAPER    | 5/2025 | 66977188      | 261.08    |
| 25-1577           | 01-B1019 | BEN E. KEITH COMPANY                                 | CONCESSIONS SUPPLIES        | 5/2025 | 66968965      | 2,543.33  |
| 25-1498           | 01-C0106 | CINTAS CORPORATION NO. 2                             | JANITORIAL SUPPLIES         | 5/2025 | 4229919496    | 494.32    |
| 25-1639           | 01-I1119 | STEPHENSON WHOLESALE CO., I                          | CONCESSIONS SUPPLIES        | 4/2025 | 7982566       | 1,147.57  |
| 25-1639           | 01-I1119 | STEPHENSON WHOLESALE CO., I                          | CONCESSIONS SUPPLIES        | 5/2025 | 7984687       | 1,007.93  |
| 25-1497           | 01-P0144 | PEPSICO BEVERAGE SALES, LL                           | CONCESSIONS - DRINKS        | 4/2025 | 27818001      | 1,402.78  |
| 25-1497           | 01-P0144 | PEPSICO BEVERAGE SALES, LL                           | CONCESSIONS - DRINKS        | 5/2025 | 48303004      | 1,831.16  |
| 25-1446           | 01-P0175 | DRINK TEA HOLDCO, LLC                                | CONCESSIONS - TEA           | 5/2025 | 32            | 325.00    |
| 25-0868           | 01-P0214 | RONALD S KOLANDER                                    | JOHNNY FREEZE CUPS          | 5/2025 | 46            | 230.00    |
| 25-1368           | 01-P0214 | RONALD S KOLANDER                                    | JOHNNY FREEZE CUPS          | 5/2025 | 45            | 1,000.00  |
| 25-0673           | 01-S0355 | SUNSHINE SWEETS, LLC                                 | CONCESSIONS                 | 5/2025 | I250505291    | 406.00    |
| DEPARTMENT TOTAL: |          |                                                      |                             |        |               | 10,649.17 |



FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#                                | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE            | AMOUNT    |
|--------------------------------------|----------|-----------------------------|---------------------------|--------|--------------------|-----------|
| DEPARTMENT: 20 AQUATICS              |          |                             |                           |        |                    |           |
| 25-0859                              | 01-D0134 | DON'S PLUMBING INC          | TOILET REPLACEMENT        | 5/2025 | WO-8942            | 522.34    |
| 25-1662                              | 01-D0134 | DON'S PLUMBING INC          | DE-WINTERIZE & REPAIRS    | 5/2025 | WO-8942A           | 129.66    |
| DEPARTMENT TOTAL:                    |          |                             |                           |        |                    | 652.00    |
| DEPARTMENT: 21 FINANCE               |          |                             |                           |        |                    |           |
| 25-1463                              | 01-00170 | OKLAHOMA STATE UNIVERSITY   | OMCCA COURT CONF - SPRING | 3/2025 | 032025-0749        | 325.00    |
| 25-1692                              | 01-00170 | OKLAHOMA STATE UNIVERSITY   | OMCCA COURT CONF-SPRING   | 5/2025 | 052025-1254        | 350.00    |
| DEPARTMENT TOTAL:                    |          |                             |                           |        |                    | 675.00    |
| DEPARTMENT: 31 COMMUNITY DEVELOPMENT |          |                             |                           |        |                    |           |
| 25-0292                              | 01-C0020 | CANADIAN COUNTY CLERK       | FILING FEES FOR ABATEMENT | 5/2025 | R885950            | 20.00     |
| 25-0295                              | 01-M0234 | MUSTANG TIMES LLC           | LEGAL PUBLICATIONS        | 4/2025 | MT619014           | 71.40     |
| 25-1414                              | 01-M0234 | MUSTANG TIMES LLC           | LEGAL PUBLICATIONS        | 4/2025 | MT619015           | 54.60     |
| 25-0615                              | 01-R0092 | SHELBY NICOLE LINK          | MOWING ABATEMENT          | 5/2025 | 398                | 1,600.00  |
| DEPARTMENT TOTAL:                    |          |                             |                           |        |                    | 1,746.00  |
| DEPARTMENT: 41 POLICE                |          |                             |                           |        |                    |           |
| 25-1483                              | 01-A0039 | ASC INCORPORATED            | MISC VEHICLE PARTS        | 4/2025 | 209019             | 473.98    |
| 25-0586                              | 01-B0090 | LEEDS WEST INVESTMENT GROUP | POIL CHANGES              | 4/2025 | 036052-64434       | 682.67    |
| 25-1371                              | 01-B1017 | BENJAMIN BRAUER             | TUITION REIMBURSEMENT     | 5/2025 | 202505153627       | 850.00    |
| 25-1640                              | 01-C0330 | CARWORK, LLC                | UNIT #247 REPAIRS         | 4/2025 | 202505153628       | 928.40    |
| 25-1495                              | 01-C1068 | CDW LLC                     | GETAC LAPTOP              | 4/2025 | AD8G98B            | 4,666.34  |
| 25-0092                              | 01-C1136 | CITY OF OKLAHOMA CITY       | RADIO USAGE & MAINTENANCE | 5/2025 | ITPSC-MSTNGPD-FY25 | 7,092.72  |
| 25-1182                              | 01-C1136 | CITY OF OKLAHOMA CITY       | RADIO USAGE FEES          | 5/2025 | ITPSC-MSTNGPDFY252 | 2,550.00  |
| 25-0558                              | 01-C2004 | COMPLIANCE RESOURCE GROUP,  | NEW HIRE POLICE PHYSICAL  | 4/2025 | 88978              | 620.00    |
| 25-1619                              | 01-D0175 | RYAN TUCKER                 | VEHICLES HAIL DAMAGE      | 5/2025 | 1230               | 17,732.24 |
| 25-1674                              | 01-D0175 | RYAN TUCKER                 | HAIL DMG SEVERAL VEHICLES | 5/2025 | 1228               | 18,432.80 |
| 25-0077                              | 01-F0078 | DAIOHS USA, INC             | ICE MACHINE RENTAL & SERV | 5/2025 | OK-377023          | 135.00    |
| 25-0082                              | 01-J1071 | CRUSH ENTERPRISES LLC       | FACILITY CLEANING         | 5/2025 | INV175926          | 1,585.00  |
| 25-0087                              | 01-M0170 | DAVID L. MORRIS             | MISC. VEHICLE MAINTENANCE | 4/2025 | 254-04282025       | 270.00    |
| 25-0085                              | 01-M1160 | MOTOROLA SOLUTIONS INC      | WATCHGUARD MAINTENANCE    | 3/2025 | 1411171817         | 1,445.67  |
| 25-1570                              | 01-R0194 | ROBERT SHAWN ROBERSON       | NEW HIRE OFFICER TESTING  | 5/2025 | 202505153643       | 1,200.00  |
| 25-1606                              | 01-S0330 | STREETS, LLC                | WATER BACKFLOW PREVENTER  | 4/2025 | 40357441           | 3,266.00  |
| 25-0107                              | 01-T0029 | WEST PUBLISHING CORPORATION | CLEAR INVESTIGATIVE TOOL  | 4/2025 | 851727199          | 247.92    |
| 25-0107                              | 01-T0029 | WEST PUBLISHING CORPORATION | CLEAR INVESTIGATIVE TOOL  | 5/2025 | 851877345          | 247.92    |
| 25-0115                              | 01-T1029 | THOMAS L DAVIS              | JAIL LAUNDRY SERVICE      | 1/2025 | 000717             | 73.25     |
| 25-0115                              | 01-T1029 | THOMAS L DAVIS              | JAIL LAUNDRY SERVICE      | 3/2025 | 000774             | 109.87    |
| 25-0115                              | 01-T1029 | THOMAS L DAVIS              | JAIL LAUNDRY SERVICE      | 4/2025 | 000799             | 70.50     |
| 25-0116                              | 01-T1055 | BRANDONS TOWN PLAZA CLEANER | UNIFORM CLEANING          | 3/2025 | 202505153645       | 372.00    |
| 25-0585                              | 01-U0055 | UNIFIRST HOLDINGS INC.      | ENTRY MATS CLEANING       | 4/2025 | 2770236413         | 36.32     |
| 25-0585                              | 01-U0055 | UNIFIRST HOLDINGS INC.      | ENTRY MATS CLEANING       | 5/2025 | 2770243091         | 36.32     |
| DEPARTMENT TOTAL:                    |          |                             |                           |        |                    | 63,124.92 |

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                         | SUMMARY DESCRIPTION        | DATE   | INVOICE            | AMOUNT     |
|-------------------|----------|------------------------------|----------------------------|--------|--------------------|------------|
| DEPARTMENT: 42    |          | ANIMAL WELFARE               |                            |        |                    |            |
| 25-0565           | 01-C0232 | COPS PRODUCTS, LLC           | UNIFORMS                   | 4/2025 | 202501734          | 351.72     |
| 25-0123           | 01-D0090 | STATE OF OK - DEPT OF PUBLIC | OLETS USER FEES            | 5/2025 | LET-018754A        | 18.00      |
| 25-0125           | 01-J1071 | CRUSH ENTERPRISES LLC        | FACILITY CLEANING          | 5/2025 | INV175924          | 395.00     |
| 25-0126           | 01-P0181 | PLAN-IT FIRE, LLC            | MONTHLY ALARM MONITORING   | 5/2025 | 20251589           | 41.00      |
| 25-0127           | 01-S0330 | STREETS, LLC                 | HVAC MAINTENANCE AGREEMENT | 5/2025 | S184-0525          | 1,822.00   |
| DEPARTMENT TOTAL: |          |                              |                            |        |                    | 2,627.72   |
| DEPARTMENT: 51    |          | FIRE                         |                            |        |                    |            |
| 25-0342           | 01-A0110 | ALL SEASON BUILDING SUPPLY   | BUILDING REPAIR AND MAINT  | 4/2025 | 407355             | 23.06      |
| 25-0342           | 01-A0110 | ALL SEASON BUILDING SUPPLY   | BUILDING REPAIR AND MAINT  | 5/2025 | 408065             | 27.31      |
| 25-1558           | 01-C0009 | CITY CARBONIC LLC            | HYDROSTATIC TESTING        | 5/2025 | 0050314898         | 1,885.00   |
| 25-0139           | 01-C0065 | CASCO INDUSTRIES, INC.       | NOMEX PANTS & SHIRTS       | 5/2025 | 272692             | 35.00      |
| 25-0332           | 01-C1136 | CITY OF OKLAHOMA CITY        | RADIO USAGE AND CAPITAL    | 5/2025 | ITPSC-MSTNGFD-FY25 | 5,464.26   |
| 25-1664           | 01-F0131 | LOCALITY MEDIA, INC.         | FIRE & EMS RECORD MGMT     | 5/2025 | 4578               | 3,000.00   |
| 25-1598           | 01-N0003 | NORTH AMERICA FIRE EQUIPMENT | CERT COATS & PANTS         | 4/2025 | 1341963            | 107.29     |
| 25-1621           | 01-N0003 | NORTH AMERICA FIRE EQUIPMENT | VEHICLE MOUNT GAS MONITOR  | 4/2025 | 1342688            | 66.00      |
| 25-0326           | 01-U0055 | UNIFIRST HOLDINGS INC.       | SHOP TOWEL SERVICE         | 5/2025 | 2770243097         | 82.13      |
| DEPARTMENT TOTAL: |          |                              |                            |        |                    | 10,690.05  |
| FUND TOTAL:       |          |                              |                            |        |                    | 198,668.01 |

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                     | SUMMARY DESCRIPTION  | DATE   | INVOICE | AMOUNT   |
|-------------------|----------|--------------------------|----------------------|--------|---------|----------|
| <hr/>             |          |                          |                      |        |         |          |
| DEPARTMENT: 00    |          | ADMINISTRATION           |                      |        |         |          |
| 25-0412           | 01-S0085 | SILVER STAR CONSTRUCTION | COSTREET MAINTENANCE | 4/2025 | 35473   | 1,146.08 |
| DEPARTMENT TOTAL: |          |                          |                      |        |         | 1,146.08 |
| FUND TOTAL:       |          |                          |                      |        |         | 1,146.08 |

FUND: 07 - LIBRARY

| P.O.#                         | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT   |
|-------------------------------|----------|-----------------------------|---------------------------|--------|--------------|----------|
| DEPARTMENT: 07 ADMINISTRATION |          |                             |                           |        |              |          |
| 25-1632                       | 01-00970 | TAMMI SAUER                 | SUMMER PROGRAM            | 5/2025 | 202505153625 | 434.84   |
| 25-1294                       | 01-C1014 | CENGAGE LEARNING, INC.      | UDEMY SUBSCRIPTION        | 4/2025 | 999100307097 | 3,049.98 |
| 25-1659                       | 01-C1068 | CDW LLC                     | HP LASERJET INK           | 5/2025 | AD9HS4J      | 1,070.53 |
| 25-1635                       | 01-K0131 | MELISSA KERFOOT             | SUMMER ART PROGRAM        | 5/2025 | 202505153632 | 40.00    |
| 25-1634                       | 01-M0255 | MUSEUM OF OSTEOLOGY         | SUMMER PROGRAM            | 5/2025 | 202505153633 | 250.00   |
| 25-1459                       | 01-M0263 | MIDWEST TAPE, LLC           | NONPRINT ITEMS-COLLECTION | 4/2025 | 507103954    | 49.19    |
| 25-1654                       | 01-M0332 | ANNE CONAWAY-CAMPBELL MORAL | SUMMER ART PROGRAMS       | 5/2025 | 202505153637 | 240.00   |
| 25-1709                       | 01-O0178 | OK STATE UNIVERSITY         | SUMMER PROGRAM            | 5/2025 | 202505153641 | 500.00   |
| DEPARTMENT TOTAL:             |          |                             |                           |        |              | 5,634.54 |
| FUND TOTAL:                   |          |                             |                           |        |              | 5,634.54 |

| P.O.#             | VENDOR # | NAME                                          | SUMMARY DESCRIPTION | DATE   | INVOICE    | AMOUNT |
|-------------------|----------|-----------------------------------------------|---------------------|--------|------------|--------|
| <hr/>             |          |                                               |                     |        |            |        |
| DEPARTMENT: 41    |          | POLICE ENFORCEMENT                            |                     |        |            |        |
| 25-0041           | 01-D0090 | STATE OF OK - DEPT OF PUBLIC SAFETY, CAD SERV |                     | 5/2025 | LET-018754 | 737.00 |
| DEPARTMENT TOTAL: |          |                                               |                     |        |            | 737.00 |
| FUND TOTAL:       |          |                                               |                     |        |            | 737.00 |

| P.O.#             | VENDOR # | NAME           | SUMMARY DESCRIPTION    | DATE   | INVOICE | AMOUNT   |
|-------------------|----------|----------------|------------------------|--------|---------|----------|
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| DEPARTMENT: 00    |          | ADMINISTRATION |                        |        |         |          |
| 25-1579           | 01-B1026 | B&C APPAREL    | WARRIOR WEEKEND SHIRTS | 4/2025 | 4087    | 1,386.00 |
| DEPARTMENT TOTAL: |          |                |                        |        |         | 1,386.00 |
| FUND TOTAL:       |          |                |                        |        |         | 1,386.00 |

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                          | SUMMARY DESCRIPTION | DATE   | INVOICE | AMOUNT   |
|-------------------|----------|-------------------------------|---------------------|--------|---------|----------|
| <hr/>             |          |                               |                     |        |         |          |
| DEPARTMENT: 14    |          | ADMINISTRATION                |                     |        |         |          |
| 25-0412           | 01-S0085 | SILVER STAR CONSTRUCTION COST |                     | 4/2025 | 35473   | 6,565.03 |
|                   |          | STREET MAINTENANCE            |                     |        |         |          |
| DEPARTMENT TOTAL: |          |                               |                     |        |         | 6,565.03 |
| FUND TOTAL:       |          |                               |                     |        |         | 6,565.03 |

| P.O.#                              | VENDOR # | NAME                        | SUMMARY DESCRIPTION     | DATE   | INVOICE       | AMOUNT    |
|------------------------------------|----------|-----------------------------|-------------------------|--------|---------------|-----------|
| DEPARTMENT: 01      CITY ATTORNEY  |          |                             |                         |        |               |           |
| 25-0621                            | 01-T0029 | WEST PUBLISHING CORPORATION | WESTLAW NATIONAL EDGE   | 5/2025 | 851906782     | 372.60    |
| DEPARTMENT TOTAL:                  |          |                             |                         |        |               | 372.60    |
| DEPARTMENT: 11      CITY MANAGER   |          |                             |                         |        |               |           |
| 25-1596                            | 01-C1068 | CDW LLC                     | DESKTOP SCANNER         | 5/2025 | AD9PX5I       | 280.49    |
| DEPARTMENT TOTAL:                  |          |                             |                         |        |               | 280.49    |
| DEPARTMENT: 42      ANIMAL WELFARE |          |                             |                         |        |               |           |
| 25-1013                            | 01-L0128 | LGL ANIMAL CARE PRODUCTS,   | IDOG KENNEL GATES       | 5/2025 | 6780          | 10,768.00 |
| DEPARTMENT TOTAL:                  |          |                             |                         |        |               | 10,768.00 |
| DEPARTMENT: 51      FIRE           |          |                             |                         |        |               |           |
| 25-1649                            | 01-C1068 | CDW LLC                     | TRIPP LITE BATTERY      | 4/2025 | AD8U75P       | 252.06    |
| DEPARTMENT TOTAL:                  |          |                             |                         |        |               | 252.06    |
| DEPARTMENT: 61      STREETS        |          |                             |                         |        |               |           |
| 25-1548                            | 01-J0068 | DEERE & COMPANY             | DIESEL COMMERCIAL MOWER | 5/2025 | 117752420     | 18,262.14 |
| DEPARTMENT TOTAL:                  |          |                             |                         |        |               | 18,262.14 |
| DEPARTMENT: 72      WATER          |          |                             |                         |        |               |           |
| 25-1647                            | 01-C1068 | CDW LLC                     | OTTERBOX FOR XCOVER6    | 4/2025 | AD8QG7W       | 53.19     |
| 25-1344                            | 01-C1197 | CORE & MAIN LP              | PARTS FOR WATERLINES    | 5/2025 | CNV1000002432 | 1,610.61  |
| 25-0544                            | 01-L0052 | LOCKE SUPPLY CO             | PARTS FOR WATER LINES   | 5/2025 | 55408997-00   | 18.14     |
| DEPARTMENT TOTAL:                  |          |                             |                         |        |               | 1,681.94  |
| FUND TOTAL:                        |          |                             |                         |        |               | 31,617.23 |



| P.O.#             | VENDOR # | NAME                                                 | SUMMARY DESCRIPTION    | DATE   | INVOICE      | AMOUNT   |
|-------------------|----------|------------------------------------------------------|------------------------|--------|--------------|----------|
| <hr/>             |          |                                                      |                        |        |              |          |
| DEPARTMENT: 00    |          | ADMINISTRATION                                       |                        |        |              |          |
| 25-1657           | 01-I0053 | INDEPENDENT MEDICAL EXAMINAWC 2007-09 OFFICE VISIT   |                        | 4/2025 | 202505153631 | 293.66   |
| 25-1658           | 01-M0267 | MEDICAL CLAIMS REVIEW SERVIWC 2007-09 REPRICING FEE  |                        | 4/2025 | 202505153634 | 6.90     |
| 25-1716           | 01-M0267 | MEDICAL CLAIMS REVIEW SERVIWC 2023-08 REPRICING FEE  |                        | 5/2025 | 202505153635 | 16.85    |
| 25-1718           | 01-M0267 | MEDICAL CLAIMS REVIEW SERVIWC 2024-20 REPRICING FEE  |                        | 5/2025 | 202505153636 | 6.90     |
| 25-1717           | 01-M1237 | MCBRIDE CLINIC ORTHOPEDIC HWC 2023-08 OFFICE VISIT   |                        | 5/2025 | 202505153639 | 308.80   |
| 25-1720           | 01-O1050 | OKLAHOMA RADIOLOGY GROUP PCWC 2024-20 RADIOLOGY EXAM |                        | 5/2025 | 202505153642 | 17.23    |
| 25-1719           | 01-W0108 | SERVRX, INC.                                         | WC 2007-09 MEDICATIONS | 5/2025 | 202505153646 | 2,838.63 |
| DEPARTMENT TOTAL: |          |                                                      |                        |        |              | 3,488.97 |
| FUND TOTAL:       |          |                                                      |                        |        |              | 3,488.97 |

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                          | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT   |
|-------------------|----------|-------------------------------|---------------------------|--------|--------------|----------|
| <hr/>             |          |                               |                           |        |              |          |
| DEPARTMENT: 01    |          | CITY ATTORNEY                 |                           |        |              |          |
| 25-0303           | 01-H0045 | RALPH STEVEN HUDDLESTON       | JUDGE                     | 6/2025 | 202505283733 | 1,900.00 |
| 25-0693           | 01-M040  | MCAFFEE & TAFT A PROFESSIONAL | LEGAL SERVICES EMP MATTER | 5/2025 | 785301       | 150.00   |
| 25-0264           | 01-O0042 | MICHEAL S. OGLESBY            | CITY PROSECUTOR           | 6/2025 | 202505283738 | 800.00   |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND          | WORKERS COMP FEES         | 6/2025 | 202505283741 | 60.00    |
| DEPARTMENT TOTAL: |          |                               |                           |        |              | 2,910.00 |
| DEPARTMENT: 05    |          | INFORMATION TECHNOLOGY        |                           |        |              |          |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND          | WORKERS COMP FEES         | 6/2025 | 202505283741 | 25.00    |
| DEPARTMENT TOTAL: |          |                               |                           |        |              | 25.00    |
| DEPARTMENT: 11    |          | CITY MANAGER                  |                           |        |              |          |
| 25-0285           | 01-M0234 | MUSTANG TIMES LLC             | LEGAL PUBLICATIONS        | 5/2025 | MT619170     | 125.55   |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND          | WORKERS COMP FEES         | 6/2025 | 202505283741 | 30.00    |
| DEPARTMENT TOTAL: |          |                               |                           |        |              | 155.55   |
| DEPARTMENT: 12    |          | LIBRARY                       |                           |        |              |          |
| 25-1409           | 01-B1023 | BTAC UNITED ACQUISITION       | HOLBOOKS                  | 5/2025 | 5019504640   | 182.34   |
| 25-1714           | 01-C1068 | CDW LLC                       | INK                       | 5/2025 | AE18278      | 1,162.97 |
| 25-1297           | 01-I0023 | INGRAM LIBRARY SERVICES LLC   | JUVENILE BOOKS            | 5/2025 | 88183102     | 886.78   |
| 25-1034           | 01-S2021 | JULIE SLUPE                   | AMER LIB CONF PER DIEM    | 6/2025 | 202505283743 | 236.00   |
| DEPARTMENT TOTAL: |          |                               |                           |        |              | 2,468.09 |
| DEPARTMENT: 13    |          | PARKS AND RECREATION          |                           |        |              |          |
| 25-1532           | 01-F0078 | DAIOHS USA, INC               | MEETING SUPPLIES          | 5/2025 | OK-412380    | 53.37    |
| 25-0184           | 01-O0211 | JONATHAN GRIDER               | PREVENTATIVE MAINTENANCE  | 5/2025 | 7585         | 490.00   |
| 25-1744           | 01-O0211 | JONATHAN GRIDER               | FITNESS EQUIPMENT REPAIRS | 5/2025 | 7600         | 330.00   |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND          | WORKERS COMP FEES         | 6/2025 | 202505283741 | 170.00   |
| DEPARTMENT TOTAL: |          |                               |                           |        |              | 1,043.37 |

| P.O.#             | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT    |
|-------------------|----------|-----------------------------|---------------------------|--------|--------------|-----------|
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| DEPARTMENT: 15    |          | GENERAL GOVERNMENT          |                           |        |              |           |
| 25-0022           | 01-A1000 | ATWOOD DISTRIBUTING L.P.    | ATWOODS SALES TAX REBATE  | 6/2025 | 202505283723 | 14,461.20 |
| 25-0268           | 01-K0127 | KG SC HOLDINGS, LLC         | CASH SAVER TAX REBATE     | 6/2025 | 202505283735 | 5,000.00  |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 19,461.20 |
| DEPARTMENT: 18    |          | TOWN CENTER                 |                           |        |              |           |
| 25-0166           | 01-A0227 | ALLIED ELEVATOR SERVICES,   | IELEVATOR MAINTENANCE     | 5/2025 | 2149170      | 175.00    |
| 25-0896           | 01-A0227 | ALLIED ELEVATOR SERVICES,   | IELEVATOR REPAIRS         | 5/2025 | 2149259      | 295.00    |
| 25-1592           | 01-B0154 | ICE MAKER SALES & SERVICE   | IICE MAKER REPAIR         | 5/2025 | 1110140-IN   | 636.97    |
| 25-0170           | 01-C0106 | CINTAS CORPORATION NO. 2    | JANITORIAL SUPPLIES       | 5/2025 | 4231388184A  | 55.38     |
| 25-1661           | 01-C0106 | CINTAS CORPORATION NO. 2    | JANITORIAL SUPPLIES       | 5/2025 | 4230705252   | 530.67    |
| 25-1698           | 01-C0106 | CINTAS CORPORATION NO. 2    | JANITORIAL SUPPLIES       | 5/2025 | 4231388184   | 657.45    |
| 25-1730           | 01-D0134 | DON'S PLUMBING INC          | PLUMBING REPAIRS          | 5/2025 | WO-9023      | 318.50    |
| 25-0178           | 01-E0115 | ERC ACQUISITION INC.        | GYM WIPES                 | 5/2025 | 981315       | 199.80    |
| 25-1364           | 01-H0165 | HD SUPPLY, INC              | JANITORIAL SUPPLIES       | 5/2025 | 865906143A   | 153.71    |
| 25-1643           | 01-H0165 | HD SUPPLY, INC              | JANITORIAL SUPPLIES       | 5/2025 | 865906143    | 190.88    |
| 25-1125           | 01-N0047 | NOVALCO INC                 | SR CENTER DOOR REPAIRS    | 5/2025 | 14357954     | 389.27    |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 3,602.63  |
| DEPARTMENT: 19    |          | BALL COMPLEX                |                           |        |              |           |
| 25-0209           | 01-B0154 | ICE MAKER SALES & SERVICE   | IREFRIGERATION EQUIPMENT  | 5/2025 | 1110042-IN   | 465.40    |
| 25-1577           | 01-B1019 | BEN E. KEITH COMPANY        | CONCESSIONS SUPPLIES      | 5/2025 | 66992021     | 4,713.44  |
| 25-1746           | 01-B1019 | BEN E. KEITH COMPANY        | CONCESSIONS SUPPLIES      | 5/2025 | 66996343     | 3,729.39  |
| 25-1498           | 01-C0106 | CINTAS CORPORATION NO. 2    | JANITORIAL SUPPLIES       | 5/2025 | 4230705184   | 206.68    |
| 25-1665           | 01-C0106 | CINTAS CORPORATION NO. 2    | CONCESSIONS - JANITORIAL  | 5/2025 | 4231388068   | 206.68    |
| 25-1576           | 01-F0078 | DAIOHS USA, INC             | CONCESSIONS DRINKS        | 5/2025 | OK-386783    | 473.03    |
| 25-0881           | 01-F0144 | 405 TECHNOLOGY SOLUTIONS,   | LPOS SYSTEM               | 5/2025 | 3035         | 460.18    |
| 25-1544           | 01-G1016 | GREG BRYANT ENTERPRISES     | INCSCOREBOARD REPAIR      | 5/2025 | 22006        | 2,000.00  |
| 25-1725           | 01-G1016 | GREG BRYANT ENTERPRISES     | INCSCOREBOARD REPAIR      | 5/2025 | 22006A       | 935.41    |
| 25-1639           | 01-I1119 | STEPHENSON WHOLESALE CO.,   | ICONCESSIONS SUPPLIES     | 5/2025 | 7987920      | 1,723.76  |
| 25-1760           | 01-I1119 | STEPHENSON WHOLESALE CO.,   | ICONCESSIONS BEVERAGES    | 5/2025 | 7990511      | 1,422.90  |
| 25-1511           | 01-L0167 | JENNIFER LEMON              | USSSA TEAM REGISTRATION   | 5/2025 | JAN-00       | 480.00    |
| 25-1758           | 01-O0114 | O'CONNERS                   | LAWN EQUIPMENT            | 5/2025 | 231241       | 2,748.48  |
| 25-1497           | 01-P0144 | PEPSICO BEVERAGE SALES, LLC | CONCESSIONS - DRINKS      | 5/2025 | 17213007     | 1,695.87  |
| 25-1696           | 01-P0144 | PEPSICO BEVERAGE SALES, LLC | CONCESSION DRINK SUPPLIES | 5/2025 | 68144002     | 3,210.32  |
| 25-1446           | 01-P0175 | DRINK TEA HOLDCO, LLC       | CONCESSIONS - TEA         | 5/2025 | 36           | 750.00    |
| 25-1368           | 01-P0214 | RONALD S KOLANDER           | JOHNNY FREEZE CUPS        | 5/2025 | 47           | 1,375.00  |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND        | WORKERS COMP FEES         | 6/2025 | 202505283741 | 30.00     |
| 25-1686           | 01-S0265 | SIMPLOT AB RETAIL INC       | FERTILIZER & SOIL TESTING | 5/2025 | 218083131    | 1,698.74  |
| 25-1713           | 01-S0265 | SIMPLOT AB RETAIL INC       | CHEMICAL TREATMENT        | 5/2025 | 218083185    | 280.00    |
| 25-0673           | 01-S0355 | SUNSHINE SWEETS, LLC        | CONCESSIONS               | 5/2025 | I250521354   | 348.00    |
| DEPARTMENT TOTAL: |          |                             |                           |        |              | 28,953.28 |

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                       | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT    |
|-------------------|----------|----------------------------|---------------------------|--------|--------------|-----------|
| DEPARTMENT: 20    |          | AQUATICS                   |                           |        |              |           |
| 25-0517           | 01-S9983 | SUNBELT POOLS, INC         | CHEMICALS                 | 5/2025 | PSI014497    | 3,500.00  |
| 25-0528           | 01-S9983 | SUNBELT POOLS, INC         | CHEMICAL SUPPLIES         | 5/2025 | PSI014497B   | 1,287.20  |
| 25-1762           | 01-S9983 | SUNBELT POOLS, INC         | CHEMICALS                 | 5/2025 | PSI014497A   | 1,088.06  |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 5,875.26  |
| DEPARTMENT: 21    |          | FINANCE                    |                           |        |              |           |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND       | WORKERS COMP FEES         | 6/2025 | 202505283741 | 60.00     |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 60.00     |
| DEPARTMENT: 31    |          | COMMUNITY DEVELOPMENT      |                           |        |              |           |
| 25-1320           | 01-00096 | OKLAHOMA UNIFORM BUILDING  | CBUILDING PERMIT FEES     | 4/2025 | 202505283739 | 452.00    |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND       | WORKERS COMP FEES         | 6/2025 | 202505283741 | 30.00     |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 482.00    |
| DEPARTMENT: 41    |          | POLICE                     |                           |        |              |           |
| 25-1663           | 01-A0069 | AL'S BICYCLES              | BICYCLE FOR WRIGHT        | 5/2025 | 0119         | 765.95    |
| 25-0677           | 01-B0006 | KARBS TOWING LLC           | MISC TOWING NEEDS         | 5/2025 | 25-78638     | 75.00     |
| 25-1619           | 01-D0175 | RYAN TUCKER                | VEHICLES HAIL DAMAGE      | 5/2025 | 1235         | 12,335.08 |
| 25-0336           | 01-R0090 | RISK MANAGEMENT FUND       | WORKERS COMP FEES         | 6/2025 | 202505283741 | 750.00    |
| 25-0099           | 01-S0206 | STOLZ TELECOM, LLC         | MISC. VEHICLE EQUIPMENT R | 5/2025 | INV-005322   | 248.60    |
| 25-1089           | 01-S0330 | STREETS, LLC               | ACTUATOR MODULE - RTU1    | 5/2025 | 40521689     | 1,926.00  |
| 25-0585           | 01-U0055 | UNIFIRST HOLDINGS INC.     | ENTRY MATS CLEANING       | 5/2025 | 2770246617   | 23.07     |
| 25-1252           | 01-W0167 | DYLAN WILSON               | TUITION REIMBURSEMENT     | 5/2025 | 202505283744 | 850.00    |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 16,973.70 |
| DEPARTMENT: 42    |          | ANIMAL WELFARE             |                           |        |              |           |
| 25-1691           | 01-D0175 | RYAN TUCKER                | HAIL DAMAGE UNIT 263      | 5/2025 | 1235A        | 3,510.17  |
| 25-0001           | 01-H0182 | HALO ANIMAL HOSPITAL, PLLC | VETERINARY SERVICES       | 5/2025 | 441835       | 220.00    |
| 25-1555           | 01-H0182 | HALO ANIMAL HOSPITAL, PLLC | VETERINARY SERVICES       | 5/2025 | 442175       | 278.20    |
| 25-1068           | 01-M0340 | MWI VETERINARY SUPPLY CO   | MEDICATIONS/VACCINATIONS  | 5/2025 | 61181935     | 92.51     |
| DEPARTMENT TOTAL: |          |                            |                           |        |              | 4,100.88  |

FUND: 01 - GENERAL FUND

SUMMARY REPORT

| P.O.#                                | VENDOR # | NAME                        | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT    |
|--------------------------------------|----------|-----------------------------|---------------------------|--------|--------------|-----------|
| DEPARTMENT: 44      SUPPORT SERVICES |          |                             |                           |        |              |           |
| 25-0336                              | 01-R0090 | RISK MANAGEMENT FUND        | WORKERS COMP FEES         | 6/2025 | 202505283741 | 10.00     |
| DEPARTMENT TOTAL:                    |          |                             |                           |        |              | 10.00     |
| DEPARTMENT: 51      FIRE             |          |                             |                           |        |              |           |
| 25-1130                              | 01-E1070 | EASTERN FIRE EQUIPMENT SERV | SAW CHAIN, REPAIR/SHARPEN | 5/2025 | INV3285442   | 50.72     |
| 25-0337                              | 01-O0025 | O'REILLY AUTOMOTIVE STORES, | VEHICLE REPAIR AND MAINT. | 5/2025 | 0309-376798  | 39.97     |
| 25-0336                              | 01-R0090 | RISK MANAGEMENT FUND        | WORKERS COMP FEES         | 6/2025 | 202505283741 | 445.00    |
| DEPARTMENT TOTAL:                    |          |                             |                           |        |              | 535.69    |
| FUND TOTAL:                          |          |                             |                           |        |              | 86,656.65 |

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                     | SUMMARY DESCRIPTION | DATE   | INVOICE     | AMOUNT |
|-------------------|----------|--------------------------|---------------------|--------|-------------|--------|
| <hr/>             |          |                          |                     |        |             |        |
| DEPARTMENT: 00    |          | ADMINISTRATION           |                     |        |             |        |
| 25-1530           | 01-G0110 | PLAYCORE WISCONSIN, INC. | PLAYGROUND PARTS    | 5/2025 | PJI-0268478 | 515.00 |
| DEPARTMENT TOTAL: |          |                          |                     |        |             | 515.00 |
| FUND TOTAL:       |          |                          |                     |        |             | 515.00 |

FUND: 07 - LIBRARY

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                                            | SUMMARY DESCRIPTION       | DATE   | INVOICE      | AMOUNT   |
|-------------------|----------|-------------------------------------------------|---------------------------|--------|--------------|----------|
| <hr/>             |          |                                                 |                           |        |              |          |
| DEPARTMENT: 07    |          | ADMINISTRATION                                  |                           |        |              |          |
| 25-1567           | 01-E0078 | EXTREME ANIMALS OF OKLAHOMAPROGRAM              |                           | 5/2025 | 202505283729 | 350.00   |
| 25-1628           | 01-G0030 | GENERAL FUND                                    | ODL STATE AID FUNDS       | 6/2025 | 202505283730 | 2,364.00 |
| 25-1637           | 01-K0078 | KIDSHINE INTERNATIONAL, LLCSTORYTELLING PROGRAM |                           | 5/2025 | 202505283734 | 395.00   |
| 25-1459           | 01-M0263 | MIDWEST TAPE, LLC                               | NONPRINT ITEMS-COLLECTION | 5/2025 | 507174620    | 47.19    |
| DEPARTMENT TOTAL: |          |                                                 |                           |        |              | 3,156.19 |
| FUND TOTAL:       |          |                                                 |                           |        |              | 3,156.19 |

FUND: 11 - PARK'S DONATION

SUMMARY REPORT

| P.O.#             | VENDOR #       | NAME                     | SUMMARY DESCRIPTION | DATE   | INVOICE | AMOUNT   |
|-------------------|----------------|--------------------------|---------------------|--------|---------|----------|
| <hr/>             |                |                          |                     |        |         |          |
| DEPARTMENT: 00    | ADMINISTRATION |                          |                     |        |         |          |
| 25-1650           | 01-B1026       | B&C APPAREL              | SUMMER CAMP SHIRTS  | 5/2025 | 4121    | 2,312.38 |
| 25-1687           | 01-M0283       | MUSTANG YOUTH SPORTS INC | WARRIOR WKND RINGS  | 5/2025 | 110     | 1,950.00 |
| DEPARTMENT TOTAL: |                |                          |                     |        |         | 4,262.38 |
| FUND TOTAL:       |                |                          |                     |        |         | 4,262.38 |



FUND: 18 - DEFINED CONTRIBUTION PLAN

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME         | SUMMARY DESCRIPTION      | DATE   | INVOICE      | AMOUNT     |
|-------------------|----------|--------------|--------------------------|--------|--------------|------------|
| <hr/>             |          |              |                          |        |              |            |
| DEPARTMENT: 16    |          | TRANSFERS    |                          |        |              |            |
| 25-1694           | 01-G0030 | GENERAL FUND | TRANSFER TO GENERAL FUND | 6/2025 | 202505283732 | 100,000.00 |
| DEPARTMENT TOTAL: |          |              |                          |        |              | 100,000.00 |
| FUND TOTAL:       |          |              |                          |        |              | 100,000.00 |

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                        | SUMMARY DESCRIPTION      | DATE   | INVOICE     | AMOUNT    |
|-------------------|----------|-----------------------------|--------------------------|--------|-------------|-----------|
| <hr/>             |          |                             |                          |        |             |           |
| DEPARTMENT: 15    |          | GENERAL GOVERNMENT          |                          |        |             |           |
| 25-1742           | 01-A2016 | APPTEGY, INC.               | AI CHATBOX SOFTWARE      | 5/2025 | INV31026    | 13,500.00 |
| DEPARTMENT TOTAL: |          |                             |                          |        |             | 13,500.00 |
| DEPARTMENT: 20    |          | AQUATICS                    |                          |        |             |           |
| 25-1684           | 01-D0134 | DON'S PLUMBING INC          | INSTALLATION PEX PIPE    | 5/2025 | WO-8983     | 19,200.00 |
| DEPARTMENT TOTAL: |          |                             |                          |        |             | 19,200.00 |
| DEPARTMENT: 41    |          | POLICE                      |                          |        |             |           |
| 25-1358           | 01-Y0040 | YUKON TROPHY & AWARDS INC   | DECALS - NEW TAHOES      | 5/2025 | 525138      | 5,990.00  |
| DEPARTMENT TOTAL: |          |                             |                          |        |             | 5,990.00  |
| DEPARTMENT: 61    |          | STREETS                     |                          |        |             |           |
| 25-1551           | 01-P0215 | PINNACLE CONSULTING MANAGEM | RIGHT-OF-WAY ACQUISITION | 5/2025 | 1-89-1-1    | 1,100.00  |
| DEPARTMENT TOTAL: |          |                             |                          |        |             | 1,100.00  |
| DEPARTMENT: 72    |          | WATER                       |                          |        |             |           |
| 25-0544           | 01-L0052 | LOCKE SUPPLY CO             | PARTS FOR WATER LINES    | 5/2025 | 55461150-00 | 136.33    |
| 25-1343           | 01-P0049 | PIONEER SUPPLY, LLC         | WATERLINE PARTS          | 5/2025 | INV82123    | 1,287.89  |
| DEPARTMENT TOTAL: |          |                             |                          |        |             | 1,424.22  |
| FUND TOTAL:       |          |                             |                          |        |             | 41,214.22 |

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

| P.O.#             | VENDOR # | NAME                                               | SUMMARY DESCRIPTION | DATE   | INVOICE | AMOUNT |
|-------------------|----------|----------------------------------------------------|---------------------|--------|---------|--------|
| <hr/>             |          |                                                    |                     |        |         |        |
| DEPARTMENT: 00    |          | ADMINISTRATION                                     |                     |        |         |        |
| 25-0349           | 01-H0174 | HEALTHSMART BENEFIT SOLUTIONWORKERS COMP SERV FEES |                     | 4/2025 | 404020  | 125.00 |
| DEPARTMENT TOTAL: |          |                                                    |                     |        |         | 125.00 |
| FUND TOTAL:       |          |                                                    |                     |        |         | 125.00 |

## JUNE 2025 VISA

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

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



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Julie Slupe

**Submitting Department:** Library

**Item Type:** Approval

**Agenda Section:** CONSENT AGENDA

---

**Subject Title:**

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

**Recommendation:**

Approve.

**Initiator:**

Julie Slupe

**Background:**

Past Due Accounts for May 2025.

**Financial Impact:**

\$745.88

**Staff Comments:**

**Attachments:**

[May 2025 Collections Agency City Council Copy.pdf](#)

[illegible]



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Janet Watts

**Submitting Department:** Finance

**Item Type:** Approval

**Agenda Section:** CONSENT AGENDA

---

**Subject Title:**

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

**Recommendation:**

Approve.

**Initiator:**

Janet Watts, Finance Director

**Background:**

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

**Financial Impact:**

\$20,937 write-off

**Staff Comments:**

**Attachments:**

[disposals 6-3-25.xlsx](#)

SCHEDULE OF SURI  
Fo

| FA     | Governmental Assets               |            | Expense     |
|--------|-----------------------------------|------------|-------------|
| Number | Description:                      | Condition: | Account     |
| 2624   | 2010 CABINET/LIGHTS CHIEF VEHICLE | POOR       | 01-551-5664 |
| 2646   | 2011 MONITOR V PAGER SYSTEM       | POOR       | 39-551-5971 |



CITY OF MUSTANG  
PLUS - CAPITAL ASSETS (FULLY DEPRECIATED)  
for the year ending June 30, 2025

| Cat | Serial # | Council Appr<br>To Surplus | Primary<br>Location | Original<br>Cost | Write Off<br>Amount |
|-----|----------|----------------------------|---------------------|------------------|---------------------|
| 40  | NA       | YES                        | FIRE                | 13,467.00        | 13,467.00           |
| 40  | NA       | YES                        | FIRE                | 7,470.00         | 7,470.00            |
|     |          |                            |                     | 20,937.00        | 20,937.00           |

balance amount'

Fully/Partial      Approval    HOW  
Deprec              Date        DISPOSED

|   |          |          |
|---|----------|----------|
| - | 6/3/2025 | DISPOSED |
| - | 6/3/2025 | DISPOSED |

0.00



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Mike Wallace

**Submitting Department:** Police Department

**Item Type:** Approval

**Agenda Section:** CONSENT AGENDA

---

**Subject Title:**

Approval of Interlocal Governmental Cooperation Agreement between the City of Mustang and the Canadian County Sheriff's Office for Renewal of FY 2026 Inmate Housing Agreement.

**Recommendation:**

Approval

**Initiator:**

Mike Wallace

**Background:**

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

**Financial Impact:**

**Staff Comments:**

Staff recommends approval

**Attachments:**

[CCSO Interlocal Agreement.pdf](#)

# CANADIAN COUNTY SHERIFF'S OFFICE

Chris West  
*Sheriff*



Kevin L. Ward  
*Undersheriff*

## INTER-LOCAL GOVERNMENTAL COOPERATION AGREEMENT For Canadian County Oklahoma

This agreement, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Canadian County Sheriff's Office**, hereinafter referred to as "**County**," and the **City of Mustang**, hereinafter referred to as the "**City**," the execution of which being duly authorized by and approved by the respective governing body of each such entity by appropriate resolution, witnessed:

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

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

### I. Term of Agreement

The terms of this agreement shall be from July 1, 2025, to June 30, 2026, and renewable thereafter on a year-to-year basis at the option of the parties. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

### II. Statement of Services

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

### III. County Responsible for Safe and Secure Custody

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

#### **IV. Town Responsible for Records**

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

#### **V. Basic Medical Care**

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

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

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

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

#### **VI. Cost Per Day**

The cost per day for each **City** prisoner detained and cared for in the **County jail facility** to be paid by the **City** to **County** shall be **Fifty-Seven (\$57.00) Dollars per day** for each prisoner for the term hereof. A day, for the purpose of this agreement, is a calendar or any part thereof, and not a twenty-four (24) hour time period. Said rate is subject to re-negotiation and adjustment in the event this agreement is renewed or extended at the expiration hereof.

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

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

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

## **VII. Billing Period**

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

## **VIII. Hold Harmless Clause**

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

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

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

Approved by **Mustang** City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Police Chief**

\_\_\_\_\_  
**Deputy City Clerk**

\_\_\_\_\_  
**Canadian County Sheriff**

**Canadian County Commissioners**

\_\_\_\_\_ **Tomas Manske, Chairperson**

\_\_\_\_\_ **Tracy Rider, Member**

\_\_\_\_\_ **Lacey Dawson, Member**

**Approved as to form and content:**

\_\_\_\_\_  
**Walter Mendgen**  
**Assistant District Attorney**  
**Canadian County**



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Janet Watts

**Submitting Department:** Managerial Department

**Item Type:** Resolution

**Agenda Section:** DISCUSSION ITEMS

---

**Subject Title:**

\*Public Hearing and Consideration of Resolution 25-022, Approving the Fiscal Year 2025-2026 Budget for the City of Mustang, Mustang Improvement Authority and Related Funds.

**Recommendation:**

Approve.

**Initiator:**

Janet Watts, Finance Director

**Background:**

A resolution of the governing body of the City of Mustang, Oklahoma, Budget for the Fiscal Year 2025-2026 and establishing budget amendment authority.

The City of Mustang has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in O.S. Sections 17-201 through 17-216; and the City Manager has prepared a budget for the fiscal year ending June 30, 2026 (fiscal year 2025-2026) consistent with the Act; and in section 17-215 provides the Chief Executive Office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and the budget has been formally presented to the Mustang City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and the governing body has conducted a Public Hearing on the proposed budget for the fiscal year ending June 30, 2026, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act.

**Financial Impact:**

\$123,152,466

**Staff Comments:**



**Attachments:**

[Res 25-022 Approval of FY 25-26 Annual Budget.pdf](#)

## **RESOLUTION 25-022**

### **A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF MUSTANG, OKLAHOMA, BUDGET FOR THE FISCAL YEAR 2025-2026 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY.**

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

**Whereas**, the City Manager has prepared a budget for the fiscal year ending June 30, 2026 (fiscal year 2025-2026) consistent with the Act; and

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

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

**Whereas**, the governing body has conducted a Public Hearing on the proposed budget for the fiscal year ending June 30, 2026, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act, and

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

**Section 1:** The City Council of the City of Mustang does hereby adopt the fiscal year 2025-2026 budget on the 3rd day of June 2025 with total resources available in the amount of \$123,152,466 and total fund/departmental appropriations of \$123,152,466 (including reserves of \$30,751,325). Legal appropriations (spending and/or encumbering limits) hereby established as provided in **Appendix A** to this Resolution.

**Section 2:** The City Council does hereby authorize the City Manager, or designee, to transfer any unexpended and unencumbered appropriations, at any time throughout fiscal year 2025-2026, from one department to another within a fund, without further approval by the City Council.

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

PASSED AND APPROVED this **3rd** day of **June 2025**.

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Vice-Mayor, Michael Ray

ATTEST:

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City Clerk

| <b>APPENDIX A<br/>CITY OF MUSTANG<br/>PROPOSED BUDGET<br/>FY 2025-2026</b> |                     |                        |                         |                     |                   |                         |                    |
|----------------------------------------------------------------------------|---------------------|------------------------|-------------------------|---------------------|-------------------|-------------------------|--------------------|
|                                                                            | <b>Fund 01</b>      | <b>Special Revenue</b> | <b>Fund 39</b>          | <b>Fund 27</b>      | <b>Enterprise</b> | <b>Fund 69</b>          |                    |
|                                                                            | <b>General Fund</b> | <b>Funds</b>           | <b>Capital Projects</b> | <b>Debt Service</b> | <b>Funds</b>      | <b>Internal Service</b> | <b>Total Funds</b> |
|                                                                            |                     |                        | <b>Fund</b>             | <b>Fund</b>         |                   | <b>Fund</b>             |                    |
| BEGINNING FUND BALANCE                                                     | \$ 9,000,000        | \$ 2,745,000           | \$ 2,500,000            | \$ 200,000          | \$ 22,180,000     | \$ 1,110,000            | \$ 37,735,000      |
| NET WORKING CAPITAL - PROJECTED                                            |                     |                        |                         |                     |                   |                         |                    |
| 2017 Restricted Carryover                                                  |                     |                        |                         |                     | 640,000           |                         | 640,000            |
| 2020 Restricted Carryover                                                  |                     |                        |                         |                     | 580,000           |                         | 580,000            |
| RESOURCES:                                                                 |                     |                        |                         |                     |                   |                         |                    |
| Ad Valorem Taxes                                                           |                     |                        |                         | 287,000             |                   |                         | 287,000            |
| Grants                                                                     |                     |                        |                         |                     |                   |                         |                    |
| Charges for Services                                                       | 1,570,000           |                        |                         |                     | 12,624,000        |                         | 14,194,000         |
| Other Fees                                                                 |                     | 8,000                  |                         |                     |                   | 145,620                 | 153,620            |
| Tax and Franchise Fees                                                     | 20,423,000          |                        |                         |                     | 15,500,000        |                         | 35,923,000         |
| Licenses and Permits                                                       | 346,100             |                        |                         |                     |                   |                         | 346,100            |
| Fines                                                                      | 357,000             | 3,000                  |                         |                     |                   |                         | 360,000            |
| Interest Income                                                            | 310,000             | 101,800                | 200,000                 | 6,000               | 1,511,000         | 50,000                  | 2,178,800          |
| ARPA Grants                                                                |                     |                        |                         |                     | 6,700,000         |                         | 6,700,000          |
| Miscellaneous Revenues                                                     | 683,796             | 200,000                | 400,000                 |                     | 255,150           | 60,000                  | 1,598,946          |
| Transfers                                                                  | 12,294,000          | 1,240,000              | 2,730,000               |                     | 6,192,000         |                         | 22,456,000         |
| Total Resources                                                            | 35,983,896          | 1,552,800              | 3,330,000               | 293,000             | 42,782,150        | 255,620                 | 84,197,466         |
| Total Available for Appropriations                                         | 44,983,896          | 4,297,800              | 5,830,000               | 493,000             | 66,182,150        | 1,365,620               | 123,152,466        |
| APPROPRIATIONS:                                                            |                     |                        |                         |                     |                   |                         |                    |
| Admin                                                                      |                     | 56,000                 |                         |                     |                   |                         | 56,000             |
| Mayor and Council                                                          | 120,841             |                        |                         |                     |                   |                         | 120,841            |
| City Attorney                                                              | 333,963             |                        | 995                     |                     |                   |                         | 334,958            |
| Information Technology                                                     | 186,845             |                        | 113,350                 |                     |                   |                         | 300,195            |
| City Manager                                                               | 1,355,179           |                        | 117,000                 |                     |                   |                         | 1,472,179          |
| Library                                                                    | 605,964             | 55,000                 | 15,800                  |                     |                   |                         | 676,764            |
| Parks and Recreation                                                       | 1,491,430           | 67,100                 | 275,850                 |                     |                   |                         | 1,834,380          |
| General Government                                                         | 2,182,050           |                        | 182,000                 |                     | 8,032,350         | 260,000                 | 10,656,400         |
| Town Center                                                                | 431,070             |                        | 175,600                 |                     |                   |                         | 606,670            |
| Ball Complex                                                               | 804,722             |                        | 185,090                 |                     |                   |                         | 989,812            |
| Aquatics                                                                   | 437,173             |                        | 51,500                  |                     |                   |                         | 488,673            |
| Finance                                                                    | 985,277             |                        | 2,000                   |                     |                   |                         | 987,277            |
| Community Development                                                      | 776,405             |                        | 95,774                  |                     |                   |                         | 872,179            |
| Police                                                                     | 4,651,862           | 167,812                | 886,599                 |                     |                   |                         | 5,706,273          |
| Animal Welfare                                                             | 334,338             |                        | 10,600                  |                     |                   |                         | 344,938            |
| Highway Safety Grant (OSHO)                                                | 5,385               |                        |                         |                     |                   |                         | 5,385              |
| Support Services                                                           | 875,590             |                        | 10,500                  |                     |                   |                         | 886,090            |
| Fire                                                                       | 4,226,302           |                        | 699,113                 |                     |                   |                         | 4,925,415          |
| Streets, Drainage & Sidewalk Improvements                                  | 244,500             | 1,009,000              | 545,000                 |                     |                   |                         | 1,798,500          |
| Water                                                                      |                     |                        | 166,000                 |                     | 5,984,400         |                         | 6,150,400          |
| Sewer                                                                      |                     |                        | 70,000                  |                     | 1,322,000         |                         | 1,392,000          |
| Sanitation                                                                 |                     |                        |                         |                     | 1,859,000         |                         | 1,859,000          |
| Water & Sewer Infrastructures                                              |                     |                        |                         |                     | 6,859,445         |                         | 6,859,445          |
| Capital Improvements                                                       |                     |                        |                         |                     |                   |                         | 0                  |
| Debt Service                                                               |                     |                        |                         | 269,835             | 3,771,132         |                         | 4,040,967          |
| 2017 Construction Projects                                                 |                     |                        |                         |                     | 640,000           |                         | 640,000            |
| 2020 Construction Projects                                                 |                     |                        |                         |                     | 580,000           |                         | 580,000            |
| Transfers                                                                  | 15,935,000          | 994,400                |                         |                     | 20,887,000        |                         | 37,816,400         |
| Total Appropriations                                                       | \$ 35,983,896       | \$ 2,349,312           | \$ 3,602,771            | \$ 269,835          | \$ 49,935,327     | \$ 260,000              | \$ 92,401,141      |
| Projected Ending Fund Balance                                              |                     |                        |                         |                     |                   |                         |                    |
| Net Working Capital                                                        | \$ 9,000,000        | \$ 1,948,488           | \$ 2,227,229            | \$ 223,165          | \$ 16,246,823     | \$ 1,105,620            | \$ 30,751,325      |

#### NOTICE OF PUBLIC HEARING OF PROPOSED BUDGET

A public hearing on the FY 2025-2026 City of Mustang budget will be held at 7:00 p.m. on June 3, 2025, at Mustang City Hall for the purpose of discussing the City budget for the fiscal year beginning July 1, 2025. The public hearing is open to the public and citizen comments on the proposed budget will be welcome. Copies of the proposed FY 2025-2026 budget are available for review in the Office of the City Clerk, Public Library and City's Website @ [www.cityofmustang.org](http://www.cityofmustang.org)



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** David Russell

**Submitting Department:** Managerial Department

**Item Type:** Approval

**Agenda Section:** DISCUSSION ITEMS

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**Subject Title:**

\*Consideration of the Contract and Maintenance, Statutory, & Performance Bonds for the Project Labeled SW89th Street Overlay Project

**Recommendation:**

Recommend Approval

**Initiator:**

David Russell

**Background:**

Stryker Asphalt was selected as the lowest qualified bidder to complete the work for the SW 89th Street Overlay Project between Clear Springs Rd. & Czech Hall Rd. They have submitted their contract and bonds for approval.

**Financial Impact:**

\$312,601.55

**Staff Comments:**

Staff Recommends Approval of the Contract and Bonds

**Attachments:**

[SW89thOverlay\\_Bonds.pdf](#)

[SW89thOverlay\\_Bonds.pdf](#)

[SW89thOverlay\\_Contract.pdf](#)

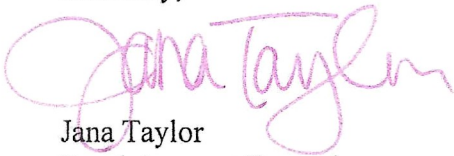
May 20, 2025

To Whom It May Concern:

Please note that the Bonds and Powers of Attorney remain undated at this time since the Contract has not been fully executed. Upon execution of the Contract, please date the Bonds and Powers of Attorney with the same date as the Contract. Please forward a copy of the dated Contract and a copy of dated and executed bonds for our records at the below email or mailing address.

If you have any questions or need additional information, please let us know.

Sincerely,



Jana Taylor  
Bond Account Executive  
PH: (405) 556-2267  
Email: [jana.taylor@insurica.com](mailto:jana.taylor@insurica.com)

Enclosures

## PERFORMANCE BOND

Bond No.: 77472

KNOW ALL MEN BY THESE PRESENTS:

That Stryker Asphalt & Sealcoating, LLC as Principal, and Western National Mutual Insurance Company, a Corporation organized under the laws of the State of Minnesota and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Mustang in the penal sum of Three Hundred Twelve Thousand Six Hundred One and 50/100 Dollars (\$312,601.50) in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 21 day of May, 2025

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with THE CITY OF MUSTANG dated \_\_\_\_\_, 20\_\_\_\_, for:

### SW 89TH STREET OVERLAY

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

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

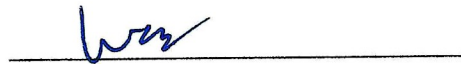
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:



PRINCIPAL: Stryker Asphalt & Sealcoating LLC



BY: Wacey Snider  
Its: member

Surety:

Address of Surety or Agent:

\_\_\_\_\_

Western National Mutual Insurance Company



PO Box 1463

By: \_\_\_\_\_

Attorney-in-Fact, Jana M. Taylor

Minneapolis, MN 55440

Telephone No. (952) 835-5350

APPROVED as to form this 21 day of May, 2025.

\_\_\_\_\_  
CITY ATTORNEY

APPROVED by The City of Mustang this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 77472

That we, Stryker Asphalt & Sealcoating LLC as Principal, and Western National Mutual Insurance Company as Surety, authorized and, where required, licensed to transact business in the State of Minnesota, are held and firmly bound unto THE STATE OF OKLAHOMA, and for the use and benefit of the CITY OF MUSTANG, OKLAHOMA, in the sum of Three Hundred Twelve Thousand Six Hundred One and 50/100 Dollars (\$312,601.50), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated May 21st, 2025, for the SW 89th STREET OVERLAY (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

NOW, THEREFORE, if said Principal shall, in all particulars, properly and promptly complete the work and/or improvement in accordance with the Contract, pay all indebtedness the Principal incurs for the Principal's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and pay for the repair of and parts for equipment the Contract requires the Principal to furnish, and protect and save harmless said City of Mustang, State of Oklahoma, from any pecuniary loss resulting from the breach of any of the covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect. If Principal shall fail or neglect to pay all indebtedness incurred by Principal or subcontractors of Principal who perform work in the performance of said contract for labor, materials, rental and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond the amount so due and unpaid. It is expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the surety, or any of them, from the obligations of this Bond.

[Remainder of page intentionally left blank.]

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

Dated this 21 day of May, 2025

PRINCIPAL Stryker Asphalt & Sealcoating LLC

ATTEST:

[Signature]  
Secretary

BY: Wacey Snider

Its: member

SURETY

Western National Mutual Insurance Company

ATTEST:

[Signature]  
~~Secretary~~ Danielle Furman, Witness

By: [Signature]  
Its Attorney-in-fact, Jana M. Taylor



REVIEWED APPROVED by THE CITY OF MUSTANG this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Municipal Counselor

## MAINTENANCE BOND

Bond No.: 77472

KNOW ALL MEN BY THESE PRESENTS:

That we, Stryker Asphalt & Sealcoating LLC, as Principal, and Western National Mutual Insurance Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Three Hundred Forty Three Thousand Eight Hundred Sixty One and 65/100 Dollars (\$ 343,861.65), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21 day of May, 2025 The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: SW 89th STREET OVERLAY (the "Contract"), all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

Maintenance Bond

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



ATTEST: 

Stryker Asphalt & Sealcoating LLC

BY: Wally Snyder  
Its: member

Its:

Address of Surety or Agent:

Minneapolis, MN 55440



Jeram. Taylor

Attorney-in-Fact

Telephone No. (952) 835-5350

APPROVED as to form this 21 day of May, 2025.

CITY ATTORNEY

APPROVED by The City of Mustang this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY CLERK

MAYOR

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Jana M. Taylor, Cassidy H. Scott, Dillon B. Rosenhamer, John G. Hester, Glen A. Tolentino, Lantz A. Shetley,

Michael F. Ross, Jeffrey J. Burton, Colton Zajac, Chris Paine

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

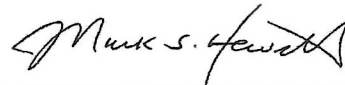
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



Jennifer A. Young, Secretary

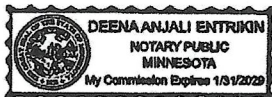




Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Deena Anjali Entrikin, Notary Public  
My commission expires January 31, 2029

**CERTIFICATE**

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this \_\_\_\_\_ day of \_\_\_\_\_,

Jennifer A. Young, Secretary



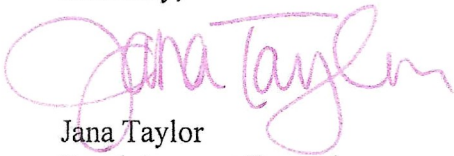
May 20, 2025

To Whom It May Concern:

Please note that the Bonds and Powers of Attorney remain undated at this time since the Contract has not been fully executed. Upon execution of the Contract, please date the Bonds and Powers of Attorney with the same date as the Contract. Please forward a copy of the dated Contract and a copy of dated and executed bonds for our records at the below email or mailing address.

If you have any questions or need additional information, please let us know.

Sincerely,



Jana Taylor  
Bond Account Executive  
PH: (405) 556-2267  
Email: [jana.taylor@insurica.com](mailto:jana.taylor@insurica.com)

Enclosures



## PERFORMANCE BOND

Bond No.: 77472

KNOW ALL MEN BY THESE PRESENTS:

That Stryker Asphalt & Sealcoating, LLC as Principal, and Western National Mutual Insurance Company,  
a Corporation organized under the laws of the State of Minnesota  
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound  
unto the City of Mustang in the penal sum of Three Hundred Twelve Thousand Six Hundred One and 50/100 Dollars (\$312,601.50)  
in lawful money of the United States of America, such sum being equal to the contract price for the  
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors,  
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 21 day of May, 2025

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with THE CITY OF MUSTANG dated  
\_\_\_\_\_, 20\_\_\_\_, for:

### SW 89TH STREET OVERLAY

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

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

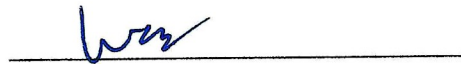
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said  
Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of  
releasing the sureties, or any of them, from the obligations of this Bond.

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

ATTEST:



PRINCIPAL: Stryker Asphalt & Sealcoating LLC



BY: Wacey Snider  
Its: member

Surety:

Address of Surety or Agent:

\_\_\_\_\_

Western National Mutual Insurance Company



PO Box 1463

By: \_\_\_\_\_

Attorney-in-Fact, Jana M. Taylor

Minneapolis, MN 55440

Telephone No. (952) 835-5350

APPROVED as to form this 21 day of May, 2025.

\_\_\_\_\_  
CITY ATTORNEY

APPROVED by The City of Mustang this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No.: 77472

That we, Stryker Asphalt & Sealcoating LLC, as Principal, and Western National Mutual Insurance Company, as Surety, authorized and, where required, licensed to transact business in the State of Minnesota, are held and firmly bound unto THE STATE OF OKLAHOMA, and for the use and benefit of the CITY OF MUSTANG, OKLAHOMA, in the sum of Three Hundred Twelve Thousand Six Hundred One and 50/100 Dollars (\$312,601.50), in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Mustang, State of Oklahoma, dated May 21st, 2025, for the SW 89th STREET OVERLAY (the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

NOW, THEREFORE, if said Principal shall, in all particulars, properly and promptly complete the work and/or improvement in accordance with the Contract, pay all indebtedness the Principal incurs for the Principal's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and pay for the repair of and parts for equipment the Contract requires the Principal to furnish, and protect and save harmless said City of Mustang, State of Oklahoma, from any pecuniary loss resulting from the breach of any of the covenants and conditions of said Contract resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect. If Principal shall fail or neglect to pay all indebtedness incurred by Principal or subcontractors of Principal who perform work in the performance of said contract for labor, materials, rental and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond the amount so due and unpaid. It is expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the surety, or any of them, from the obligations of this Bond.

[Remainder of page intentionally left blank.]

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

Dated this 21 day of May, 2025

PRINCIPAL Stryker Asphalt & Sealcoating LLC

ATTEST:

[Signature]  
Secretary

BY: Wacey Snider

Its: member

SURETY

Western National Mutual Insurance Company

ATTEST:

[Signature]  
~~Secretary~~ Danielle Furman, Witness

By: [Signature]  
Its Attorney-in-fact, Jana M. Taylor



REVIEWED APPROVED by THE CITY OF MUSTANG this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Municipal Counselor

## MAINTENANCE BOND

Bond No.: 77472

KNOW ALL MEN BY THESE PRESENTS:

That we, Stryker Asphalt & Sealcoating LLC, as Principal, and Western National Mutual Insurance Company as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of Three Hundred Forty Three Thousand Eight Hundred Sixty One and 65/100 Dollars (\$ 343,861.65), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 21 day of May, 2025 The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: SW 89th STREET OVERLAY (the "Contract"), all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

Maintenance Bond

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



ATTEST: 

Stryker Asphalt & Sealcoating LLC

BY: Wally Snyder  
Its: member

Its:

Address of Surety or Agent:

Minneapolis, MN 55440



Jeram. Taylor

Attorney-in-Fact

Telephone No. (952) 835-5350

APPROVED as to form this 21 day of May, 2025.

CITY ATTORNEY

APPROVED by The City of Mustang this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK

MAYOR

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Jana M. Taylor, Cassidy H. Scott, Dillon B. Rosenhamer, John G. Hester, Glen A. Tolentino, Lantz A. Shetley,

Michael F. Ross, Jeffrey J. Burton, Colton Zajac, Chris Paine

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

*Jennifer A. Young*

Jennifer A. Young, Secretary

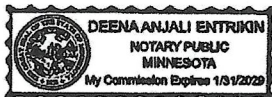


*Mark S. Hewitt*

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Deena A. Entrikin*

Deena Anjali Entrikin, Notary Public  
My commission expires January 31, 2029

**CERTIFICATE**

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

*Jennifer A. Young*



Signed and sealed at the City of Edina, MN this \_\_\_\_\_ day of \_\_\_\_\_,

Jennifer A. Young, Secretary



## PUBLIC IMPROVEMENT CONTRACT

THIS PUBLIC IMPROVEMENT CONTRACT, made and entered into this 22 day of May, 2025 by and

between the City of Mustang, Mustang, Oklahoma, party of the first part, hereinafter termed "Owner", and

Stryker Asphalt party of the second part, hereafter termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents and has received sealed proposals for furnishing materials, labor, and equipment for completion of the Project (as defined below).

WHEREAS, this project consists of furnishing all required materials, supplies, equipment, and tools and perform all necessary labor and services for the construction of the SW 89th STREET OVERLAY (the "Project").

WHEREAS, the work shall be done in accordance with specifications on file in the City Clerk's Office as outlined and set out in the bidding documents (which are incorporated into this Contract and constitute a part hereof) and in accordance with the terms, specifications, plans, and provisions of this said Contract; and,

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

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

- 1) That the Contractor hereby agrees to furnish all tools, equipment, materials, services and labor, and to build and complete the above-described Project in accordance with the specifications therefore on file in the office of the City Clerk of Mustang, Oklahoma, and with the bid documents.
- 2) That the Owner shall pay the Contractor for the work performed, as follows:
  - a. Payment for this project will be on a unit price basis for the Contract amount.
  - b. Incidental construction items shall not be paid for directly, but shall be included in the bid price.
  - c. At the end of construction, the Contractor will make written estimates of the materials in place and accepted of the work performed in accordance with the contract. Payments to the Contractor shall be in the amount of the estimate minus any retainage as permitted by law.
  - d. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, payment will be withheld until the defects are remedied.
  - e. The Contractor's bid is hereby made a part of this Agreement.
- 3) That the City of Mustang reserves the right to add or subtract from the amount of work performed. The amount for work to be performed or deducted shall be determined by the Owner at a rate agreed to by both parties by the execution of a Change Order, as allowed by law.
- 4) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Contract unless additional materials or work are authorized by a written work directive change; and in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to compensation therefor whatsoever.



- 5) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefor at a rate agreed to by both parties in the execution of the Change Order.
- 6) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall meet such requirements. In the event the Owner or its engineer rejects any work or materials as being noncompliant with the contract specifications, the Contractor shall replace the work and materials without compensation therefore by the Owner.
- 7) The Contractor shall secure all necessary permits or licenses to carry out this work and he shall pay all lawful fees, taxes, etc., in connection with the work.
- 8) The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations; and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of and at no additional cost to the Owner. The Contractor shall protect all existing structures and property (such as irrigation, landscaping, etc.) from such damage and shall provide bracing, shoring, or other work necessary for such protection.
- 9) The Contractor shall complete the work in accordance within a period of time not to exceed 60 calendar days following the issuance by the City of Mustang Notice to Proceed authorizing the Contractor to commence work on the Project. The contract time allowed for completion of the Project, as specified in the bid, expressed in consecutive calendar days, is that time estimated for completion and related testing of all items of work based on a 40-hour work week. Normal inclement weather days have been included in the contract time estimate.
- 10) The Contractor shall furnish bonds and certificates of insurance as specified in the "Instruction to Bidders" and/or the "General Provisions", which must be approved by the Owner prior to issuance of the Work Order and commencement of the work on the project. The required bonds include statutory, performance and maintenance bonds in compliance with 61 Okla. Stat. § 113, executed by a surety duly licensed by the State of Oklahoma.
- 11) On completion of the work, but prior to the acceptance thereof by the City of Mustang, it shall be the duty of the City Engineer, or other appropriate person designated by Owner, to determine that said work has been completely and fully performed in accordance with this Contract; and upon making such determination shall make his final certificate to the City of Mustang.
- 12) Contractor and its subcontractors shall at all times comply with all applicable laws (including, but not limited to, the Federal Mine Safety and Health Act of 1977 or the Occupational Safety and Health Act of 1970, whichever is applicable), ordinances, rules, regulations, codes and orders of the United States, any state, county or any executive or administrative agency thereof and any other governmental body having any jurisdiction over the work and with the safety rules and regulations of the Authority in force at the facility, and all materials, equipment, and work shall comply therewith. All required personal safety items, including gloves, protective headgear, steel-toed footwear, and safety glasses shall be provided by the Contractor at no expense to the Authority.
- 13) Contractor shall execute and provide to Owner such documents and assurances that may be requested by Owner and as may be necessary or required by Owner in order to comply with any funding or other legal requirements.
- 14) Liquidated Damages shall be paid by the Contractor at the rate of \$500 per each and every calendar day required by him to complete the contract in excess of the contract time.



15) Contractor shall execute a written verification attached hereto as Appendix A.

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

APPROVED by The City of Mustang this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

"OWNER"

CITY OF MUSTANG

By: \_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CITY ATTORNEY

"CONTRACTOR"

If an Individual: (signature) \_\_\_\_\_

Doing business as: \_\_\_\_\_

If a Partnership: (signature) Wm \_\_\_\_\_

By (Printed Name and Title): Wacey Snider - member

Names of other partners: Shane McNelly

If a Corporation/LLC: (signature) \_\_\_\_\_

By (Printed Name and Title): \_\_\_\_\_

ATTEST:

[Signature]  
Secretary

(CORPORATE SEAL)

Business Address of Contractor

8424 SW 23rd Pl  
Oklahoma City, OK 73128





## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Mike Wallace

**Submitting Department:** Police Department

**Item Type:** Ordinance

**Agenda Section:** DISCUSSION ITEMS

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**Subject Title:**

Consideration of Ordinance No. 1319 an Ordinance of the City of Mustang, Oklahoma, declaring certain police vehicles surplus, authorizing the sale of such vehicles to other public agencies or by competitive bidding, or auction, and authorizing and directing the City Manager to execute documents to complete the transfers; and providing for severability.

**Recommendation:**

Approve

**Initiator:**

Mike Wallace

**Background:**

The Police Department has four police vehicles that it desires to declare surplus. These vehicles are intended to be sold to various entities.

**Financial Impact:**

\$165,000

**Staff Comments:**

Staff recommends approval

**Attachments:**

[Ord 1319 Authorizing Sale of Police Vehicles - June 2025.pdf](#)

## ORDINANCE 1319

**AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, DECLARING CERTAIN POLICE VEHICLES SURPLUS, AUTHORIZING THE SALE OF SUCH VEHICLES TO OTHER PUBLIC AGENCIES OR THROUGH COMPETITIVE BID OR AUCTION; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE DOCUMENTS TO COMPLETE THE TRANSFERS; AND PROVIDING FOR SEVERABILITY.**

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

### SECTION 1. PURPOSE.

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

| <u>Unit No.</u> | <u>Year</u> | <u>Make and Model</u> | <u>VIN</u>            | <u>Value</u> |
|-----------------|-------------|-----------------------|-----------------------|--------------|
| 242             | 2021        | Chevrolet Tahoe       | VIN 1GNSCLED9MR275419 | \$40,000     |
| 246             | 2021        | Chevrolet Tahoe       | VIN 1GNSCLED8MR278697 | \$40,000     |
| 248             | 2022        | Chevrolet Tahoe       | VIN 1GNSCLED7NR232537 | \$45,000     |
| 244             | 2021        | Chevrolet Tahoe       | VIN 1GNSCLED1MR275544 | \$40,000     |

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

### SECTION 2. SALE OF VEHICLES.

The Canadian County Sheriff’s Office, the Union City Police Department and the City of Weatherford Police Department have expressed a need for and a desire to purchase one or more of the Vehicles. Sec. 2-197(2) of the Mustang Code of Ordinances authorizes the sale of surplus equipment whose total value does not exceed \$50,000.00 in a single transaction when sold to a public agency as defined in 74 Okla. Stat. § 1003, as amended. The City desires to sell the Vehicles to one or more of the named public agencies to enhance their ability to provide protective services to the public and thereby to cooperatively increase the public safety efforts of all parties. The City of Mustang and the Canadian County Sheriff’s Office, the Union City Police Department and the City of Weatherford Police Department are “public agencies” as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, of the Oklahoma Statutes.

Pursuant to Section 4-4 of the Charter of the City of Mustang, and Sec. 2-197(2) of the Code of Ordinances, the City Council hereby authorizes the sale of the Vehicle to the Canadian County Sheriff’s Office, or to some other public agency, for the value set forth above. In the event the Vehicles are not purchased by these or other public agencies, they shall be sold by

competitive bidding pursuant to Sec. 2-194 of the Code of Ordinances.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND APPROVED this 3<sup>rd</sup> day of June, 2025.

\_\_\_\_\_  
Michael Ray, Vice Mayor

ATTEST:  
[SEAL]

\_\_\_\_\_  
Tammi Noblitt, City Clerk

APPROVED as to form this 3<sup>rd</sup> day of June, 2025.

\_\_\_\_\_  
Jonathan E. Miller, City Attorney



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Jon Miller

**Submitting Department:** Law

**Item Type:** Resolution

**Agenda Section:** DISCUSSION ITEMS

---

**Subject Title:**

A Resolution of the City Council of the City of Mustang calling for a Special Municipal Election for the City of Mustang, Oklahoma, Pursuant to Article 2, Section 2-9 and Article 6 of the Charter of the City of Mustang, Oklahoma, and Providing for Dates and Filing Periods; Providing for Qualifications; and Providing for the Election to be Conducted by the Canadian County Election Board.

**Recommendation:**

Approval of Resolution

**Initiator:**

Jon Miller, City Attorney

**Background:**

The Charter of the City of Mustang provides a process for electing a person to complete the term of a resigned mayor. Section 2.9(c) of the Charter provides: "When a vacancy occurs in the office of Mayor, a special election shall be held to fill that vacancy." This Resolution calls for both a primary election and a general election for the remainder of the mayor's term. The date of the primary and general special elections will be September 9 and November 18, 2025, respectively. The Resolution will establish a filing period for mayoral candidates of Monday, July 28 through Wednesday, July 30, 2025. The elections will be conducted by the Canadian County Election Board. This Resolution must be filed with the Canadian County Election Board by July 10, 2025. The City will pay all costs of the special election as required by 26 Okla. Stat. Â§ 13-111.

**Financial Impact:**

Estimated \$10,000 to \$20,000.

**Staff Comments:**

City Attorney recommends approval.



**Attachments:**

[Res 25- Calling for Special Election for Vacancy in Office of Mayor \(060325\).pdf](#)

RESOLUTION NO. 25-023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG CALLING FOR A SPECIAL MUNICIPAL ELECTION FOR THE CITY OF MUSTANG, OKLAHOMA, PURSUANT TO ARTICLE 2, SECTION 2-9 AND ARTICLE 6 OF THE CHARTER OF THE CITY OF MUSTANG, OKLAHOMA, AND PROVIDING FOR DATES AND FILING PERIODS; PROVIDING FOR QUALIFICATIONS; AND PROVIDING FOR THE ELECTION TO BE CONDUCTED BY THE CANADIAN COUNTY ELECTION BOARD.**

**WHEREAS**, that Article 2, Section 2-9 of the Charter of the City of Mustang provides for a special municipal election to fill a vacancy in the office of Mayor; and

**WHEREAS**, Article 6 provides for non-partisan elections, provides for primary and general elections, and provides that the State Constitution and Law applicable to City elections shall govern as applicable and not superseded by the Charter of the City of Mustang; and

**WHEREAS**, the County Election Board will hold the election.

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

1. That a primary election shall be held on **Tuesday, September 9, 2025** to nominate candidates for **Mayor** to complete the current term of the resigned Mayor, which shall end on the First Monday in May, 2027. The **Mayor** will be elected at large by qualified voters in the City of Mustang.

2. That a general election shall be held on **Tuesday, November 18, 2025** to elect the **Mayor** to complete the current term of the resigned Mayor, which shall end on the First Monday in May, 2027. The **Mayor** will be elected at large by qualified voters in the City of Mustang.

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

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

5. That the period for filing for the office of Mayor shall begin on **Monday, July 28, 2025 at 8:00 a.m. and close on Wednesday, July 30, 2025 at 4:30 p.m.\*** Filing for office shall be with the Secretary of the Canadian County Election Board in El Reno, Oklahoma.

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

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

The above and foregoing Resolution was duly ADOPTED AND APPROVED by the City Council and Mayor of the City of Mustang this 3<sup>rd</sup> day of June 2025.

---

Michael Ray  
Vice Mayor

Attest:

---

Tammi Noblitt  
City Clerk

\*NOTE: Filing begins no earlier than 8:00 a.m. on Monday, July 28, 2025 and ends no later than 4:30 p.m. on the next succeeding Wednesday (three full days) with the Secretary of the County Election Board prior to the primary election. Also, 60 days notice of Election must be given to the Election Board by filing approved copies of this Resolution.



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** David Russell

**Submitting Department:** Managerial Department

**Item Type:** Approval

**Agenda Section:** DISCUSSION ITEMS

---

**Subject Title:**

\*Consideration of Acceptance of Bids for the Project Labeled Meadowbrook Park Sanitary Sewer Project.

**Recommendation:**

Recommend acceptance of bids.

**Initiator:**

David Russell

**Background:**

The City of Mustang held a bid opening on May 22, 2025 for the Meadowbrook Park Sanitary Sewer Project. In total 7 bids were submitted for the project. The ss-read bids are attached.

**Financial Impact:**

0

**Staff Comments:**

Staff Recommends Acceptance of the bids for this project.

**Attachments:**

[As-Read Bids.pdf](#)



# CITY OF MUSTANG BID OPENING

AS-READ BIDS

Project Name: Meadowbrook Park Sanitary Sewer Project  
Project Number: N/A  
Bid Opening: Thursday, May 22, 2025 @ 10:00:00 AM

Bidder

As-Read Bid

United Trenching Inc  
Bear Creek Construction LLC  
Grade Work Construction LLC  
M & T Septic & Backhoe  
Patriot Construction  
Brewer Construction OK LLC  
Mowney Contracting LLC

\$ 121,150<sup>00</sup>  
\$ 60,242<sup>00</sup>  
\$ 78,092<sup>00</sup>  
\$ 149,716<sup>00</sup>  
\$ 115,900<sup>00</sup>  
\$ 82,410<sup>00</sup>  
\$ 144,645<sup>00</sup>



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** David Russell

**Submitting Department:** Managerial Department

**Item Type:** Approval

**Agenda Section:** DISCUSSION ITEMS

---

**Subject Title:**

\*Consideration of Award for the Project Labeled Meadowbrook Park Sanitary Sewer Project.

**Recommendation:**

Recommend approval.

**Initiator:**

David Russell

**Background:**

The City and its engineering team have reviewed the seven submitted bids for the project. Bear Creek Construction LLC, the lowest bidder, included three references with their submission. Of the three references provided by Bear Creek Construction, two were local municipalities that did not offer favorable recommendations. The third reference, a local school district, noted that Bear Creek had served as a subcontractor on one of their projects. The school district referred us to the project's prime contractor for further information. Upon contact, the prime contractor provided a favorable recommendation for Bear Creek Construction in their role as a subcontractor. Based on the attached Engineer's Recommendation, we recommend the project be awarded to the second lowest bidder, Grade Work Construction, LLC, at their bid price of \$78,092.00.

**Financial Impact:**

78092.00

**Staff Comments:**

Staff recommends the project be awarded to Grade Work Construction, LLC.

**Attachments:**

[Bear Creek Construction LLC bid.pdf](#)

[Grade Work Construction LLC bid.pdf](#)

[14-216 039 Bid Tabulation.pdf](#)



Bear Creek Construction LLC  
600 W Commerce Rd  
Clinton, OK 73601

Rec'd 9:30a  
5-22-25  
JNoblett

City of Mustang  
Meadowbrook Park Sanitary Sewer Extension  
Project Number: 14-216:039

## STATEMENT OF QUALIFICATIONS

Bear Creek Construction  
Bidder

600 W Commerce Rd  
Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Piedmont lagoons.  
OWNER: City of Piedmont ADDRESS: \_\_\_\_\_  
DATE STARTED: 10-1-24 DATE COMPLETED: 5-1-25  
APPROX. QUANTITIES OF MAJOR ITEMS: 2800' 12" SDR 35  
8-MH, triplex Effluent Boxes, & Double  
VALUE OF CONTRACT: 1.5 Mil
2. NAME OF PROJECT: Mustang Middle School  
OWNER: Mustang ADDRESS: \_\_\_\_\_  
DATE STARTED: 10-10-24 DATE COMPLETED: 2-1-25  
APPROX. QUANTITIES OF MAJOR ITEMS: 1200' water & fire, 600'  
8" SDR, 3000' storm sewer  
VALUE OF CONTRACT: 1 Mil
3. NAME OF PROJECT: Goldsby water  
OWNER: Town of Goldsby ADDRESS: \_\_\_\_\_  
DATE STARTED: 3-1-24 DATE COMPLETED: 11-27-24  
APPROX. QUANTITIES OF MAJOR ITEMS: 2500' water & Bores.  
\_\_\_\_\_  
VALUE OF CONTRACT: \_\_\_\_\_
4. NAME OF PROJECT: \_\_\_\_\_  
OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_  
\_\_\_\_\_  
VALUE OF CONTRACT: \_\_\_\_\_

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



## BID PROPOSAL FORM

### CITY OF MUSTANG/MUSTANG IMPROVEMENT AUTHORITY BID NOTICE: 14-216:039

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

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

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in 120 days (stipulated in the Contract Agreement) from the date of the issuance by the City Engineer of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: three thousand, twelve. DOLLARS \$ 3,012.00 which the undersigned agrees is to be forfeited to and become the property of the City of Mustang/Mustang Improvement Authority, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Mustang/Mustang Improvement Authority.

DATED this 22 day of May 20 25

Signature: Seth Battiato

Name and Title Seth Battiato Estimator

Company: Bear Creek Construction Circle one: Corporation / Partnership / (Individual)

Address: 600 W Commerce Rd Clinton, OK 73601

Phone: 405-448-0880 Fax: N/A E-mail Address: bids@bearcreekconstruction.com

Federal Tax I.D.: 85-1139494

Attest: [Signature]  
Secretary

Corporate Seal  
(if applicable)

# Acknowledgement Page

Addendum #1

May 16, 2025

**Project:** City of Mustang  
Meadowbrook Park Sanitary Sewer Extension  
Project Number: 14-216:039  
Bid Closing Date: May 22, 2025  
Mustang, Oklahoma

Company: Bear Creek Construction LLC

Name: Seth Battiato

Signature: 

Title: Estimator

Date: 5-22-25

## BID SCHEDULE – ADDENDUM #1

### Meadowbrook Park Sanitary Sewer Extension 14-216:039

#### BASE BID

| ITEM | DESCRIPTION                               | QTY | UNIT | UNIT PRICE | TOTAL COST |
|------|-------------------------------------------|-----|------|------------|------------|
| 1    | MOBILIZATION                              | 1   | LSUM | 8,500      | 8,500      |
| 2    | CLEARING & GRUBBING                       | 1   | LSUM | 3,000      | 3,000      |
| 3    | 8" SDR 35 PVC PIPE BY TRENCHING           | 476 | LF   | 38         | 18,088     |
| 4    | TRENCHING 0' TO 10'                       | 476 | LF   | 7          | 3,332      |
| 5    | 4' DIAMETER MANHOLE                       | 3   | EA   | 1,578      | 4,734      |
| 6    | CUT AND CONNECT EXISTING LINE             | 1   | LSUM | 1,400      | 1,400      |
| 7    | SERVICE CONNECTION                        | 4   | EA   | 750        | 3,000      |
| 8    | SERVICE CONNECTION LOCATE                 | 1   | LSUM | 2,500      | 2,500      |
| 9    | CUT, PLUG, AND ABANDON SERVICE CONNECTION | 4   | EA   | 400        | 1,600      |
| 10   | HYDROMULCH                                | 110 | SY   | 7.60       | 836        |
| 11   | POST-INSTALLATION VIDEO INSPECTION        | 476 | LF   | 2          | 952        |
| 12   | LEAKAGE AND DEFLECTION TESTING            | 1   | LSUM | 2,100      | 2,100      |
| 13   | BYPASS PUMPING                            | 1   | LSUM | 4,600      | 4,600      |
| 14   | TEMPORARY EROSION AND SEDIMENT CONTROL    | 1   | LSUM | 3,800      | 3,800      |
| 15   | CONSTRUCTION SIGNING AND TRAFFIC CONTROL  | 1   | LSUM | 1,800      | 1,800      |

**ALL ITEMS TO INCLUDE APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERABLE SYSTEM AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.**

TOTAL BASE BID \$ 60,242

TOTAL BASE BID IN WORDS Sixty thousand, two hundred forty two.

## BID BOND

We, the undersigned, Bear Creek Construction, LLC, as Principal, and Merchants National Bonding, Inc., as Surety, are hereby held and firmly bound unto City of Mustang/Mustang Improvement Authority, as Owner, in the penal sum of Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this 22nd day of May 20 25.

The condition of the above obligation is such that, whereas the Principal has submitted to City of Mustang/Mustang Improvement Authority, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for the Meadowbrook Park Sanitary Sewer Extension;

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Bear Creek Construction, LLC

  
Principal

Merchants National Bonding, Inc.  
Surety



By:   
Becky Killman, Attorney-in-Fact

ATTEST: (if by corporation)

\_\_\_\_\_

\_\_\_\_\_  
Type Name & Title

Corporate Seal

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



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

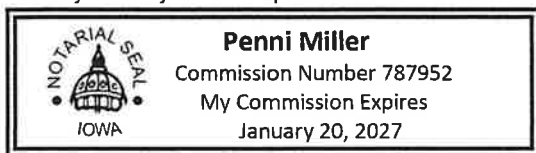
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of May, 2025.



*Elisabeth Sandersfeld*

Secretary

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OK )  
COUNTY OF Custer ) SS.

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

NO

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

NO

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

NO

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

Seth Battiato  
Contractor Signature

Seth Battiato  
Printed Name/Title

SUBSCRIBED AND SWORN TO before me this 20 day of May 2025

Amber Lee  
Notary Public

(Seal)



My commission expires:

11/3/27

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

## CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age, or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be cancelled, terminated, or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements.

*This form must be fully completed and signed  
by the Contractor or Contractor's Authorized Agent.*

Bear creek construction llc

Name of individual, Partnership, Limited Liability Company,  
Or Corporation, herein called "Contractor"



Signature of Contractor or Contractor's Authorized Agent

Seth Battisto Estimator

Type or Print name and title of person who signed above.

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

NON-COLLUSION AFFIDAVIT

STATE OF OK )  
COUNTY OF Custer ) SS.

Seth Battiatto of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the firm of Deer Creek Construction to submit the above Contract to the City of Mustang/Mustang Improvement Authority.

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

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

[Signature]  
Contractor Signature  
Seth Battiatto Estimator  
Printed Name/Title

SUBSCRIBED and SWORN TO before me this 20 day of May 2025

[Signature]  
Notary Public



My Commission Expires:

1/13/27

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

Grade Work Construction LLC  
10700 Black Hawk Rd.  
Edmond, OK 73025

City of Mustang  
Meadowbrook Park Sanitary Sewer Extension  
Project # 14-216:039  
1501 N Mustang Rd.  
Mustang, OK 73064

Rec'd 9:35a  
5-22-20  
Anish



## BID SCHEDULE – ADDENDUM #1

### Meadowbrook Park Sanitary Sewer Extension 14-216:039

#### BASE BID

| ITEM | DESCRIPTION                               | QTY | UNIT | UNIT PRICE | TOTAL COST |
|------|-------------------------------------------|-----|------|------------|------------|
| 1    | MOBILIZATION                              | 1   | LSUM | 2,500      | 2,500      |
| 2    | CLEARING & GRUBBING                       | 1   | LSUM | 1,500      | 1,500      |
| 3    | 8" SDR 35 PVC PIPE BY TRENCHING           | 476 | LF   | 12.00      | 5,712      |
| 4    | TRENCHING 0' TO 10'                       | 476 | LF   | 70.00      | 33,320     |
| 5    | 4' DIAMETER MANHOLE                       | 3   | EA   | 6,000      | 18,000     |
| 6    | CUT AND CONNECT EXISTING LINE             | 1   | LSUM | 2,500      | 2,500      |
| 7    | SERVICE CONNECTION                        | 4   | EA   | 500        | 2,000      |
| 8    | SERVICE CONNECTION LOCATE                 | 1   | LSUM | 1,000      | 1,000      |
| 9    | CUT, PLUG, AND ABANDON SERVICE CONNECTION | 4   | EA   | 500        | 2,000      |
| 10   | HYDROMULCH                                | 110 | SY   | 21.00      | 2,310      |
| 11   | POST-INSTALLATION VIDEO INSPECTION        | 476 | LF   | 250        | 250        |
| 12   | LEAKAGE AND DEFLECTION TESTING            | 1   | LSUM | 2,000      | 2,000      |
| 13   | BYPASS PUMPING                            | 1   | LSUM | 2,000      | 2,000      |
| 14   | TEMPORARY EROSION AND SEDIMENT CONTROL    | 1   | LSUM | 1,500      | 1,500      |
| 15   | CONSTRUCTION SIGNING AND TRAFFIC CONTROL  | 1   | LSUM | 1,500      | 1,500      |

**ALL ITEMS TO INCLUDE APPURTENANCES NECESSARY TO PROVIDE A COMPLETE AND OPERABLE SYSTEM AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.**

TOTAL BASE BID \$ \$78,092

TOTAL BASE BID IN WORDS

Seventy-eight thousand and ninety-two dollars.

## BID BOND

We, the undersigned, Grade Work Construction, LLC, as Principal, and West Bend Insurance Company, as Surety, are hereby held and firmly bound unto City of Mustang/Mustang Improvement Authority, as Owner, in the penal sum of Five Percent of the Bid Amount for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this 22nd day of May, 2025.

The condition of the above obligation is such that, whereas the Principal has submitted to City of Mustang/Mustang Improvement Authority, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for the Meadowbrook Park Sanitary Sewer Extension;

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

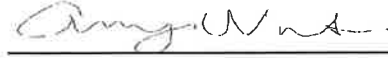
Grade Work Construction, LLC

  
Principal

West Bend Insurance Company

Surety

By:



Amy Winters

Attorney-In-Fact



ATTEST: (if by corporation)

\_\_\_\_\_

\_\_\_\_\_  
Type Name & Title

Corporate Seal

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



Bond No. N/A

## POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Barry Herring, Neleigh Herring, Amy Winters

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1<sup>st</sup> day of January 2024.

Attest

Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22<sup>nd</sup> day of May, 2025



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary

**BUSINESS RELATIONSHIP AFFIDAVIT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS.

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

N/A

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

N/A

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

N/A

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

[Signature]  
Contractor Signature

Kris Goff  
Printed Name/Title

SUBSCRIBED AND SWORN TO before me this 20th day of May 2025  
[Signature]  
Notary Public

(Seal)

My commission expires:

2-19-28



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



## CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age, or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be cancelled, terminated, or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements.

***This form must be fully completed and signed  
by the Contractor or Contractor's Authorized Agent.***

Grade Work Construction LLC

Name of individual, Partnership, Limited Liability Company,  
Or Corporation, herein called "Contractor"



Signature of Contractor or Contractor's Authorized Agent

Kris Goff/ Managing Member

Type or Print name and title of person who signed above.

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

# NON-COLLUSION AFFIDAVIT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS.

Kris Goff, of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the firm of Grade Work Construction LLC to submit the above Contract to the City of Mustang/Mustang Improvement Authority.

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

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

[Signature]  
Contractor Signature  
Kris Goff/ Managing Member  
Printed Name/Title

SUBSCRIBED and SWORN TO before me this 20th day of May 2025  
[Signature]  
Notary Public

(Seal)

My Commission Expires:

2-19-28



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

## STATEMENT OF QUALIFICATIONS

Grade Work Construction LLC

Bidder

10700 Black Hawk Rd, Edmond, OK 73025

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: Harrah Sewer Replacement  
OWNER: City of Harrah ADDRESS: \_\_\_\_\_  
DATE STARTED: 11/2024 DATE COMPLETED: 02/25  
APPROX. QUANTITIES OF MAJOR ITEMS: 1600 LF of 18" sewer with manholes and services  
\_\_\_\_\_  
VALUE OF CONTRACT: \$648,000
2. NAME OF PROJECT: SH 53 Waterline relocation  
OWNER: City of Comanche ADDRESS: \_\_\_\_\_  
DATE STARTED: 05/24 DATE COMPLETED: 11/24  
APPROX. QUANTITIES OF MAJOR ITEMS: 2400 LF 6" C900 PVC  
\_\_\_\_\_  
VALUE OF CONTRACT: \$713,000
3. NAME OF PROJECT: Sewer line replacement  
OWNER: Town of Hinton ADDRESS: \_\_\_\_\_  
DATE STARTED: 06/24 DATE COMPLETED: 07/24  
APPROX. QUANTITIES OF MAJOR ITEMS: 500 LF 8" sewer line replacement  
\_\_\_\_\_  
VALUE OF CONTRACT: \$60,000
4. NAME OF PROJECT: Town of Hennessey waterline replacement  
OWNER: Town of Hennessey ADDRESS: \_\_\_\_\_  
DATE STARTED: 06/24 DATE COMPLETED: 09/24  
APPROX. QUANTITIES OF MAJOR ITEMS: 1600 LF 8" waterline  
\_\_\_\_\_  
VALUE OF CONTRACT: \$212,000

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

## BID PROPOSAL FORM

### CITY OF MUSTANG/MUSTANG IMPROVEMENT AUTHORITY BID NOTICE: 14-216:039

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

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

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal, and further agrees to complete the work in 120 days (stipulated in the Contract Agreement) from the date of the issuance by the City Engineer of a Work Order authorizing commencement of work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: 590 DOLLARS \$ \_\_\_\_\_ which the undersigned agrees is to be forfeited to and become the property of the City of Mustang/Mustang Improvement Authority, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Mustang/Mustang Improvement Authority.

DATED this 19th day of May 2025

Signature: 

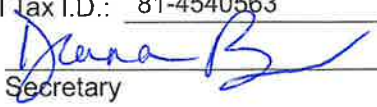
Name and Title Kris Goff

Company: Grade Work Construction LLC Circle one: Corporation / Partnership / Individual

Address: 10700 Black Hawk Rd, Edmond, OK 73025

Phone: 580-402-195 Fax: \_\_\_\_\_ E-mail Address: kris\_goff@yahoo.com

Federal Tax I.D.: 81-4540563

Attest:   
Secretary

Corporate Seal  
(if applicable)

# Acknowledgement Page

## Addendum #1

May 16, 2025

**Project:** City of Mustang  
Meadowbrook Park Sanitary Sewer Extension  
Project Number: 14-216:039  
Bid Closing Date: May 22, 2025  
Mustang, Oklahoma

**Company:** Grade Work Construction LLC

**Name:** Kris Goff

**Signature:** 

**Title:** Managing Member

**Date:** 5-19-25





**COWAN GROUP ENGINEERING, LLC**  
7100 N. CLASSEN BLVD., SUITE 500  
OKLAHOMA CITY, OK 73116  
405.463.3369 O  
405.463.3381 F



**Client** City of Mustang

**Project Name** Meadowbrook Park Sanitary Sewer Extension

**BID NO.** 14-216:039

**DATE** May 22, 2025

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



Brian Schwegal, P.E.

**BASE BID**

| ITEM<br>NUMBER | DESCRIPTION                               | QTY | UNIT | BEAR CREEK CONSTRUCTION<br>LLC |              | GRADE WORK CONSTRUCTION<br>LLC |              | BREWER CONSTRUCTION<br>OKLAHOMA LLC |              | PATRIOT CONSTRUCTION<br>SERVICES, INC. |              |
|----------------|-------------------------------------------|-----|------|--------------------------------|--------------|--------------------------------|--------------|-------------------------------------|--------------|----------------------------------------|--------------|
| 1              | MOBILIZATION                              | 1   | LSUM | \$ 8,500.00                    | \$ 8,500.00  | \$ 2,500.00                    | \$ 2,500.00  | \$ 3,965.00                         | \$ 3,965.00  | \$ 6,812.00                            | \$ 6,812.00  |
| 2              | CLEARING & GRUBBING                       | 1   | LSUM | \$ 3,000.00                    | \$ 3,000.00  | \$ 1,500.00                    | \$ 1,500.00  | \$ 2,316.00                         | \$ 2,316.00  | \$ 8,175.00                            | \$ 8,175.00  |
| 3              | 8" SDR 35 PVC PIPE BY TRENCHING           | 476 | LF   | \$ 38.00                       | \$ 18,088.00 | \$ 12.00                       | \$ 5,712.00  | \$ 23.00                            | \$ 10,948.00 | \$ 58.00                               | \$ 27,608.00 |
| 4              | TRENCHING 0' TO 10'                       | 476 | LF   | \$ 7.00                        | \$ 3,332.00  | \$ 70.00                       | \$ 33,320.00 | \$ 44.00                            | \$ 20,944.00 | \$ 21.00                               | \$ 9,996.00  |
| 5              | 4' DIAMETER MANHOLE                       | 3   | EA   | \$ 1,578.00                    | \$ 4,734.00  | \$ 6,000.00                    | \$ 18,000.00 | \$ 3,638.00                         | \$ 10,914.00 | \$ 6,500.00                            | \$ 19,500.00 |
| 6              | CUT AND CONNECT EXISTING LINE             | 1   | LSUM | \$ 1,400.00                    | \$ 1,400.00  | \$ 2,500.00                    | \$ 2,500.00  | \$ 1,737.00                         | \$ 1,737.00  | \$ 2,868.00                            | \$ 2,868.00  |
| 7              | SERVICE CONNECTION                        | 4   | EA   | \$ 750.00                      | \$ 3,000.00  | \$ 500.00                      | \$ 2,000.00  | \$ 1,387.00                         | \$ 5,548.00  | \$ 1,093.00                            | \$ 4,372.00  |
| 8              | SERVICE CONNECTION LOCATE                 | 1   | LSUM | \$ 2,500.00                    | \$ 2,500.00  | \$ 1,000.00                    | \$ 1,000.00  | \$ 3,706.00                         | \$ 3,706.00  | \$ 2,200.00                            | \$ 2,200.00  |
| 9              | CUT, PLUG, AND ABANDON SERVICE CONNECTION | 4   | EA   | \$ 400.00                      | \$ 1,600.00  | \$ 500.00                      | \$ 2,000.00  | \$ 1,383.00                         | \$ 5,532.00  | \$ 1,000.00                            | \$ 4,000.00  |
| 10             | HYDROMULCH                                | 110 | SY   | \$ 7.60                        | \$ 836.00    | \$ 21.00                       | \$ 2,310.00  | \$ 10.00                            | \$ 1,100.00  | \$ 75.00                               | \$ 8,250.00  |
| 11             | POST-INSTALLATION VIDEO INSPECTION        | 476 | LF   | \$ 2.00                        | \$ 952.00    | \$ 0.53                        | \$ 250.00    | \$ 10.00                            | \$ 4,760.00  | \$ 10.00                               | \$ 4,760.00  |
| 12             | LEAKAGE AND DEFLECTION TESTING            | 1   | LSUM | \$ 2,100.00                    | \$ 2,100.00  | \$ 2,000.00                    | \$ 2,000.00  | \$ 4,632.00                         | \$ 4,632.00  | \$ 2,100.00                            | \$ 2,100.00  |
| 13             | BYPASS PUMPING                            | 1   | LSUM | \$ 4,600.00                    | \$ 4,600.00  | \$ 2,000.00                    | \$ 2,000.00  | \$ 1,335.00                         | \$ 1,335.00  | \$ 7,500.00                            | \$ 7,500.00  |
| 14             | TEMPORARY EROSION AND SEDIMENT CONTROL    | 1   | LSUM | \$ 3,800.00                    | \$ 3,800.00  | \$ 1,500.00                    | \$ 1,500.00  | \$ 3,304.00                         | \$ 3,304.00  | \$ 2,000.00                            | \$ 2,000.00  |
| 15             | CONSTRUCTION SIGNING AND TRAFFIC CONTROL  | 1   | LSUM | \$ 1,800.00                    | \$ 1,800.00  | \$ 1,500.00                    | \$ 1,500.00  | \$ 1,669.00                         | \$ 1,669.00  | \$ 3,500.00                            | \$ 3,500.00  |
| BASE BID TOTAL |                                           |     |      | \$ 60,242.00                   |              | \$ 78,092.00                   |              | \$ 82,410.00                        |              | \$ 113,641.00                          |              |

**BASE BID**

| ITEM<br>NUMBER | DESCRIPTION                               | QTY | UNIT | UNITED TRENCHING, INC. |              | DOWNEY CONTRACTING, L.L.C. |              | M&T SEPTIC & BACKHOE<br>SERVICE, INC. |              |
|----------------|-------------------------------------------|-----|------|------------------------|--------------|----------------------------|--------------|---------------------------------------|--------------|
| 1              | MOBILIZATION                              | 1   | LSUM | \$ 10,000.00           | \$ 10,000.00 | \$ 17,969.00               | \$ 17,969.00 | \$ 5,000.00                           | \$ 5,000.00  |
| 2              | CLEARING & GRUBBING                       | 1   | LSUM | \$ 4,000.00            | \$ 4,000.00  | \$ 16,824.00               | \$ 16,824.00 | \$ 5,000.00                           | \$ 5,000.00  |
| 3              | 8" SDR 35 PVC PIPE BY TRENCHING           | 476 | LF   | \$ 160.00              | \$ 76,160.00 | \$ 75.00                   | \$ 35,700.00 | \$ 108.00                             | \$ 51,408.00 |
| 4              | TRENCHING 0' TO 10'                       | 476 | LF   | \$ 10.00               | \$ 4,760.00  | \$ 25.00                   | \$ 11,900.00 | \$ 108.00                             | \$ 51,408.00 |
| 5              | 4' DIAMETER MANHOLE                       | 3   | EA   | \$ 2,300.00            | \$ 6,900.00  | \$ 4,989.00                | \$ 14,967.00 | \$ 3,500.00                           | \$ 10,500.00 |
| 6              | CUT AND CONNECT EXISTING LINE             | 1   | LSUM | \$ 4,000.00            | \$ 4,000.00  | \$ 1,689.00                | \$ 1,689.00  | \$ 2,000.00                           | \$ 2,000.00  |
| 7              | SERVICE CONNECTION                        | 4   | EA   | \$ 300.00              | \$ 1,200.00  | \$ 3,417.00                | \$ 13,668.00 | \$ 1,000.00                           | \$ 4,000.00  |
| 8              | SERVICE CONNECTION LOCATE                 | 1   | LSUM | \$ 3,000.00            | \$ 3,000.00  | \$ 10,250.00               | \$ 10,250.00 | \$ 1,500.00                           | \$ 1,500.00  |
| 9              | CUT, PLUG, AND ABANDON SERVICE CONNECTION | 4   | EA   | \$ 400.00              | \$ 1,600.00  | \$ 488.00                  | \$ 1,952.00  | \$ 1,000.00                           | \$ 4,000.00  |
| 10             | HYDROMULCH                                | 110 | SY   | \$ 15.00               | \$ 1,650.00  | \$ 25.00                   | \$ 2,750.00  | \$ 32.00                              | \$ 3,520.00  |
| 11             | POST-INSTALLATION VIDEO INSPECTION        | 476 | LF   | \$ 5.00                | \$ 2,380.00  | \$ 3.00                    | \$ 1,428.00  | \$ 5.00                               | \$ 2,380.00  |
| 12             | LEAKAGE AND DEFLECTION TESTING            | 1   | LSUM | \$ 500.00              | \$ 500.00    | \$ 1,125.00                | \$ 1,125.00  | \$ 2,000.00                           | \$ 2,000.00  |
| 13             | BYPASS PUMPING                            | 1   | LSUM | \$ 2,500.00            | \$ 2,500.00  | \$ 7,179.00                | \$ 7,179.00  | \$ 5,000.00                           | \$ 5,000.00  |
| 14             | TEMPORARY EROSION AND SEDIMENT CONTROL    | 1   | LSUM | \$ 1,000.00            | \$ 1,000.00  | \$ 6,931.00                | \$ 6,931.00  | \$ 1,000.00                           | \$ 1,000.00  |
| 15             | CONSTRUCTION SIGNING AND TRAFFIC CONTROL  | 1   | LSUM | \$ 1,500.00            | \$ 1,500.00  | \$ 313.00                  | \$ 313.00    | \$ 1,000.00                           | \$ 1,000.00  |
| BASE BID TOTAL |                                           |     |      | \$ 121,150.00          |              | \$ 144,645.00              |              | \$ 149,716.00                         |              |

|                   |
|-------------------|
| Low Bidder        |
| Calculation Error |



May 28, 2025

Tim Rooney, City Manager  
City of Mustang  
1501 N Mustang Road  
Mustang, Oklahoma 73064

Reference: Meadowbrook Park Sanitary Sewer Extension  
Engineer's Recommendation for Award  
Project Number 14-216:039

Dear Mr. Rooney:

Pursuant to the bid opening held on May 22, 2025, attached please find the bid tabulation for the subject project. The bid opening consisted of seven (7) responsive bidders.

The apparent low base bidder for the subject project is Bear Creek Construction. Cowan Group performed a reference check using the contractor's provided list. Two of the three references called did not recommend Bear Creek Construction.

The apparent second lowest base bidder of \$78,092.00 for the subject project is Grade Work Construction, LLC. Pursuant to the review of the bid package, references, bonds, and bid tabulation, the second lowest bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends the City of Mustang award the subject contract to the second lowest base bidder, Grade Work Construction, LLC, at \$78,092.00.

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

Sincerely,

**COWAN GROUP ENGINEERING, LLC**

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

Brian Schwegal, P.E.  
Project Manager

Enclosures



## **Mustang City Council Agenda Item Report**

**Meeting Date:** June 3, 2025

**Submitted by:** Jon Miller

**Submitting Department:** Law

**Item Type:** Ordinance

**Agenda Section:** DISCUSSION ITEMS

---

### **Subject Title:**

Consideration of Ordinance No.1320, and Ordinance of the City of Mustang, Oklahoma, Amending Chapter 82, Article II, By Deleting in their entirety Sec. 82-1 through 82-6; Renumbering Sec. 82-1 Through Sec. 82-7; Adopting new Sec. 82-1 to State a Purpose, Sec. 82-2 to define terms, Sec. 82-3 to limit times for solicitation, excluding specific invitations or appointments, Sec. 82-4 to require orders be in supplicate, Sec. 82-5 to prohibit solicitation on posted premises in the absence of a prior invitation or appointment, Sec. 82-6 to prohibit soliciting in roadways or public rights-of-way, unless specially permitted, Sec. 82-7 creating the no knock list and prohibit solicitation at residences on the no knock list; Deleting in their entirety Sec. 82-21 through 82-27; Adopting new Sec. 82-21 requiring solicitor permits, stating times for application, requiring carrying of permit and photo identification, new Sec. 82-22 creating application requirements, requiring referral and background check, and establishing minimum age for solicitor permit, new Sec. 82-23 establishing permit fees, new Sec. 82-25 providing issuance, denial or revocation procedures and requirements, new Sec. 82-26 providing causes for revocation of permits, and Sec. 82-27 prohibiting transfer of permits; and, Amending Sec. 82-42 to modify exemptions from ordinance; Providing for Repealer, Providing for Severability; and Declaring an Emergency.

### **Recommendation:**

Approve Ordinance; Approve Emergency.

### **Initiator:**

Jon Miller, City Attorney

### **Background:**

The City of Mustang has reviewed its Peddlers and Solicitors ordinance and found that some provisions required revision or deletion, and that fees needed to be updates. After extensive review, City staff recommends that the ordinance presented by adopted by the City Council. It is also recommended that

the ordinance be adopted with the emergency clause so that the revisions will take effect immediately after passage.

**Financial Impact:**

None

**Staff Comments:**

Staff recommends approval.

**Attachments:**

[Ord. 1320 Chapter\\_82 PEDDLERS\\_AND\\_SOLICITORS \(Rev. 053025\).pdf](#)

## **ORDINANCE NO. 1320**

**AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 82, ARTICLE II, BY DELETING IN THEIR ENTIRETY SEC. 82-1 THROUGH 82-6; RENUMBERING SEC. 82-1 THROUGH SEC. 82-7; ADOPTING NEW SEC. 82-1 TO STATE A PURPOSE, SEC. 82-2 TO DEFINE TERMS, SEC. 82-3 TO LIMIT TIMES FOR SOLICITATION, EXCLUDING SPECIFIC INVITATIONS OR APPOINTMENTS, SEC. 82-4 TO REQUIRE ORDERS BE IN SUPPLICATE, SEC. 82-5 TO PROHIBIT SOLICITATION ON POSTED PREMISES IN THE ABSENCE OF A PRIOR INVITATION OR APPOINTMENT, SEC. 82-6 TO PROHIBIT SOLICITING IN ROADWAYS OR PUBLIC RIGHTS-OF-WAY, UNLESS SPECIALLY PERMITTED, SEC. 82-7 CREATING THE NO KNOCK LIST AND PROHIBIT SOLICITATION AT RESIDENCES ON THE NO KNOCK LIST; DELETING IN THEIR ENTIRETY SEC. 82-21 THROUGH 82-27; ADOPTING NEW SEC. 82-21 REQUIRING SOLICITOR PERMITS, STATING TIMES FOR APPLICATION, REQUIRING CARRYING OF PERMIT AND PHOTO IDENTIFICATION, NEW SEC. 82-22 CREATING APPLICATION REQUIREMENTS, REQUIRING REFERRAL AND BACKGROUND CHECK, AND ESTABLISHING MINIMUM AGE FOR SOLICITOR PERMIT, NEW SEC. 82-23 ESTABLISHING PERMIT FEES, NEW SEC. 82-25 PROVIDING ISSUANCE, DENIAL OR REVOCATION PROCEDURES AND REQUIREMENTS, NEW SEC. 82-26 PROVIDING CAUSES FOR REVOCATION OF PERMITS, AND SEC. 82-27 PROHIBITING TRANSFER OF PERMITS; AND, AMENDING SEC. 82-42 TO MODIFY EXEMPTIONS FROM ORDINANCE; PROVIDING FOR REPEALER, PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

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

### **SECTION 1: ENACTMENT.**

Chapter 82, Article I, Secs. 82-1 through 82-6 are hereby deleted in their entirety, and new Article I, Sections 82-1 through 82-7 are adopted to read as follows:

#### **ARTICLE I. IN GENERAL**

##### **Sec. 82-1. Purpose.**

The City of Mustang is largely a residential community whose residents value the peace and quiet enjoyment of their private property. The City of Mustang has an interest in protecting residents' right to privacy in their own homes, in preserving the public peace and order, and in protecting the public safety and welfare. This Ordinance is intended to further the goal of protecting the health, safety and welfare of the citizens of the City



of Mustang and the public at large by regulating door to door solicitation in residential zoning districts. The City has promulgated reasonable time, place and manner restrictions on solicitations occurring within residential zoning districts in order to reduce crimes such as fraud, identity theft, larceny, burglary, and home invasion and to protect its citizens from intrusive or dangerous solicitations, citizens' right to privacy in their homes, and citizens' right to be free from annoyance, including intrusion upon hours of rest. These restrictions also assist law enforcement personnel in the performance of their duties and give citizens some assurance that the City can identify and pursue solicitors who do engage in fraudulent or unlawful conduct.

#### **Sec. 82-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Peddle* means to travel on foot or by any type of conveyance from place to place, house to house, street to street, or upon any street or public place, carrying, conveying or transporting goods, foodstuffs, products, wares, merchandise, or other thing of value for the purpose of offering and exposing the same for sale or making sales of such articles to purchasers.

*Peddler* means any person who peddles.

*Solicit* means and includes (a) to travel on foot or by any type of conveyance from place to place, house to house, street to street, or upon any street or public place, selling or offering for sale or taking or attempting to take orders for the sale of goods, foodstuffs, products, wares, merchandise, services, magazines, periodicals, insurance, or other thing of value for future delivery or for services to be performed or furnished in the future, (b) requesting, directly or indirectly, contributions of funds on the plea or representation that such contributions will be used for a charitable purpose, and (c) peddling, as defined in this section.

*Solicitor* means any person who solicits.

#### **Sec. 82-3. Hours of permitted soliciting or peddling; hours for application.**

No solicitor or peddler, whether registered under this chapter or not, shall take orders for or sell any goods, foodstuffs, products, wares, merchandise, services, magazines, periodicals, insurance, or other thing of value except during the hours from 9:00 a.m. to 9:00 p.m., provided, however, that solicitations may be made where the person solicited has a previously arranged appointment with the owner or occupant for a time other than the prescribed hours.

**Sec. 82-4. Orders to be in duplicate.**

All orders taken by solicitors wherein payment or deposit is made in advance of delivery shall be in writing in duplicate, stating the terms thereof, and the amount paid in advance. One copy shall be given to the purchaser at the time of the solicitation.

**Sec. 82-5. Solicitors; invitation required to enter posted premises.**

No solicitor shall enter any premises or attempt to solicit where the owner or occupant of such premises has indicated his/her desire not to be contacted for sales or solicitations by the placing of a "No Peddlers," "No Trespassers," or "No Trespassing" sign on those premises, and any such entrance or attempt to solicit shall constitute a trespass upon private property in the absence of a specific invitation or appointment from the owner or occupant of the residence.

**Sec. 82-6. Soliciting or peddling in roadway and public right-of-way prohibited; exceptions.**

Soliciting or peddling in roadways and public rights-of-way is prohibited; provided, however, the community development director may issue a special permit for soliciting in roadways and public rights-of-way upon written application; and, further provided that proper safety devices and measures be implemented as directed in the special permit.

**Sec. 82-7. No knock list.**

The community development director shall prepare and maintain a list of all residents within the city who desire to prevent soliciting at their residence which shall be known as the no knock list. Residents of the city who desire to have their addresses placed on the no knock list may do so by contacting the community development director's office.

Solicitors must obtain a copy of the no knock list from the community development director's office at the time they obtain a permit, and are expressly prohibited from soliciting at any residence listed on the no knock list. Soliciting or attempting to solicit residents in disregard of the no knock list may result in revocation of a solicitor's permit and/or assessment of a fine, and entering any premises to attempt to solicit shall constitute a trespass upon private property in the absence of a specific invitation or appointment from the owner or occupant of the residence.

**Secs. 82-8—82-20. Reserved.**

**SECTION 2: ENACTMENT.**

Chapter 82, Article II, Secs. 82-21 through 82-27 are hereby deleted in their entirety, and new Article II, Sections 82-21 through 82-27 are adopted to read as follows:

## **ARTICLE II. PERMIT**

### **Sec. 82-21. Permit required; time for applications; carrying of permit.**

It shall be unlawful for any person, firm or corporation, either as a principal, officer, agent, servant or employee, to solicit within the city without having first applied for and obtained a solicitor's permit for that purpose from the community development director or his designee.

Applications for a solicitor's permit shall be made only between 8:30 a.m. and 4:30 p.m., Monday through Thursday, and 8:30 a.m. and 11:30 a.m. on Friday.

All persons issued a permit under this section shall at all times carry the permit on their person, shall carry at least one form of photo identification, one of which shall be a current, valid driver's license number or state issued photo identification card, and shall produce the permit and photo identification for inspection and review at any time upon request by any city official, law enforcement officer or person to whom the solicitor is attempting to solicit or peddle or on whose property the solicitor is present.

### **Sec. 82-22. Application; background check.**

- (a) An applicant for a solicitor's permit under the terms of this chapter shall be required to:
  - (1) Complete and submit a verified application in a form provided by the community development director or his designees which shall include the following information:
    - a. The name of the person, firm or corporation in whose behalf the applicant proposes to solicit, and, if employed by another, the name and address of the applicant's employer, together with a document showing the relationship of the applicant to such person, firm or corporation and confirming their authority to solicit;
    - b. The current address of said person, firm or corporation, and their phone and email contact information;
    - c. The kind of products, merchandise or service to be solicited and/or sold;
    - d. The time period for which the applicant desires to do business;
    - e. The current, valid license number and description, including make, model, year and copy of current insurance verification, of any vehicle to be used (if applicable);
    - f. Detailed personal information and physical description of solicitor(s); and

- g. A current, valid driver's license or state issued photo identification card of the solicitor(s).
- (2) Agree to a background check to be performed by the police department.
- (b) Upon receipt of such application, the application shall be referred to the Chief of Police or designee who shall cause such investigation of the applicant's background and business and moral character to be made as he deems necessary for the protection of the public good.
  - (1) If as a result of such investigation, the Chief of Police or designee finds that the applicant has been convicted of murder, voluntary manslaughter, robbery, burglary, larceny, theft, fraud, an offense involving moral turpitude, any nonconsensual sex offense, any offense involving a minor as a victim, any offense involving the possession, use, distribution or sale of a controlled dangerous substance, any offense involving a firearm, a misdemeanor involving moral turpitude or a felony within the past five years, or has such criminal charges pending, the Chief of Police or designee shall notify the Community Development Director or designee of the reason for denial. The Community Development Director or his designee shall give written notice to the applicant that his application is disapproved and the reasons therefor.
  - (2) If as a result of such investigation, the applicant's background is found to be meet the requirements of this article, the Chief of Police or designee shall approve the application and return it to the Community Development Director or designee for final processing.
  - (3) The Chief of Police or designee shall complete his investigation within Three (3) working days from the date of the application.
- (c) No permit shall be issued under this article to any person under the age of 18 years for purposes of selling or offering for sale or taking or attempting to take orders for the sale of goods, foodstuffs, products, wares, merchandise, services, magazines, periodicals, insurance, or other thing of value for future delivery or for services to be performed or furnished in the future.

#### **Sec. 82-23. Fee.**

A registration fee is hereby levied for the purpose of defraying the cost of registration on each person applying for registration as a solicitor or peddler. Such fee shall be as follows:

- (1) \$35.00 per day, plus \$5.00 for each additional day.
- (2) \$60.00 per week.
- (3) \$100 per two weeks.
- (4) \$175.00 per month.

**Sec. 82-25. Issuance, denial or revocation.**

- (a) The community development director or designee is hereby authorized to issue a solicitor's permit when the applicant has complied with this article. Registration may be denied any applicant for a solicitor's permit who fails the background check, fails to meet the requirements of this article, has been convicted of two or more violations of the provisions of this article within the preceding 12 months, has had a previous permit revoked within the previous 12 months, or if the proposed solicitation shall include some element of trickery, fraud or deceit, in which case, in the interest of the public health, safety and welfare, the applicant shall not be registered.
- (b) The community development director or designee shall give notice either in person, by telephone, mail or email to the applicant or permittee of the denial or revocation of their permit. If mailed, the notice shall be sent to the address listed on the application or permit. The permit shall stand revoked or denied from the time notice is made to the applicant or permittee either in person or by telephone or is received by mail by the applicant or permittee.
- (c) Any applicant or permittee may appeal a denial or revocation to the city manager within ten days after delivery or receipt of the notice by filing a written request with the community development director for a hearing. The hearing shall be held by the city manager or his or her designee. The appealing applicant or permittee may be represented by counsel. The hearing shall be conducted in an informal manner, but no permit shall stand revoked or denied except upon a preponderance of the evidence. The city manager or his or her designee may affirm, modify or vacate the order of revocation or denial and such decision shall constitute the final decision on behalf of the city. Any appeal from a city manager's decision shall be in a manner provided by this Code and by law.

**Sec. 82-26. Revocation.**

Upon good cause any permit issued pursuant to this chapter may be revoked. Revocation may be based upon the following, among other causes:

- (1) Fraud, misrepresentation or any false statement contained in the application for a permit;
- (2) Violation of any federal, state or municipal law, rule or regulation;
- (3) Fraud, misrepresentation or false statement made in the course of carrying on the business as a solicitor or peddler, or conducting such business in an unlawful manner, in such manner as to constitute a breach of the peace, or to constitute a menace to the health, safety, or general welfare of the public;
- (4) Any violation of this chapter; or



- (5) Conviction or filing or any charges for murder, voluntary manslaughter, robbery, burglary, larceny, theft, fraud, an offense involving moral turpitude, any nonconsensual sex offense, any offense involving a minor as a victim, any offense involving the possession, use, distribution or sale of a controlled dangerous substance, any offense involving a firearm, or a felony or misdemeanor involving moral turpitude.

Immediately upon such revocation, written notice thereof shall be given by the Community Development Director or designee to the licensee in person or by certified United States mail addressed to his or her residence address set forth in the application.

**Sec. 82-27. Transfer of permits prohibited.**

Permits issued under this article may not be transferred to or used by any person other than the person to whom it was issued.

**Secs. 82 28 82 40. Reserved.**

**SECTION 3: ENACTMENT.**

Chapter 82, Article III, Sec. 82-42 is hereby amended to read as follows:

**Sec. 82 42. Exemptions.**

The following are exempt from the provisions of this Chapter:

- (a) Minors who are performing fundraising for recognized youth sports organizations, scouts and religious institutions, which are headquartered or have established branches within the Mustang city limits;
- (b) The mere delivery of goods to the buyer after the placement of an order at the merchant's permanent place of business; and
- (c) Any 501(c)(3) community oriented charitable service organization which conducts sales as part of an annual fundraiser.
- (d) Peddlers or solicitors specifically invited or having an appointment from the owner or occupant of the residence.

**SECTION 4: REPEALER.**

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

**SECTION 5: SEVERABILITY.**

If any part of this Ordinance is held by a court to be unreasonable, arbitrary, ambiguous, or otherwise unenforceable, that portion or part determined to be unenforceable shall be considered to be divisible and severable, and the remainder of any Ordinance shall remain effective,

binding, and enforceable in all respects. Ordinances or portions thereof that are not specifically amended herein are not intended to be changed, and shall not be changed, by this enactment.

**SECTION 6: EMERGENCY.**

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

PASSED AND APPROVED this 3rd day of June, 2025, with the Emergency Clause passed separately.

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MICHAEL RAY, VICE MAYOR

ATTEST:

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TAMMI NOBLITT, CITY CLERK  
(SEAL)

Approved as to form this 3rd day of June, 2025.

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JONATHAN E. MILLER, CITY ATTORNEY