MUSTANG CITY COUNCIL
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

MAY 5, 2015
7:00 P.M.

RECEPTION HONORING COUNCILMEMBERS TO BE HELD AT 6:30 P.M.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

Terry Armstrong, Pastor, Mustang Church of the Nazarene

C. ROLL CALL

D. 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.

1. Approval of **04/21/15** City Council Minutes

E. PRESENTATION AND RECOGNITION

1. Approval and Presentation of Proclamation Declaring May 8, 2015, as "Mustang Broncos Men's Basketball Day"

2. Approval of Proclamation designating May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week.

3. Presentation to Warriors for Freedom Foundation from Mustang Youth Baseball Association, Mustang Youth Soccer Association, Mustang Softball Association and City of Mustang

4. Presentation of Plaques and Recognition of Outgoing Vice-Mayor and Councilmember Matthew Taylor, Ward I, and Councilmember Linda Bowers, Ward III

F. OATH OF OFFICE

1. Oath of Office for Ward I Councilmember Kevin Riley, Ward III Councilmember Brian Grider, and Mayor Jay Adams

   At this time, the newly elected Councilmembers will take their seat.

2. Election of **Vice-Mayor**

G. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

1. Spitler Lakes Addition HOA

H. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

J. 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.

*1. Claims List for **FY '15**
*2. Approval to Turn **Past Due Utility Accounts** over to Collection Agency.
3. Approval to Renew the **Public Works Contract** between the Department of Corrections and the City of Mustang.
*4. Acknowledgement of **Receipt of DEQ Permit** No. SL000009150268, to Construct Sewer Line for OnCue Project, 900 E. State Highway 152.
*5. Approval of **Maintenance Bond** for Water Line and Fire Hydrant for Mustang Elementary Gym Project – 400 S. Mustang Rd.
*6. Approval of **Performance and Maintenance Bonds** for Project Titled 59th Street Bridge Waterline Relocation.

K. INFORMATION/REPORTS

1. City Manager
   Included in Agenda packet.

2. City Council

L. DISCUSSION ITEMS

1. **Discussion, Consideration and Possible Action** regarding Approval of Interlocal Agreement between the City of Mustang and Canadian County District #2.

2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

*3. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 for Project Titled 59th Street Bridge Waterline Relocation.

*4. **Discussion, Consideration and Possible Action** regarding Approval of an Amendment to Permanent Easement previously granted by Covenant Development Corporation to the City of Mustang for placement of a water line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M., to relocate the water line easement, and to authorize the Mayor to negotiate and execute the final document with the property owner, Westmoore Community Church, Inc., to effect such amendment.

M. CITY ATTORNEY'S REPORT

None.

N. ADJOURNMENT

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

MUSTANG CITY COUNCIL
APRIL 21, 2015

The Mustang City Council met in regular session on Tuesday, April 21, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, April 17, 2015, at 10:55 a.m. An Amended Agenda was posted on Monday, April 20, 2015, at 2:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION (Bob Greg, Pastor, Lakehoma Church of Christ)

C. ROLL CALL

Councilmembers Present:	**Taylor** **Staples** **Bowers** **Jones** **Hagan** **Schweinberg**
Councilmembers Absent:	**Adams**

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **04/07/15** City Council Minutes.
*2. Claims List for **FY'15**
3. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
4. Approval of Accounting and Consulting Services **Engagement Letter** for Fiscal Year 2015-2016 as submitted by Crawford & Associates, P.C.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones,** to approve Items F-1 thru F-4 of the Consent Agenda.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

G. INFORMATION/REPORTS

1. City Manager

a. Presentation by Cowan Group Engineering regarding the Comprehensive City-Wide Water Distribution System Hydraulic Model Report.

City Manager Rooney introduced Rebecca Poole with Cowan Group Engineering.

Rebecca Poole introduced Jeff Cowan, Sean Fairbairn, and Michael Taylor with Cowan Group Engineering, as well as David White with WDB Engineering who also assisted with the water model.

Poole gave a presentation regarding the Comprehensive City-Wide Water Distribution Model(power point presentation is available in the City Clerk's office):

- Project Objective
- Existing Conditions
- Intro to Hydraulic Model
- Model Development
- Model Analysis
- Recommendations

b. Quarterly Presentation of Financial Statements ending March 31, 2015.

Finance Director Watts provided financial statements ending March 31, 2015 advising:

- General Fund Year to Date Net Change in Fund Balance ended $158,970 leaving cash reserves at 11.63%
- Mustang Improvement Authority (MIA) Year to Date Net Income ended $594,033, leaving ending annual reserves at 11.15%
- April, 2015 Sales Tax equaled $702,940 which is .02% under projected budget
- Use Tax equaled $22,674

c. Presentation of Certificate of Achievement for Excellence in Financial Reporting for FY ended 06/30/2014.

City Manager Rooney stated he always enjoys recognizing work performed by our employees that has risen to a level where it is being acknowledged nationally. He stated the City received the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada for its comprehensive annual financial report. **Rooney** stated this is the highest form of recognition in the area of governmental accounting that can be received and called ***Finance Director Watts*** to the front to receive the award.

Watts stated this was the 20th consecutive year for the City to receive this award stating it was a team effort and she has the best staff. She introduced staff in attendance this evening - Tammi Noblitt and Robin Loughridge.

2. City Council

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

Councilman Schweinberg stated he had received some emails and phone calls over the last two or three weeks regarding drainage issues. He stated the City Manager was in the process of providing information to him and he would then reply to the emails and calls. He also congratulated ***Finance Director Watts*** and her team.

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

Councilman Jones congratulated the Finance Staff as well as Assistant City Manager Battles for being named to the Mustang Hall of Fame presented by the Mustang Chamber of Commerce.

Councilwoman Bowers stated this was her last full meeting and congratulated Brian Grider for winning the Ward 3 seat. She stated she was a little disappointed to see so few voters though.

Councilwoman Staples congratulated ***Finance Director Watts*** and her team for their award as well as ***Assistant City Manager Battles*** for being named to the Mustang Hall of Fame.

Vice Mayor Taylor congratulated ***Finance Director Watts*** and her team for their award stating the City of Mustang has some of the best municipal staff he has seen anywhere. He stated his thoughts and prayers were with Ms. Coeta Morrell and stated this was his last full meeting as well.

H. DISCUSSION ITEMS

1. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1124**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "C-2" Commercial Neighborhood District to "C-3" Commercial General District and, Declaring Repealer, Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-3-13-15-1-34, CRT Express/Carol January, 318 E. State Highway 152.)

   Community Development Director Helsel stated the applicant is requesting to rezone property located east of Swadley's restaurant at 318 E. State Highway 152. She stated it contains approximately 1.42 acres stating the property has been completely demolished in the last 10 days and a pad constructed.

Helsel stated the property is currently zoned C-2 which is fairly low for this area stating the applicant had originally requested C-5 zoning, but amended it to C-3 during the April 14th Planning Commission meeting. She stated the applicant's intent is to sell the property. She stated once the property is developed, C-3 zoning would require a minimum six foot masonry fence be installed along all property lines that abut residentially zoned districts.

Helsel stated the Long-Range Plan calls for commercial/retail development in this area, so the request does conform to the comprehensive plan. She stated the Planning Commission voted 6:0 to approve the application at the C-3 level and Staff also recommends approval at C-3. She stated no one was in attendance at the Planning Commission meeting to protest the rezoning.

Vice Mayor Taylor opened the matter for Public Hearing.

There were no requests to speak.

MOTION was made by **Vice Mayor Taylor**, seconded by **Councilman Schweinberg**, to close the Public Hearing.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

MOTION was made by **Councilman Jones**, seconded by **Councilwoman Staples,** to Approve **Ordinance No. 1124**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "C-2" Commercial Neighborhood District to "C-3" Commercial General District and, Declaring Repealer, Providing for Severability;

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

MOTION was made by **Councilman Jones,** seconded by **Councilman Schweinberg** to Declare an Emergency.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

2. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1125**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "R-E" Rural Estates District to "C-3" Commercial General District and, Declaring Repealer, Providing for Severability; and Declaring an Emergency. (Rezoning Application RZ-3-19-15-2-27, Saleh M. Al-Zubi, 201 N. Pine Terrace.)

   Community Development Director Helsel stated the applicant is requesting to rezone property located north of Bronco Stop at 201 N. Pine Terrace. She stated the applicant brought this before the Council about a month and a half ago requesting to rezone the property to C-5 where it failed and now the applicant is bringing it back to Council to rezone to C-3 with a Conditional Use Permit which would be heard in the next item.

   Helsel stated the property contains approximately 2.72 acres with the general character of the area being low density residential and commercial stating this lot is right between high intensity commercial and low density residential development. She stated the Long-Range Plan calls for low density residential development in this area, so the request does not conform to the comprehensive plan.

   Helsel stated the Planning Commission voted 6:0 to approve the application at the C-3 level and Staff also recommends approval at C-3. She stated no one was in attendance at the Planning Commission meeting to protest the rezoning.

   Discussion was held concerning what type of businesses could be performed in C-3 zoning with **Helsel** advising businesses as you would see in a strip center, a restaurant with no alcohol, medium level retail, beauty services, sales of cellular equipment as well as offices were examples provided. She stated outside vehicle storage was not allowed nor was any type of big noise creating business.

Vice Mayor Taylor opened the matter for Public Hearing.

There were no requests to speak.

MOTION was made by **Councilman Jones**, seconded by **Councilwoman Hagan**, to close the Public Hearing.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

MOTION was made by **Councilwoman Staples**, seconded by **Councilman Schweinberg,** to Approve **Ordinance No. 1125**, Amending the Zoning Ordinance of the City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from "R-E" Rural Estates District to "C-3" Commercial General District and, Declaring Repealer, Providing for Severability;

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

MOTION was made by **Councilman Schweinberg,** seconded by **Councilwoman Hagan** to Declare an Emergency.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

3. **Public Hearing, Discussion, Consideration and Possible Action** regarding Approval of Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

Community Development Director Helsel stated this property is the same property as discussed in Item H-2 stating the applicant is requesting a Conditional Use Permit (CUP) for mini-storage for this property. She stated a minimum six foot masonry fence is required for all property lines that abut residentially zoned districts stating the applicant plans to fence the property on all sides. She stated the mini-storage would be self serve with no on-site management.

Helsel stated the Planning Commission approved the CUP 6:0 in their April 14th meeting. She stated Staff is requesting a restriction be placed on the CUP allowing only inside storage – no outside storage, and Staff is recommending approval of the CUP with this restriction.

Vice Mayor Taylor opened the matter for Public Hearing.

Mr. Ashton Allen, 301 N. Pine Terrace, addressed the Council stating they have to use this road as access to their property and traffic there is already terrible and asked if the road would be widened. He also stated a six foot fence would not be tall enough as he would still be able to see over it from his property and would be an eye sore.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilman Jones**, to close the Public Hearing.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

Helsel stated the widening of the road had not been discussed; however, typically in a commercial development, street improvements would be required if traffic warrants it. She stated the fence required by code is six foot; however, a restriction could be placed requiring an eight foot fence on the North side, or on all sides.

Discussion was held concerning the number of houses on this street with it being stated only one house was located on N. Pine Terrace as well as a few houses located on Richard Terrace, stating only the house on N. Pine Terrace takes this entrance to get to their property.

Other discussion included whether or not fence height requirements or road widening could be required at a later date and if there was enough property to widen the road if it was felt that it was necessary. **Helsel** stated any requirements needed to be stated now through restrictions and would have to research the easement to determine if there was enough property to widen the road.

MOTION was made by **Councilman Schweinberg**, seconded by **Councilwoman Staples,** to Table the Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

*4. **Discussion, Consideration and Possible Action** regarding Amending a Permanent Easement granted by Covenant Development Corporation to the City of Mustang for Placement of a Water Line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M.

City Attorney Miller stated the City was approached by the owner of property located at SW 119th and Western where the City has easements on a piece of property since 1981. The current owner of the property, Westmoore Community Church, is interested in selling a portion of the property and has asked the City to relocate the easement.

Miller stated the City currently has no water lines on that easement and is agreeable to moving it with engineers from both parties working on this process.

Miller stated he would recommend placing two conditions upon the approval of amending the easement:

1) City Engineer and Staff Approval of Final Exhibit A, as one piece of legal description is missing from the current Exhibit A;

2) City obtaining the Title Report showing the nature of any easements or encumbrances that have intervened since the second easement date and current date, and City obtaining subordination agreements from the owners of those encumbrances to ensure the City's priority position remains the same

Miller also stated an application to vacate the prior easement has been filed, assuming this item is approved, that will be brought back to Council for approval at a later date.

MOTION was made by **Vice Mayor Taylor**, seconded by **Councilman Schweinberg,** to Approve the Amendment to Permanent Easement granted by Covenant Development Corporation to the City of Mustang for Placement of a Water Line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M. with the following conditions:

1) City Engineer and Staff Approval of Final Exhibit A, as one piece of legal description is missing from the current Exhibit A;

2) City obtaining the Title Report showing the nature of any easements or encumbrances that have intervened since the second easement date and current date, and City obtaining subordination agreements from the owners of those encumbrances to ensure the City's priority position remains the same

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

J. CITY ATTORNEY'S REPORT

Discussion, Consideration and Possible Action regarding John E. Gatliff II and Joetta D. Gatliff vs City of Mustang, Oklahoma, et al., Case No. CJ-2015-217, District Court, Canadian County, Oklahoma; and, proposed Executive Session as authorized by 25 Okla. Stat. §307(B)(4).

MOTION was made by **Vice Mayor Taylor,** seconded by **Councilman Schweinberg** to adjourn to executive session.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg,
NAY: None

TIME ADJOURNED to Executive Session: **7:51 p.m.**

Vice Mayor Taylor called the meeting back in session at **8:01 p.m.**

In reference to Item J-1 –

No motion taken, information purposes only.

K. ADJOURNMENT

MOTION was made by **Councilman Schweinberg**, seconded **Councilman Jones** to adjourn.

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

The meeting was adjourned at **8:01 p.m.**

_____
Jay Adams, Mayor

Attest:

_____
Lisa Martin, City Clerk

The City of Mustang

Proclamation

WHEREAS, the Mustang Broncos Men's Basketball Team had a very successful and record breaking season; and

WHEREAS, on the basketball court, the Mustang Broncos finished its 2014-15 season undefeated with a record of 28-0, and as a result, capturing its first Class 6-A Oklahoma State Championship in the program's history; and

WHEREAS, the Mustang Broncos undefeated season represents only the 4th time in State Championship history that a team has gone undefeated in the state's largest class; and

WHEREAS, in the State Tournament, Mustang faced and defeated Broken Arrow, Edmond Memorial, and Edmond Santa Fe with an average margin of victory of nearly 27 points; and

WHEREAS, in the final game, the Mustang Broncos beat Edmond Santa Fe by a score of 93 to 54, thus representing the second largest margin of victory (39) in state championship history; and

WHEREAS, the Mustang Broncos teamwork also aided two of its players, Mr. Aubrey Johnson and Mr. Jakolby Long to be named to the Class 6-A All-Tournament Team with Johnson being named the 6A Tournament MVP; and

WHEREAS, the Mustang Broncos consistently throughout the entire season demonstrated tenacity, teamwork, sportsmanship, and were ambassadors of the tallest order for the Mustang Public Schools and the City of Mustang; and

WHEREAS, the entire community is very proud of each and every one of you and I encourage all Mustang citizens to congratulate the members of the team, coaches and parents of these fine young men and to continue offering their support and encouragement as these outstanding young citizens continue their pursuit of sports, academics and future goals as they continue the path towards adulthood. They have proven that they are individuals striving for and obtaining success in their endeavors. They have already started down the path to fulfilling their dreams of multiple accomplishments and becoming valuable young leaders of our community.

NOW, THEREFORE, I, Jay Adams, Mayor of the City of Mustang, do hereby proclaim Friday, May 8, 2015, as

"Mustang Broncos Men's Basketball Day"

GIVEN under my hand and seal of the City of Mustang, Oklahoma, this **5th** day of **May, 2015**.

Jay Adams, Mayor

ATTEST:

Lisa Martin, City Clerk

Proclamation

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

WHEREAS, the names of thirteen fallen Peace Officers will be added to the tablets of the Oklahoma State Peace Officer Memorial in 2015; and

WHEREAS, the members of the law enforcement agency of Mustang play an essential role in safeguarding the rights and freedoms of Mustang citizens; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of Mustang unceasingly provide a vital public service;

NOW, THEREFORE, it is hereby **RESOLVED**, that the Mustang City Council, calls upon all citizens of Mustang and upon all patriotic, civic and educational organizations to;

(1) Observe May 15th of each year as **Peace Officers Memorial Day** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, recognize that since 1944 line of duty police deaths have never been below 100; or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen and injured heroes;

(2) Further directing that all United States flags be displayed at half-staff on all municipal buildings on such day, consistent with Public Law 103-322;

(3) Observe in each year the calendar week during which such May 15th occurs as **Police Week**, with appropriate ceremonies and observances in which all of our citizens may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community.

Accepted by the City Council and Approved by the Mayor of the City of Mustang, this 5th day of May, 2015.

_____
Mayor Jay Adams

ATTEST:

_____
City Clerk

OATH OF OFFICE

STATE OF OKLAHOMA)
COUNTY OF CANADIAN)
CITY OF MUSTANG)

I, Kevin M. Riley, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oklahoma and the Charter of the City of Mustang and that I will endeavor to secure and maintain an honest and efficient administration of the affairs of the City of Mustang free from partisan distinction or control; and that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law. I further swear that I will faithfully discharge my duties as **Ward I, Councilmember**, to the best of my ability.

KEVIN M. RILEY

SUBSCRIBED AND SWORN to before me this **5th** day of **May 2015.**

STEVE HUDDLESTON
MUNICIPAL JUDGE

OATH OF OFFICE

STATE OF OKLAHOMA)
COUNTY OF CANADIAN)
CITY OF MUSTANG)

I, Brian Grider, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oklahoma and the Charter of the City of Mustang and that I will endeavor to secure and maintain an honest and efficient administration of the affairs of the City of Mustang free from partisan distinction or control; and that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law. I further swear that I will faithfully discharge my duties as **Ward III, Councilmember**, to the best of my ability.

_____
BRIAN GRIDER

SUBSCRIBED AND SWORN to before me this **5th** day of **May 2015.**

_____
STEVE HUDDLESTON
MUNICIPAL JUDGE

OATH OF OFFICE

STATE OF OKLAHOMA)
COUNTY OF CANADIAN)
CITY OF MUSTANG)

I, Jay Adams, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oklahoma and the Charter of the City of Mustang and that I will endeavor to secure and maintain an honest and efficient administration of the affairs of the City of Mustang free from partisan distinction or control; and that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law. I further swear that I will faithfully discharge my duties as **Mayor**, to the best of my ability.

_____
JAY ADAMS

SUBSCRIBED AND SWORN to before me this **5th** day of **May 2015.**

_____
STEVE HUDDLESTON
MUNICIPAL JUDGE

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-2
2. MEETING DATE: May 5, 2015
3. TITLE: Election of Vice Mayor
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND:

   Section 2-2 of the City Charter states that the Council shall elect a Vice Mayor from its membership at the first meeting after the time prescribed for the beginning of the terms of the newly elected Councilmembers or as soon thereafter as practicable. The Vice Mayor shall serve until the next such meeting.

7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE NO. None

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01		MAYOR AND COUNCIL				
15-0365	01-H0045	STEVEN HUDDLESTON	COURT APPEARANCES	4/2015	201504231022	1,600.00
15-1771	01-M0115	MTM RECOGNITION CORPORATION	OUTGOING PLAQUES FOR COUN	4/2015	5773579	216.46
15-0011	01-W0001	WHEATLEY, SEGLER, OSBY & M	MONTHLY RETAINER FEES	5/2015	MAY RETAINER	2,239.95
15-0396	01-Y0010	YOUTH & FAMILY SERVICES	ANNUAL CONTRACT	4/2015	42415CMG	5,000.00
					DEPARTMENT TOTAL:	9,056.41
DEPARTMENT: 11		CITY MANAGER				
15-1863	01-D1082	DELTA DENTAL	PENSION/RETIREE INSURANCE	5/2015	201505011053	261.36
15-1843	01-J00005	JUST PLAIN GOOD MANAGEMENT	TRAINING BOOKS FOR STAFF	4/2015	03657	224.25
15-1544	01-M0001	MUSTANG NEWS	PUBLICATIONS	4/2015	59788	50.45
15-1811	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	4/2015	DISCHARGE PERMIT	24.45
15-1616	01-M0234	MUSTANG TIMES	PUBLICATIONS	4/2015	mt93944	49.10
15-1864	01-U0220	USAVISION GROUP ACCOUNTS	RETIREE INSURANCE	5/2015	201505011058	39.00
					DEPARTMENT TOTAL:	648.61
DEPARTMENT: 12		LIBRARY				
15-1820	01-01030	KENNETH E HADA	BOOK OF POETRY	4/2015	201504291045	30.00
15-1098	01-02560	MIDWEST TAPE	NONPRINT MATERIALS	4/2015	92700762	199.70
15-1473	01-02560	MIDWEST TAPE	DVDS, AUDIOS, MUSIC	4/2015	92771496	12.99
15-0866	01-B1023	BAKER N TAYLOR	BOOKS FOR CHILDREN & TEEN	4/2015	5013549187	30.33
15-1169	01-B1023	BAKER N TAYLOR	BOOKS FOR COLLECTION	4/2015	5013581503	394.22
15-1474	01-B1023	BAKER N TAYLOR	CHILDRENS BOOKS	4/2015	5013572717	88.50
15-1809	01-C0011	CHICKASAW TELECOM, INC.	LABOR FOR REPAIR	4/2015	155518	64.00
15-0308	01-T0034	CENGAGE LEARNING, INC	LARGE PRINT BOOKS	4/2015	54848739	24.80
					DEPARTMENT TOTAL:	844.54
DEPARTMENT: 13		PARKS AND RECREATION				
15-0338	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE RENTALS	4/2015	201504291037	87.00
15-1788	01-B0194	JANIS BROWN	BALLOON ANIMALS	4/2015	51615	150.00
15-1777	01-F6632	FUN TIME ENTERTAINMENT	SLIDE & BOUNCE HOUSE/EVEN	4/2015	2015.0003	350.00
15-1856	01-M00001	MIKE BLACK	SPECIAL EVENT PERFORMANCE	4/2015	0001	600.00
15-1491	01-N0108	SPRINT SOLUTIONS, INC.	ASP/CAMP CELL PHONES	4/2015	597274785-084	155.52
					DEPARTMENT TOTAL:	1,342.52

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
15-0312	01-03660	COX COMMUNICATIONS	TELEPHONE/INTERNET	4/2015	201504241030	6,266.24
15-0338	01-A0114	PHIL & HELEN SCHUMINSKY MUS	STORAGE RENTALS	4/2015	201504291035	230.00
15-0370	01-E0065	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	4/2015	334864774	334.07
15-0131	01-K0127	KG HOLDINGS	STAGE INCENTIVE PAY	4/2015	201504231018	4,833.33
15-0170	01-N0025	FIRST CHOICE COFFEE	CITY HALL COFFEE SERVICE	4/2015	107475	29.95
15-0374	01-P1051	PITNEY BOWES	BULK POSTAGE	4/2015	201504241027	4,297.26
15-1814	01-S0203	STORM SHELTER REFUNDS	SAFE ROOM REIMBURSEMENT	4/2015	201504231019	11,875.00
					DEPARTMENT TOTAL:	27,865.85
DEPARTMENT: 18		TOWN CENTER				
15-1766	01-A0060	CHARRICK ASSOCIATES	DOOR REPAIR	4/2015	F75227	290.00
15-1293	01-E0065	INTERLINE BRANDS, INC	CLEANING SUPPLIES	4/2015	334864782	683.68
15-1839	01-T0056	TRANE CO	REPAIRS TO HVAC	4/2015	34313729	2,925.57
					DEPARTMENT TOTAL:	3,899.25
DEPARTMENT: 19		BALL COMPLEX				
15-1819	01-00560	JAMES HILLIS	PORTABLE RESTROOMS	4/2015	12451	883.00
15-1850	01-00560	JAMES HILLIS	RESTROOM RENTAL	4/2015	12384-12531	3,626.00
15-1851	01-05340	EMMONS CONSTRUCTION, LLC	FINAL CONCESSION PAYMENT	4/2015	201504291034	6,002.80
15-1825	01-C0118	CALLAHAN CONTRUCTION, INC.	GLASS WINDOWS @ CONCESSIO	4/2015	040815-03	7,520.00
15-1785	01-C0210	COUNTRY EQUIPMENT & USED TR	RENTAL OF SOD CUTTER	4/2015	35628	60.00
15-1735	01-F0076	FACTORY DIRECT FLAGPOLES	REPAIR OF FLAGPOLE	4/2015	1717	962.00
15-1824	01-H0025	H.I.S. PAINT MFG CO	PAINT & TEXTURE FOR CONCE	4/2015	275587	449.85
15-1795	01-M0194	MUSTANG FENCE	REPAIR FENCE AT BASEBALL	4/2015	426832	2,205.83
15-1750	01-M1000	MAZZIO'S PIZZA	PIZZAS TO SELL AT CONCESS	4/2015	545112	37.50
15-1807	01-O1159	JOE OGLSBY	SCHEDULING OF REF'S	4/2015	209	252.00
15-1717	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSION	4/2015	84996005	948.09
15-1790	01-P0144	BOTTLING GROUP, LLC	DRINKS FOR CONCESSIONS	4/2015	84996005A	104.64
15-1822	01-S8858	SHATWELL'S TURF MANAGEMENT	WEED TREATMENT	4/2015	201504231025	1,925.00
15-1806	01-T0053	TIMOTHY N. TRAYLOR	SCHEDULING OF GAMES	4/2015	352	90.00
15-1826	01-W0106	WINNELSON CO	LIFT STATION PUMP	4/2015	290331-00	2,626.25
					DEPARTMENT TOTAL:	27,692.96

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 21		FINANCE				
15-1770	01-05250	COMTECH DESIGN, PRINT & MAI	#9 & #10 ENVELOPES	4/2015	123325	3,436.07
					DEPARTMENT TOTAL:	3,436.07
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
15-1694	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	4/2015	59786	100.50
15-0070	01-P0086	JIMANI VENTURES, INC.	OIL CHANGES	4/2015	227010	25.99
					DEPARTMENT TOTAL:	126.49
DEPARTMENT: 41		POLICE				
15-1680	01-03580	SOUTH CENTRAL INDUSTRIES	CASES OF NITRILE GLOVES	4/2015	8357	325.00
15-0829	01-04930	TRANSCRIPT PRESS	BUSINESS CARD ORDERS	4/2015	44182	29.28
15-1497	01-A0220	AMTEC LESS-LETHAL SYSTEMS,	AMMUNITION	4/2015	031576	509.00
15-0475	01-M0115	MTM RECOGNITION CORPORATION	REFINISH BADGES/SERVICE B	4/2015	5771207	36.00
15-0546	01-M0115	MTM RECOGNITION CORPORATION	BADGE, AWARDS & PIN ORDER	4/2015	5771207A	259.00
15-0049	01-N0025	FIRST CHOICE COFFEE	COFFEE SERVICE	4/2015	107474	46.70
15-0036	01-P0086	JIMANI VENTURES, INC.	OIL CHANGES	4/2015	226234	199.93
15-0059	01-S0206	STOLZ TELECOM, LLC	VEHICLE REPAIRS	4/2015	1094	158.40
15-1667	01-T0013	TASER INTERNATIONAL INC	TARGETS, SIM CARTS	4/2015	SI1396459	1,651.63
15-1210	01-W0020	WALMART COMMUNITY BRC	OFFICE SUPPLIES, JAIL SUP	4/2015	201504231026	106.87
					DEPARTMENT TOTAL:	3,321.81
DEPARTMENT: 42		ANIMAL CONTROL				
15-1210	01-W0020	WALMART COMMUNITY BRC	OFFICE SUPPLIES, JAIL SUP	4/2015	201504231026	2.97
					DEPARTMENT TOTAL:	2.97
DEPARTMENT: 51		FIRE				
15-1698	01-01610	E.O.C. TECH	HAZMAT AWARENESS CLASS	4/2015	20150142	175.00
15-1607	01-A0110	ALL SEASON BUILDING SUPPLY,	MISC. REPAIR & BUILDING M	4/2015	25988	19.90
15-1783	01-C1034	CUMMINS SOUTHERN PLAINS, LL	ALTERNATOR BELT	4/2015	020-81078	144.74
15-1754	01-C1086	CHANNING-BETE	ACLS & PALS MANUALS	4/2015	52952160	136.25
15-1752	01-G0082	GENESIS	INSTRUCTOR CARDS	4/2015	114	120.00
15-1805	01-H1016	CARL HICKMAN	CHIEF CONFERENCE - PERDIE	4/2015	201504231023	120.00
15-1629	01-O0095	OK FIRE CHIEFS ASSOC	OK FIRE CHIEFS CONFERENCE	4/2015	3750	100.00
15-1803	01-O0227	OVERHEAD DOOR COMPANY	GARAGE DOOR #4	4/2015	248787-IN	170.00
15-1762	01-S0088	SPECIAL OPS UNIFORMS, INC	UNIFORM CLASS A	4/2015	231634	42.00
					DEPARTMENT TOTAL:	1,027.89

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 61		STREETS				
15-1818	01-00055	OG&E COMPANY	ELECTRIC SERVICE	4/2015	201504231024	107.07
					DEPARTMENT TOTAL:	107.07
					FUND TOTAL:	79,372.44

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
15-1706	01-02510	ISABELLA SILVERS	DUCT TAPE EXPO	4/2015	201504291044	50.00
15-1704	01-02520	OSU ENTOMOLOGY AND PLANT PA	INSECT ADVENTURE PROGRAM	4/2015	201504291050	250.00
15-1703	01-04210	SUGAR FREE ALLSTARS LLC	MUSICAL FAMILY PERFORMANC	4/2015	201504291049	200.00
15-1700	01-B1020	DARLEEN BAILEY BEARD	TEEN WRITING WORKSHOP	4/2015	201504291051	230.88
15-1705	01-C0217	CIMARRON CIRCUIT OPERA COM	UGLY DUCKLING PERFORMANCE	4/2015	201504291047	175.00
15-1707	01-D0012	BRYAN DAHLVANG	JUNK ART PROGRAM	4/2015	201504291040	75.00
15-1708	01-D0012	BRYAN DAHLVANG	JUNK ART PROGRAM	4/2015	201504291039	75.00
15-1699	01-D0138	DWE WILLIAMS	STORY TELLING PERFORMANCE	4/2015	201504291041	312.50
15-1753	01-H1026	DANA L. HELMS	PROGRAM FOR LIBRARY	4/2015	201504291043	175.00
15-1710	01-H1040	MONTY HARPER	SUMMER KICK OFF PERFORMAN	4/2015	201504291042	175.00
15-1702	01-00064	OK CHILDREN'S THEATRE	CINDERELLA PERFORMANCE	4/2015	201504291046	400.00
15-1711	01-00216	OMNIPLEX	SECRET SERVICE PROGRAM	4/2015	O-0061015MS	175.00
15-1701	01-T0118	UNA B. TOWNSEND	AUTHOR VISIT AND PRESENTA	4/2015	591902	100.00
15-1726	01-T1213	CANDI TRAMMELL	FITNESS PROGRAM FOR TEENS	4/2015	201504291048	40.00
					DEPARTMENT TOTAL:	2,433.38
					FUND TOTAL:	2,433.38

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
15-1743	01-01700	COMLINK	NIMH BATTERIES FOR RADIOS	4/2015	23263	1,220.53
15-1676	01-00085	OK ASSOC CHIEFS OF POLICE	REG. FOR CONFERENCE	4/2015	2014-2176	275.00
15-1668	01-Y0040	YUKON TROPHY & AWARDS INC	GRAPHICS FOR TAHOES	4/2015	415283	1,230.00
					DEPARTMENT TOTAL:	2,725.53
					FUND TOTAL:	2,725.53

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
15-1851	01-05340	EMMONS CONSTRUCTION, LLC	FINAL CONCESSION PAYMENT	4/2015	201504291033	580.00
15-1345	01-U6482	ULTIMATE COMFORT	RESTROOM HVACS	4/2015	360	5,975.00
					DEPARTMENT TOTAL:	6,555.00
					FUND TOTAL:	6,555.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		ADMINISTRATION				
15-1768	01-T0142	THE LIBRARY CORPORATION	CIRCULATION BARCODE SCANN	4/2015	58883	367.00
					DEPARTMENT TOTAL:	367.00
					FUND TOTAL:	367.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
15-1846	01-T01111	TRAFFIC ENGINEERING CONSULT	TRAFFIC STUDY	4/2015	10051	1,800.00
					DEPARTMENT TOTAL:	1,800.00
					FUND TOTAL:	1,800.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARK AND RECREATION				
15-1851	01-05340	EMMONS CONSTRUCTION, LLC	FINAL CONCESSION PAYMENT	4/2015	201504291032	600.00
15-1823	01-H4401	HUNTER PLUMBING	COMPLETION OF SOCCER FIEL	4/2015	1220	5,000.00
15-1345	01-U6482	ULTIMATE COMFORT	RESTROOM HVACS	4/2015	360B	5,975.00
					DEPARTMENT TOTAL:	11,575.00
DEPARTMENT: 15		GENERAL GOVERNMENT				
15-1049	01-C2231	CORY'S AUDIO VISUAL SERVICE	AUDIO/VIDEO SYSTEM	4/2015	183352	10,842.95
					DEPARTMENT TOTAL:	10,842.95
DEPARTMENT: 19		BALL COMPLEX				
15-1660	01-A0110	ALL SEASON BUILDING SUPPLY,	SUPPLIES FOR CONCESSION	4/2015	24224	55.63
15-1662	01-C0118	CALLAHAN CONTRUCTION, INC.	INSTALLING FRAMING	4/2015	040815-01	7,600.00
15-1442	01-R0031	JACK E. RAMEY	SHADE STRUCTURES	4/2015	201504291052	8,400.00
					DEPARTMENT TOTAL:	16,055.63
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
15-1456	01-00800	JOHN VANCE AUTO GROUP	2015 RAM CREW CAB TRUCK	4/2015	86044	29,693.86
					DEPARTMENT TOTAL:	29,693.86
DEPARTMENT: 75		SEWER				
15-1844	01-E1106	EST ENGINEERING	LIFT STATION ENGINEERING	4/2015	33730	3,685.00
					DEPARTMENT TOTAL:	3,685.00
					FUND TOTAL:	71,852.44

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** J-2

2. **DATE** May 5, 2015

3. **TITLE:** Approval to turn past due utility accounts over to the collection agency.

4. **COUNCIL ACTION:** Approve or Deny

5. **INITIATOR:** Janet Watts, Finance Director,

6. **BACKGROUND:** The attached utility accounts are past due and need to be sent to collections. Total balance is $3,747.84 excluding collection agency fees.

7. **STAFF SOURCE:** Janet Watts

8. **FINANCIAL IMPACT:** Bad debt write-off of $3,747.84

9. **STAFF COMMENTS:** Recommends turning accounts over to collections.

10. **CITY ATTORNEY'S COMMENTS:**

11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

05/05/2015

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
10-0099-06-0 START DATE: 6-24-14 FINAL DATE: 3-6-15	ARMSTRONG, TIM	630 W ELDER DR MUSTANG, OK 73064	12309 S CEMETERY RD MUSTANG, OK 73064	$ 249.05		
06-0279-11-0 START DATE: 10-3-12 FINAL DATE: 3-10-15	BARNES, JEREMY	1037 N RIDGECREST WAY MUSTANG, OK 73064	10713 SW 31ST CT YUKON, OK 73099	$ 91.34		
06-0117-02-0 START DATE: 1-7-11 FINAL DATE: 2-9-15	BOONE, CHRIS	930 W RIDGECREST WAY MUSTANG, OK 73064	11704 HOLLYROCK COURT YUKON, OK 73099	$ 226.88		
06-0046-06-0 START DATE: 9-2-08 FINAL DATE: 2-20-15	BRYAN JR, RAYMOND	1006 W GRIGGS WAY MUSTANG, OK 73064	608 N FALCON WAY MUSTANG, OK 73064	$ 136.25		
17-03298-02 START DATE: 2-4-14 FINAL DATE: 5-27-14	D'AVIS, STACY	601 N WILLOW BRANCH WAY MUSTANG, OK 73064	617 E HILLCREST LN MUSTANG, OK 73064	$ 156.11		
04-0100-06-0 START DATE: 4-24-13 FINAL DATE: 3-6-15	DINWIDDIE, LEANNA	705 N ROBIN WAY MUSTANG, OK 73064	705 N ROBIN WAY MUSTANG, OK 73064	$ 189.41		
19-0304-12-0 START DATE: 5-4-09 FINAL DATE: 3-9-15	DISHMAN, LANETTE	1705 E LONGVIEW LANE MUSTANG, OK 73064	11908 S CEMETARY RD MUSTANG, OK 73064	$ 557.24		
04-0056-12-0 START DATE: 11-25-13 FINAL DATE: 3-25-15	DURAN, JULIE	525 N ROBIN WAY MUSTANG, OK 73064	613 E JUNIPER LN MUSTANG, OK 73064	$ 110.64		
13-0492-03-0 START DATE: 4-7-10 FINAL DATE: 3-12-15	EASTER, TERRY	430 W STRASBURG WAY MUSTANG, OK 73064	430 W STRASBURG WAY MUSTANG, OK 73064	$ 273.97		
15-0176-04-0 START DATE: 10-10-14 FINAL DATE: 2-20-15	ESTRADA, CHRISTINA	525 E KATELYN LANE MUSTANG, OK 73064	525 E KATELYN LANE MUSTANG, OK 73064	$ 249.12		
09-0162-07-0 START DATE: 1-10-12 FINAL DATE: 3-12-15	GROVER, ALLEN & PATTERSON, PENNY	609 W CARSON DR MUSTANG, OK 73064	609 W CARSON DR MUSTANG, OK 73064	$ 354.33		
13-0425-01-0 START DATE: 10-23-13 FINAL DATE: 2-27-15	KEMPER, DEREK	337 W CROOKED BRANCH WAY MUSTANG, OK 73064	696 COVINA DR HENDERSON, NV 89002	$ 92.76		
05-0166-06-0 START DATE: 1-5-15 FINAL DATE: 3-3-15	PROVOST, BRIANNA	218 N WESTCHESTER WAY MUSTANG, OK 73064	11100 ROXBORO AVE APT 2011 OKC, OK 73162	$ 63.35		
17-0078-09-0 START DATE: 4-7-14 FINAL DATE: 3-12-15	TANKERSLEY, CHRISTINA	320 E LINDEN LN MUSTANG, OK 73064	1125 SW 39TH ST OKC, OK 73109	$ 91.32		
17-0236-03-0 START DATE: 10-12-12 FINAL DATE: 3-12-15	TAYLOR, STACI	520 E LINDEN LN MUSTANG, OK 73064	520 E LINDEN LN MUSTANG, OK 73064	$ 145.71		
11-0149-11-0 START DATE: 10-28-14 FINAL DATE: 2-27-15	WEEKS, STEVEN	335 W ELDER DR MUSTANG, OK 73064	335 W ELDER DR MUSTANG, OK 73064	$ 159.74		
12-0050-11-0 START DATE: 12-8-10 FINAL DATE: 3-12-15	WEIR, DENNIS	717 S MUSTANG RD MUSTANG, OK 73064	717 S MUSTANG RD MUSTANG, OK 73064	$ 208.96		
17-0197-05-0 START DATE: 7-8-13 FINAL DATE: 3-6-15	WILLIAMS, MICHAEL	727 E ELDER LN MUSTANG, OK 73064	231 N EASTERN AVE APT A MOORE, OK 73160	$ 166.74		
05-0111-02-0 START DATE: 4-3-14 FINAL DATE: 3-6-15	YOUNG, BETH	1035 W WINDSOR WAY MUSTANG, OK 73064	1022 STEWART PL COLORADO SPRINGS, CO 80910	$ 224.92		
ACCOUNTS: 19				TOTALS: $ 3,747.84	$ 1,311.74	$5,059.58

CITY OF MUSTANG

AGENDA COMMENTARY

1. **ITEM**: J-3

2. **MEETING DATE**: May 5, 2015

3. **TITLE**: Approval to renew the public works contract between the Department of Corrections and the City of Mustang

4. **COUNCIL ACTION**: Approve/Deny

5. **INITIATOR**: Justin Battles, Assistant City Manager

6. **BACKGROUND**:

   The attached agreement is an annual agreement signed yearly allowing the City of Mustang to utilize inmate labor primarily at the Wild Horse Park sports facilities during non-function hours for maintenance.

7. **FINANCIAL IMPACT**: $1,040.40

8. **STAFF'S COMMENTS:** Staff recommends approval

9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

Robert Patton
DIRECTOR



Mary Fallin
GOVERNOR

STATE OF OKLAHOMA
OKLAHOMA DEPARTMENT OF CORRECTIONS
UNION CITY COMMUNITY CORRECTIONS CENTER

April 23, 2015

To: City of Mustang

From: Kristie Phillips, Assistant District Supervisor

Re: FY 2016 PPWP Contract

Attached you will find four (4) original, signed PPWP contracts for the FY 2016 year.

After approval and signed on pages 8 and 9, I need three (3) returned to Union City Community Corrections Center.

If you have any questions, feel free to contact Dan Hix at 405-483-5902 or by email at dan.hix@doc.state.ok.us

Cc: file

PUBLIC WORKS PROJECT CONTRACT BY AND BETWEEN THE OKLAHOMA DEPARTMENT OF CORRECTIONS AND CITY OF MUSTANG,

FY 2016

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, **City of Mustang**, hereinafter, **Public Agency**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the offender workers perform the following responsibilities:

Mowing, weed control, litter removal, janitorial services in public buildings, general cleanup and maintenance for the City of Mustang under general supervision of employees of the City of Mustang for the benefit of the City.

The Public Agency will also provide work orders, job duties/assignments, any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.

3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit, nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.

5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.

6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.

7. The Public Agency agrees to pay to the Department, the base cost plus ten percent on a monthly billing basis, unless otherwise agreed. Ten percent above the base cost will be charged to cover the cost, if any, of the Department's equipment repair and replacement. The base cost may comprise the following categories:

   a. The cost of transportation of the prisoners to and from the project;
   b. The cost of lodging and food for the prisoners and correctional personnel assigned to the project;
   c. The cost of guarding the prisoners;
   d. The cost of all tools and materials furnished by the DOC, if any;
   e. The cost of the salaries of the assigned prisoners; and
   f. Miscellaneous. Specify:_____

   The Public Agency may be allowed to provide services to the DOC in exchange for the offender labor, as long as the services are enumerated in this agreement and are of an equivalent or greater fair market value.

8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.

9. The Director of the Department of Corrections or his designee will, at all times during the term of this contract, have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.

10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).

11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project, will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).

12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.

13. The Department will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.

14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.

15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.

16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent

jurisdiction except attorney's fees and related legal costs, which will be borne by each party separately. Both parties, in determining failure to perform, will consider any mitigating circumstances.

17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.

18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.

19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.

20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.

21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.

22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.

23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:
City of Mustang
1501 North Mustang Road
Mustang, OK 73064

For the Department:
UCCCC Business Office
P.O. Box 129
Union City, OK 73090

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."

25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.

26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.

27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devises modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.

B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure OP-090106 (Section VII. item D.).

28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:

1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by

offenders assigned to the Public Agency will be the responsibility of the Public Agency.

2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.

3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.

4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.

B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:

1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

29. INDEMNIFICATION

A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.

B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

DATE OF EXECUTION:

Date: April 21, 2015

for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

for the Public Agency

Subscribed and sworn to before me this _____ day of, 20_____

Notary Public

My commission expires:_____
My commission number is:_____

PUBLIC WORKS CONTRACT
OKLAHOMA DEPARTMENT OF CORRECTIONS
CITY OF MUSTANG

DATE: April 21, 2015

$ 0.00		A.	The cost of transportation of the offenders to and from the project.
$ 0.00		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project.
$ 0.00		C.	The cost of supervising the offenders.
$ 0.00		D.	The cost of all tools and materials furnished by the Department.
$86.70		E.	The cost of the salaries of the assigned offenders in accordance with their level assignment. Up to six (6) offenders at the pay rate of up to $14.45/offender/month.
$ 0.00		F.	Other miscellaneous. (See addendum)
$ 86.70		**SUBTOTAL**	
$ 8.67		Plus 10%	
$ 95.37		**TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY**	

Oklahoma Department of Corrections	City of Mustang Representative

These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

(R 5/12)

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. J-4

2. MEETING DATE: May 5, 2015

3. TITLE: Department of Environmental Quality Permit to Construct Sewer Lines and Appurtenances – OnCue Project, 900 E State Highway 152

4. COUNCIL ACTION: Acknowledgement of Receipt of DEQ Permit No. SL000009150268, to Construct Sewer Line for OnCue Project, 900 E. State Highway 152

5. INITIATOR: Community Development Department

COMMENTS & FACTS: As part of the development of the OnCue Convenience Store at 900 E. S.H. 152, plans for sewer lines and appurtenances as approved by the city engineer were submitted to the Department of Environmental Quality. The plans were approved by DEQ on April 15, 2015.

The Department of Environmental Quality requests that the City Council acknowledge receipt of the Permit, which will thereby become part of the permanent public record.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

April 15, 2015

Melissa A. Helsel, Director
Community Development
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

Re: Permit No.: SL000009150268
Commercial Development
Sewer Line Extension Project
(Vicinity of State Highway 152 and Sara Road)
Facility No.: S-23543

Dear Mr. Rooney:

Enclosed is Permit No.: SL000009150268 for the construction of approximately 370 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Mustang Commercial Development Sewer Line Extension Project (Vicinity of State Highway 152 and Sara Rd), Canadian County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 15, 2015. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Mustang, after which it should be made a matter of permanent record.

We are returning three (3) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/bg

Enclosure

c: Wheatland DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
Muhammad IKhan, P.E., SMC Consulting Engineers, P. C.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000009150268

SEWER LINES

FACILITY NO.: S-23543

PERMIT TO CONSTRUCT

April 15, 2015

Pursuant to O.S. 27A 2-6-304, the City of Mustang is hereby granted this Tier I Permit to construct approximately 370 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Mustang Commercial Development Sewer Line Extension Project (Vicinity of State Highway 152 and Sara Rd), located in part of NW-1/4, Section 35, T-11-N, R-5-W, I. M., Canadian County, Oklahoma, in accordance with the plans approved on April 15, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.

4) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

PERMIT NO.: SL000009150268

SEWER LINES

FACILITY NO.: S-23543

PERMIT TO CONSTRUCT

8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).

13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. J-5

2. MEETING DATE: MAY 5, 2015

3. TITLE: MAINTENANCE BOND FOR WATER LINE AND FIRE HYDRANT FOR MUSTANG ELEMENTARY GYM PROJECT – 400 S. MUSTANG ROAD

4. COUNCIL ACTION: Discussion, Consideration and Possible Action to Accept Bond

5. INITIATOR: Community Development Department

COMMENTS & FACTS:

The Maintenance Bond for the Public Water Line and Fire Hydrant for the Mustang Elementary Gym Addition has been received by the Community Development Department. All improvements have been completed and tested.

This line and hydrant were installed to serve the property located at 400 S. Mustang Road.

The bond has been reviewed and approved by the City Attorney for form and content.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends acceptance.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

Bond No. GR30714

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Mallett Plumbing and Utility Company, as Principal, and Granite Re, Inc. 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 Eight Thousand Forty One and 00/100, ($ 8,041.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 26th day of January, 20 15. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Mustang Elementary Gym Water Main, 400 S. Mustang Road, Mustang, OK all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

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

Mallett Plumbing and Utility Company
Principal

Attest:

M. R. Lee

By: Scott Rudes

ROBERT MALLETT, INC. CORPORATE SEAL OKLAHOMA

Granite Re, Inc.
Surety

Witness:

Debbie Raper
Debbie Raper

By: Shelli R. Samsel
Attorney-in-Fact Shelli R. Samsel

Approved as to form this _____day of _____, 20_____.

_____
City Attorney

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

Attest:

_____
Mayor

_____
City Clerk

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 11th day of December, 2014.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 11th day of December, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

My Commission Expires:
August 8, 2017
Commission #: 01013257

Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 26th day of January, 2015.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

NOTARY STATEMENT

STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

I, Robyn Gillispie, a Notary Public in and for said County and State, do hereby certify that on this _____ day of _____, 20_____, Jeff Clymer personally known to me to be the same person and official who executed the above foregoing instrument as Agent-Authorized Rep, appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of (CNA) Valley Forge, National Fire Ins Co of Hartford Continental Casualty Co pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Robyn Gillispie
Notary Public

14001837
Notary Commission Number

My Commission Expires: 02/27/18

(Seal)

ROBYN GILLISPIE NOTARY PUBLIC Commission # 14001837 My Commission Expires 02-27-2018 STATE OF OKLAHOMA

MALLE-1 OP ID: RG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2015

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

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

PRODUCER RICH & CARTMILL - OKC 1608 NW Expressway, Suite 100 OKLAHOMA CITY, OK 73118 Jeff Clymer	CONTACT NAME: Robyn Gillispie PHONE (A/C, No, Ext): 405-418-8600 FAX (A/C, No): 405-418-8637 E-MAIL ADDRESS: rgillispie@rcins.com
INSURED Mallett Plumbing and Utility Co; Robert Mallett Inc 301 NW 132nd Oklahoma City, OK 73114	INSURER A : National Fire Ins Co of Hartfo — 20478 INSURER B : National Fire Ins Co of Hartfo — 20478 INSURER C : Valley Forge Ins Co. — 20508 INSURER D : Continental Casualty Co — 20443 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			C4020019476	02/01/2014	02/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			C4020019493	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000			C4020019509	02/01/2014	02/01/2015	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC420019512	02/01/2014	02/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation Floater			C4020019476	02/01/2014	02/01/2015	Installa Deductibl	50,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Project: Mustang Elementary Gym Water Main 400 S Mustang Road, Mustang, OK

CERTIFICATE HOLDER

CITYMU1

City of Mustang
1501 N. Mustang Rd
Mustang, OK 73064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

Mallett Plumbing and Utility Company

Mustang Elementary Gym Water Main
400 S. Mustang Road
Mustang, OK

437'	6" C-900	1,300.00
1	6" on 6" tapping sleeve	350.00
1	6" tapping valve and box	350.00
1	6" 45° bend	50.00
2	6" 22 1/2° bends	100.00
1	6" 11 1/4° bend	50.00
4	6" gate valve and box	400.00
1	6" tee	75.00
2	6" 90° ells	100.00
1	6" x 4" tee	75.00
1	4" gate valve and box	300.00
1	4" x 3" reducer	65.00
1	Fire hydrant	950.00
1	12" fire hydrant riser	150.00
1	2" water meter	450.00
450'	Tracer wire	45.00
	Labor	2,500.00
	TOTAL MATERIALS AND LABOR	**7,310.00**

301 NW 132nd Street Oklahoma City, OK 73114 (405) 748-4400 Fax (405) 748-4419
OK Plumbing Contractor # 13869
PQ Water License #1092 PQ Sanitary Sewer License # 1090 PQ Storm Water License # 1091

HEALTH DEPARTMENT
LABORATORY SERVICES
921 N.E. 23rd St. – ROOM 105
OKLAHOMA CITY, OK 73105-7998
www.occhd.org

LAB NO.: 152090 PWS#: _____
Date Rec'd: 4-9-15 Location Code: _____
Time Rec'd: 1505 Chlorine Residual: _____
Collection Point: Fire hydrant
Collected By: Mike Madrid
Collection Date: 4/9/15 Time: 3:00 a.m. (p.m.) Circle one

748-4419

NAME: Mallers Plumbing PHONE #: 748-4400

PROPERTY ADDRESS: 400 S. Mustang Road (Street)
Mustang, OK (City) Zip

MAILING ADDRESS: 301 NW 132nd (Street)
OKC, OK 73114 (City) Zip

Regular Sample ☐
Retake Sample ☐
Line Test X
Special Sample ☐

LABORATORY RESULTS

X WATER SAFE
_____ WATER UNSAFE*
_____ WATER UNSAFE*

For drinking water to be considered bacteriologically safe, it must be free from coliform bacteria.
Coliform bacteria present. Discontinue consumption until a safe sample is taken.
E.coli present. Strongly indicates more severe, fecal contamination. Discontinue consumption until a safe sample is taken.

Analyst Signature: _____ Date: 4-10-15

*DISINFECTION AND RESAMPLE RECOMMENDED. ADDITIONAL ASSISTANCE MAY BE OBTAINED FROM OCCHD AT (405) 425-4340

OKLAHOMA CITY-COUNTY
HEALTH DEPARTMENT
LABORATORY SERVICES
921 N.E. 23rd St. – ROOM 105
OKLAHOMA CITY, OK 73105-7998
www.occhd.org

LAB NO.: L52091 PWS#: _____
Date Rec'd: 4-9-15 Location Code: _____
Time Rec'd: 1505 Chlorine Residual: _____
Collection Point: Fire hydrant
Collected By: Mike Madrid
Collection Date: 4/9/15 Time: 3:00 a.m. p.m. (Circle one)

NAME: Mallett Plumbing PHONE #: 748-4400

PROPERTY ADDRESS: 400 S. Mustang Road (Street)
Mustang, OK (City) (Zip)

MAILING ADDRESS: 301 NW 132nd (Street)
OKC, OK 73114 (City) (Zip)

Regular Sample ☐
Retake Sample ☐
Line Test X
Special Sample ☐

LABORATORY RESULTS

X WATER SAFE — For drinking water to be considered bacteriologically safe, it must be free from coliform bacteria.

_____ WATER UNSAFE* — Coliform bacteria present. Discontinue consumption until a safe sample is taken.

_____ WATER UNSAFE* — E.coli present. Strongly indicates more severe, fecal contamination. Discontinue consumption until a safe sample is taken.

Analyst Signature: _____ Date: 4-10-15

*DISINFECTION AND RESAMPLE RECOMMENDED. ADDITIONAL ASSISTANCE MAY BE OBTAINED FROM OCCHD AT (405) 425-4340.

OKLAHOMA CITY-COUNTY
HEALTH DEPARTMENT
LABORATORY SERVICES
921 N.E. 23rd St. – ROOM 105
OKLAHOMA CITY, OK 73105-7998
www.occhd.org

LAB NO.: 152092 PWS#: _____
Date Rec'd: 4-9-15 Location Code: _____
Time Rec'd: 1505 Chlorine Residual: _____
Collection Point: Fire Hose
Collected By: Mike Madrid
Collection Date: 4/8/15 Time: 3:00 a.m. (p.m.) Circle one

NAME: Mallett Plumbing PHONE #: 748-4400
PROPERTY ADDRESS: 400 S. Mustang Road (Street)
Mustang, OK (City) (Zip)
MAILING ADDRESS: 301 NW 132nd (Street)
OKC, OK 73114 (City) (Zip)

Regular Sample ☐
Retake Sample ☐
Line Test X
Special Sample ☐

LABORATORY RESULTS

X WATER SAFE — For drinking water to be considered bacteriologically safe, it must be free from coliform bacteria.
_____ WATER UNSAFE* — Coliform bacteria present. Discontinue consumption until a safe sample is taken.
_____ WATER UNSAFE* — E.coli present. Strongly indicates more severe, fecal contamination. Discontinue consumption until a safe sample is taken.

Analyst Signature: _____ Date: 4-10-15

*DISINFECTION AND RESAMPLE RECOMMENDED. ADDITIONAL ASSISTANCE MAY BE OBTAINED FROM OCCHD AT (405) 425-4340.

OKLAHOMA CITY-COUNTY
HEALTH DEPARTMENT
LABORATORY SERVICES
921 N.E. 23rd St. – ROOM 105
OKLAHOMA CITY, OK 73105-7998
www.occhd.org

LAB NO.: 152093 PWS#: _____
Date Rec'd: 4-9-15 Location Code: _____
Time Rec'd: 1505 Chlorine Residual: _____
Collection Point: Fire riser
Collected By: Mike Madrid
Collection Date: 4/8/15 Time: 3:00 a.m. (p.m.) Circle one

NAME: Mallett Plumbing PHONE #: 748-4400

PROPERTY ADDRESS: 400 S. Mustang Road (Street)
Mustang, OK (City) (Zip)

MAILING ADDRESS: 301 NW 132nd (Street)
OKC, OK 73114 (City) (Zip)

Regular Sample ☐
Retake Sample ☐
Line Test ☒
Special Sample ☐

LABORATORY RESULTS

P WATER SAFE — For drinking water to be considered bacteriologically safe, it must be free from coliform bacteria.
_____ WATER UNSAFE* — Coliform bacteria present. Discontinue consumption until a safe sample is taken.
_____ WATER UNSAFE* — E.coli present. Strongly indicates more severe, fecal contamination. Discontinue consumption until a safe sample is taken.

Analyst Signature: _____ Date: 4-10-15

*DISINFECTION AND RESAMPLE RECOMMENDED. ADDITIONAL ASSISTANCE MAY BE OBTAINED FROM OCCHD AT (405) 425-4340.

CITY OF MUSTANG

AGENDA COMMENTARY

1. **ITEM**: J-6

2. **MEETING DATE**: May 5, 2015

3. **TITLE**: Approval of Performance and Maintenance Bonds for project titled 59th Street Bridge Waterline Relocation

4. **COUNCIL ACTION**: Approve/Deny

5. **INITIATOR**: Justin Battles, Assistant City Manager

6. **BACKGROUND**: In 2014 the City of Mustang was notified by Oklahoma City that they would be constructing a new bridge on 59th Street between Czech Hall Road and Clear Springs. In the planning stages Oklahoma City notified us that a current waterline would need to be relocated as the new bridge will be constructed for future four lane road. At the March 17 City Council meeting the low bidder, RDM Construction was awarded the bid and the contract was approved at the April 7 meeting. Attached are the performance and maintenance bonds.

7. **FINANCIAL IMPACT**:

8. **STAFF'S COMMENTS:** Staff recommends approval.

9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

Bond No: 3171566

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That RDM Const., Inc.,

as Principal, and Westfield Insurance Company,

a Corporation organized under the laws of the State of Ohio,

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound

unto City of Mustang

in the penal sum of Thirty Nine Thousand Nine Hundred & 00/100---- Dollars ($ 39,900.00)
in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 24th day of March, 20 15.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHRITY, dated March 24, 20 15, for:

59th Street Bridge Waterline Relocation

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 Mustang Improvement Authority 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 Mustang Improvement Authority 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:

Carmen Haynes

PRINCIPAL:

RDM Const., Inc.

BY: Karen Wayne

Surety:

Westfield Insurance Company

By: Deborah Raper

Attorney-in-Fact Deborah L. Raper

Address of Surety or Agent:

Rich & Cartmill, Inc.

1608 NW Expressway, Suite 100

Oklahoma City, OK 73118

Telephone No. 405-418-8600

APPROVED as to form and legality this _____ day of _____, 20___.

CITY ATTORNEY

APPROVED by the Mustang Improvement Authority this _____ day of _____, 20_____.

ATTEST:

CITY CLERK

MAYOR

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3520502 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN KELLY DEER, STEPHEN MICHAEL POLEMAN, VAUGHN PAUL GRAHAM, TRAVIS E. BROWN, MARK D. NOWELL, LINDA L. LOUDERMILK, CINDY M. REYNOLDS, DEBORAH L. RAPER, SUSANNE CUSIMANO, DWIGHT A. PILGRIM, SHELLI R. SAMSEL, JOINTLY OR SEVERALLY

of **TULSA** and State of **OK** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

Bond No: 3171566

WATER AND SEWER MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, RDM Const., Inc., as Principal, and Westfield 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 Forty Three Thousand Eight Hundred Ninety & 00/100 ($ 43,890.00), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 24th day of March, 20 15. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: 59th Street Bridge Waterline Relocation all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

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

RDM Const., Inc.
Principal

Attest:

By: _____

Westfield Insurance Company
Surety

Witness:

By: _____
Attorney-in-Fact Deborah L. Raper

Approved as to form this _____day of _____, 20_____.

_____
City Attorney

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

Attest:

_____
Mayor

_____
City Clerk

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **3520502 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN KELLY DEER, STEPHEN MICHAEL POLEMAN, VAUGHN PAUL GRAHAM, TRAVIS E. BROWN, MARK D. NOWELL, LINDA L. LOUDERMILK, CINDY M. REYNOLDS, DEBORAH L. RAPER, SUSANNE CUSIMANO, DWIGHT A. PILGRIM, SHELLI R. SAMSEL, JOINTLY OR SEVERALLY

of **TULSA** and State of **OK** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.** - - -

TO: **THE HONORABLE MAYOR AND COUNCIL**
CITY OF MUSTANG

FROM: **TIMOTHY D. ROONEY**
CITY MANAGER

RE: **CITY MANAGER'S REPORT**

DATE: May 1, 2015

"In everyone's life, at some time, our inner fire goes out. It is then burst into flame by an encounter with another human being. We should all be thankful for those people who rekindle the inner spirit."

- Albert Schweitzer

There will be a brief reception before the May 5, 2015 regular meeting of the City Council to honor both the service of Vice Mayor Matthew Taylor and Councilor Linda Bowers, as well as welcome newly elected Councilor Kevin Riley, Councilor Brian Grider, and Mayor Jay Adams. The reception will begin at 6:30 PM with the regularly scheduled meeting beginning at 7:00 PM. The public is invited to attend.

MANAGERIAL:

FY 2015-16 BUDGET – Budget documents will be delivered to the City Council on Tuesday evening, May 5, 2015. There are two workshops regarding the FY 2015-16 Budget scheduled to be conducted. The first workshop will be held on Thursday evening, May 7, 2015 at 6:00PM in Banquet Hall A at the Mustang Town Center. The second workshop will be held on Thursday evening, May 14, 2015 at 6:00PM in the Community Room at the Library. Both workshops are open to the public.

Following the workshops, a public hearing regarding the FY 2015-16 Budget will be conducted at the regularly scheduled City Council meeting on Tuesday evening, June 2, 2015 at 7:00 PM. It is anticipated that following the public hearing, the City Council will be asked to approve and adopt the FY 2015-16 Budget at that meeting.

Oklahoma State Statutes require that the FY 2015-16 Budget must be adopted no later than June 15, 2015.

MUSTANG MENS BASKETBALL TEAM – The State of Oklahoma Class 6-A State Champion Mustang Broncos Mens Basketball Team will receive proclamations from the City Council at the May 5, 2015 meeting declaring Friday, May 8, 2015 as "Mustang Broncos Men's Basketball Day" in the City of Mustang.

TRAFFIC SIGN INSTALLATION POLICY – In March of 2013, the City of Mustang adopted a Traffic Sign Installation Policy. A copy of the policy is attached for your information and review. The purpose of the policy was to serve as a written guideline for the installation of traffic signs to be placed in rights-of-ways under the jurisdiction of the City of Mustang and was to be used as a "reference whenever an individual or group requests the installation of a sign on a public street or anytime there are questions as to the usefulness of an existing sign."

Included in the adopted policy are guidelines for neighborhood groups, HOA's, and citizens to follow when contemplating a request for signage at a specific area as well as the review guidelines that will be used by staff when reviewing the request. Included within the policy is also a formal application for a street sign.

Assistant City Manager Justin Battles and I met this week to discuss and review this policy and both feel there was very little publicity following the adoption of the policy and that very few citizen groups (as well as City Council and Staff) remember that the policy exists or have been provided the information. As the warmer weather has arrived and this is typically when the City begins to receive these types of requests, we felt it important to make an effort to make the policy public as staff will be referring to it whenever we receive a request that falls within the areas of it. The policy has also been added to the "Forms, Permits, and Applications" section on the City of Mustang website for easy reference and use.

If you have any questions, please contact Mr. Battles or me.

WORK SESSION –The next regularly scheduled work session will occur on Monday, May 11, 2015 in Town Center at 6:30 PM. As always, the public is invited to attend.

CAPITAL PROJECTS:

RELOCATION OF WATERLINE ON S.W. 59TH - The contractor submitted a Change Order to the Engineer. The Engineer has reviewed and approved the Change Order and it will be presented to the City Council at the May 5, 2015 meeting.

WATER MODEL – Cowan Group has completed the water model and presented it to the City of Mustang on April 15, 2015. The presentation given by Rebecca Poole of Cowan Group at the April 21, 2015 City Council meeting can be found on the City of Mustang's website.

WASTEWATER TREATMENT PLANT – Currently the City of Mustang and Cowan Group are moving forward with Phase II A of the Wastewater Treatment Plant upgrades. This includes some additional programming in the operating software, collection of data from the SCADA system, piping modifications, and work on the head works of the plant. Submittals requiring ODEQ approval will be sent to DEQ in June.

WATER WELLS – Severn Trent is currently replacing four flow meters on the wells. Once completed they will also begin replacing the variable frequency drives on the wells which regulate the start up and flow of pressure through the lines. This should assist with line pressure management. Cowan is also finishing up engineering specifications for two miles of water line replacement in the well field.

BASEBALL & SOCCER FIELD CONCESSION RESTROOM - OG&E has completed running power to both facilities. Painting and installing of basic items will be completed over the next few weeks but both facilities are open and operational.

TOWN CENTER PARKING AND ADDITIONAL ROADWAY – An interlocal agreement with Canadian County, District #2, will be presented for approval at the May 5, 2015 City Council meeting. Once completed, the County will move on site to begin grading of the new parking lot and roadway.

AQUATIC FACILITY REPAIRS - During the 2014 season, staff noticed a loss of water levels at different times. Two in line repairs have been made and the area has been painted. Some remaining tile repairs will be completed prior to pool opening.

DOG PARK EHNACEMENT – Currently the Friends of the Mustang Animal Shelter are fundraising for the project in order to give the Dog Park a new look. A new concrete entry has been constructed as well as several items in the park area. Planned reopening for the Dog Park is May 16, 2015.

NEW PLAYGROUND EQUIPMENT AT ELLIOT PARK – New playground equipment has been ordered for Elliot Park. Old equipment will be removed in June and new equipment will be installed.

CENTENNIAL PARK – Two outdoor aerobic equipment pieces have been ordered and will be installed in June. A new pavilion to be located by the playground will be installed in June as well.

COMMUNITY DEVELOPMENT:

COMMERCIAL BUILDING PROJECTS – Status updates on the following commercial projects are as follows:

- Walgreens – Permits have been issued for the interior remodel of the store.
- Mustang Animal Health Clinic – Plans have been received for a major remodel of the exterior and interior of the building as well as parking lot.
- On Cue – Construction continues on the site.
- IHOP – Straightline Construction continues work on the site.

- JROTC Building – Timberlake Construction has broken ground and construction continues on the site.
- Holy Spirit Catholic Church – Plans have been submitted for a remodel of their pavilion, creating indoor Sunday School classrooms.

SUBDIVISION REVIEW AND PLANNING – The Community Development Department is overseeing the plan review and inspections on the following projects:

- Bronco Meadows Duplex Development – Development of a duplex complex has begun in the 1300 block of W. State Highway 152. This will contain 15 duplex buildings, with 30 dwelling units. The developer has begun to lay the water and sewer lines.
- Savannah Lakes Addition, Section 6 – Plans have been received for the final section of Savannah Lakes. This final plat will contain 59 lots and finish out the subdivision. The application has been reviewed by Engineering, Fire and City staff, and is awaiting resubmittal by the developer.
- Cedar Springs Industrial Park, Section 2 - These plans have been reviewed by the City Engineer and required revisions. Staff is awaiting resubmittal by the developer's Engineer.
- Hunter's Spring – Revised Preliminary and Final Plats and all infrastructure plans have been submitted to the City. The Fire Department and City Engineer are completing their second review. The preliminary plat contains 222 lots and the final plat contains 123 lots. This subdivision is located just north of Hunter's Hill Addition.
- Hyde Park Addition - The pressure tests and bacterial tests on the water lines are complete. Sanitary Sewer is done and tested. The contractor is currently putting in the streets.
- Magnolia Trace, Section 6 – Water and Sewer systems are all installed and tested. Contractors are installing the streets. All DEQ permits are in order.
- Prairie View Estates (SW Corner N. County Line Road and E. SW 59th Street) – Sanitary sewer is installed and tested. The water pressure tests are completed. Schwartz Paving is installing the streets and drainage facilities as weather permits.

SPECIAL PROJECTS – The following is a list of Special Projects currently headed by the Community Development Department:

- FEMA Multi-Hazard Mitigation Grant – Reimbursement for group #6 was submitted to ODEM on April 2, 2015. Staff is waiting to hear back from ODEM regarding status.

PLANNING COMMISSION – The Planning Commission will meet on Tuesday, May 12, 2015 to consider the following items:

- Rezoning from C-3 to C-4 – 1404 E. State Highway 152
- Conditional Use Permit for Garden Center – 1716 W State Highway 152
- Preliminary Plat – Hunter's Spring Addition
- Final Plat – Hunter's Spring Addition
- Lot Split – 1551 N. Morgan Road

- Lot Split – 1202 S. Morgan Road

BOARD OF ADJUSTMENT - The Board of Adjustment will meet on Tuesday, May 12, 2015 to consider a variance at 400 N. Amethyst Way to reduce the front yard setback to 25 feet.

TRAFFIC COMMISSION– There was no Traffic Commission meeting on April 8, 2015 due to a lack of agenda items.

CODE ENFORCEMENT – The report for the month of March is attached for your information and review.

FINANCE:

HIGHWAY SAFETY GRANT - The City received request #7 in the amount of $1,453.74 from the Oklahoma Highway Safety Office (OHSO) for overtime compensation reimbursed to reduce the number of alcohol related crashes in Canadian County.

2014B MUSTANG IMPROVEMENT AUTHORITY UTILITY SYSTEM AND SALES TAX REVENUE NOTE - The Authority is required to expend 5% of the $7,433,884.50 (which is $371,694.23) no later than June 8, 2015. As of April 21, 2015, the Authority met that requirement expending $392,997.13.

HUMAN RESOURCES:

TIME CLOCK PLUS TRAINING – Training for managers/supervisors went well last week. Staff continues to move forward on the implementation of the new electronic timekeeping system. The scheduled implementation date for this system is on or before June 1, 2015.

JOB OPENINGS – The City of Mustang is currently advertising for the following open positions:

- Recreation Aids
- Wild Horse Park Groundskeepers
- City Planner

All job openings and their descriptions are available for review on the City of Mustang's website by clicking on the "Jobs" link on the right side of the home page.

OKLAHOMA STANDARD – The OKStandard t-shirt sales netted a $282 donation to the Oklahoma City National Memorial and Museum. Several employees performed acts of kindness and service that ranged from assisting Mustang Public Schools with test monitoring, buying the person behind you in the drive-thru's order, working the Kiwanis Food Bank, to providing meals to homeless people in downtown Oklahoma City and Norman.

LIBRARY:

UPCOMING LIBRARY EVENTS – The following is a breakdown of upcoming events at the Library during the months of April and May:

- Get on Facebook! Workshop on Tuesday, May 19, 2015 from 10:00-11:30 AM and again, from 2:00-3:30 PM. Learn how to open and use a personal Facebook account to link with family members and friends. This is a free class that is hands-on. Pre-register by calling 376-2226 or email dwebber@cityofmustang.org.

PARKS AND RECREATION:

FACILITY RENTALS – The following is a brief overview of facility rentals at Town Center:

- During the month of March, Town Center had 145 Room rentals.
- The income from those rentals generated $10,500.00 of income.
- Of those 145 rentals, 75 of those were meetings ranging from classrooms for non-profit organizations all the way to weekly Weight Watchers meetings.
- There were 10 birthday parties, 5 baby/bridal showers, and 2 wedding receptions at the facility.
- There was a successful craft show and several fundraising events to include the Chocolate Festival benefiting the Mustang Library, Quarter Mania benefiting Mustang Animal Shelter, and Chili Cook-Off benefiting the Canadian Valley Rangerettes.

RECREATION PROGRAMS – The following is a brief overview of ongoing programs:

- Walk with Ease – The third Walk with Ease class is now underway. This class focuses on getting the whole family walking. 24 participants are currently signed up. Families and individuals can still join this free class, which walks every Monday, Wednesday, and Friday evening at 7 PM in Wild Horse Park through June 8, 2015. A new class starts on May 11, 2015 at 11 AM at Town Center.
- Summer Staff - Summer Camp and Aquatic Staff have been hired for the summer of 2015. Orientation and training including CPR, first aid, and customer service will continue through May.
- Stroller Fitness - The first Stroller Fitness class will be ending in early May. Participants have enjoyed the classes and staff is currently considering an evening class.
- Swimming Lesson Registration - From April 1-29, 2015, 456 youth enrolled in swimming lessons and other programs at Mustang Aquatic Center with revenue totaling $18,240. Participants can still register online or at the Recreation Center.

UPCOMING EVENTS – The following is a brief overview of upcoming events at the Recreation Center:

- Movie in the Park – The first Movie in the Park will be held on May 9, 2015 at dusk on the front lawn of Town Center.

- Trails for Tails - A fun day at the Wild Horse Dog Park will be held on Saturday, May 16, 2015. This event will include ribbon cutting to celebrate improvements made at the Dog Park. Plans included a 1 Mile Fun Run with dogs, Fun 5K, OKC Disc dogs, food truck, vendors and activities from 9:30 AM to 1 PM. This event is organized by Mustang Parks and Recreation and Friends of the Mustang Animal Shelter.
- Aquatic Center Opening Night and Weekend - Opening Night is Thursday, May 21, 2015 from 5 PM to 8 PM for those with Season Passes and Invited Guests. The gate fee is $3.00 for this evening. Opening weekend is Friday, May 22, 2015 with the opening at 1 PM. Hours will be 1 to 6 PM through Sunday, May 30, 2015. On June 1, 2015, regular hours will begin which are 11:30 AM to 6 PM, Monday through Saturday and 1pm to 6 PM on Sundays. Pool Party reservations and swim lesson registration are underway now.

SPORTS PROGRAMS - The following is a brief overview of recent Sports Program activities:

- Softball and baseball youth leagues are underway. The parks are busy most evenings. Installation of electricity has been completed and a full concession and open restrooms are now available.
- Concession staff worked hard in March, organizing and preparing the softball concession and the establishment of a new concession for baseball in March. March revenue for Concession was over $17,000.
- Adult softball leagues have 19 plus teams and are running on Wednesday and Sunday evening throughout the spring.

SENIOR PROGRAM – The following is a brief overview of several Senior Program activities:

- The Senior Center hosts AARP volunteers that assist with filing taxes for citizens and patrons each year. This year volunteers filed 319 Federal and state tax returns (compared to 271 last year). The Senior Center made appointments to reduce wait time on participants which worked well this year. The amount of Federal refunds totaled $237,000, while the Federal amount owed was $77,000.
- The Senior Center provides a space for many various organizations each month, including the American Legion and Bountiful Basket, a food co-op program.

POLICE DEPARTMENT:

COMMUNITY RELATIONS – The following is an update regarding several community relations items:

- Canadian County Candlelight Vigil - Chief Foley attended the 23rd Annual Canadian County Candlelight Vigil, representing the City of Mustang, held at the Canadian County Courthouse on April 20, 2015 in recognition of National Crime Victims Week.

- Oklahoma Bureau of Narcotics Community Pharmaceutical Drop Box Partnership - Since the inception of this partnership, the drop box located in the unlocked lobby of the police station has collected 1,135 pounds of pharmaceutical items that were safely and environmentally disposed of instead of remaining in the community where they could be stolen or abused.

POLICE TRAINING – The following is a brief review of different training programs that were completed by members of the Police Department:

- Chief Foley attended a day long training sponsored by the OSBI Fusion Center on the potential domestic threats of the Sovereign Citizens movement. The training was presented by two Greensboro, NC police officers who created a study of the movement after firsthand experience and tracking the more than 35 violent encounters in the United States with members of the movement.
- Chief Foley attended the annual training and conference for graduates of the FBI National Academy. The training was on several topics, however it included a half day presentation on the Sovereign Citizen movement where the presenter was the former West Memphis, AR Chief of Police whose son and another officer were killed in an armed encounter in 2010.
- On April 27, 2015, Lieutenant Dickerson and Corporal Daniel Drake attended a presentation by Lieutenant Colonel David Grossman, U.S. Army Retired, covering the history of armed violence in schools and public buildings and the proper law enforcement response to these events and other mass shootings.

EMPLOYEE RECOGNITION - Sergeant Mike Wallace received several recognition and thank you cards recently which have been attached for your information and review. Of note is the thank you card. This was an attempted suicide initially where the victim died later. Wallace's professionalism and compassion are the outstanding qualities recognized by the surviving family members.

ATTACHMENTS:

1. Traffic Sign Installation Policy
2. Code Enforcement Report for March, 2015
2. Employee Recognition Items

CITY OF MUSTANG TRAFFIC SIGN INSTALLATION POLICY

(February 2013)

I. Purpose	**Page 1**
II. Applicability	**Page 1**
III. Standards	**Page 1**
IV. Application Process	**Pages 1 - 2**
V. Review Guidelines	**Pages 3 – 5**
Article "A" - Application Form	**Pages 6 – 7**
Article "B" - Example of Petition Form	**Page 8**

I. PURPOSE

This policy is written as a general guideline for the installation of traffic signs to be placed in rights-of-way under the jurisdiction of the City of Mustang. This policy is for reference whenever an individual or group requests the installation of a sign on a public street, or anytime there are questions as to the usefulness of an existing sign.

II. APPLICABILITY

This policy shall be enforced on all city properties and rights-of-way, including intersections with private streets- but excluding areas where control is superseded by regulations administered by the Oklahoma Department of Transportation. This policy shall govern the installation of permanent signs in new subdivisions with public streets as well as any request from an individual or group for an existing intersection. Temporary signage may be installed at the direction of the City Manager, Fire Chief or Police Chief as warranty where there are situation(s) which endanger the public health, safety or welfare.

III. STANDARDS

The standards of the most current edition of the *Manual for Uniform Traffic Control Devices for Streets & Highways* and applicable state and federal rules and regulations shall supersede all aspects of this document where any conflict is found. Furthermore, all intersections shall be constructed and all signage shall be installed using Mustang public improvement standards and other pertinent approved designs as required by the City Manager or his designee.

IV. APPLICATION PROCESS

A. New interconnections, roads and subdivisions. Developers are not required to formally apply for new signage, but all proposed street extensions and new connections shall be reviewed by City Staff to determine requirements. Staff recommendations shall be included in the Community

Development Department's Staff Report when the Planning Commission and City Council reviews the proposed subdivision.

B. Requests for all other applications. Applications must be received at least two (2) weeks prior to the meeting where they will first be considered.

1. Eligible Applicants
   a. City Council, City Manager and Department Heads: Any councilmember, department head or the City Manager may file a request for a sign in any area where there are safety concerns.
   b. Public Requests. A resident, neighborhood association or similar entity may file a request for a traffic control device with the Traffic Commission. All requests must include a complete, legible application packet (See Article "A"). It is also recommended the applicant(s) obtain the approval of others that may be affected by the installation including the property owner(s) of the site where the sign is proposed. (See Article "B").
2. The Traffic Commission shall review all complete requests and forward its recommendation to City Council for final review.

V. REVIEW GUIDELINES

City staff shall review each application to determine if the situation presented warrants consideration for a sign or other traffic control device using the following criteria:

A. Yield Signs. The purpose of a yield sign is to assign right-of-way to traffic entering an intersection where a stop sign is inappropriate. Vehicles controlled by a yield sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

1. One-Way Yield is deemed appropriate if the protected street is a collector street or minor arterial and sight distances at the intersection are such that traffic approaching under general rules of the intersection would create a substantial risk of colliding and any one of the following three conditions exist:
   a. Combined daily traffic count of both streets combined totals 700 or more vehicles per day; or
   b. There has been an accident at the intersection within the previous 12 months that might have been prevented with a yield sign; or
   c. There is a site distance of less than 100 feet from the junction of any rights-of-way within the intersection; or
2. Two-Way Yield is deemed appropriate if the protected street is a collector street or a minor arterial and sight distances at the intersection are such that traffic approaching under general rules of the intersection would create a substantial risk of colliding and any one of the following three conditions exist:
   a. Combined daily traffic count of both streets combined totals 900 or more vehicles per day; or

b. There has been an accident at the intersection within the previous 12 months that might have been prevented with a yield sign; or

c. There is a site distance of less than 100 feet from the junction of any right-of-ways within the intersection.

B. Stop Signs. The purpose of a stop sign is to assign right-of-way at an intersection in which a yield sign would be inadequate because of the volume of traffic or the speed of the approach. A stop sign is not intended as a speed control measure as studies have indicated the installation of multiple stop signs actually increases driver's speed between the signs. Unwarranted stop signs increase vehicle fuel consumption and intensify noise and air pollution. They may eventually be ignored by some motorists, thereby creating a false sense of security to pedestrians. Solar powered LED flashing stop signs should be the standard installation for the first ninety (90) days after approval by City Council where possible.

1. One-Way Stop may be warranted under the following conditions:
   a. Combined ADT count of both streets totals over 1250 or more vehicles per day; or
   b. Two accidents within the past 12 months of a type correctable by a stop sign; or
   c. One accident within the past 12 months attributed to a sight distance of less than 100 feet.
2. Two-Way Stop may be warranted under the following conditions:
   a. Combined ADT count of both streets totals over 1500 or more vehicles per day; or
   b. Two accidents within the past 12 months of a type correctable by a stop sign; or
   c. One accident within the past 12 months attributed to a sight distance of less than 100 feet.
3. Three-Way Stop may be warranted under the following conditions:
   a. Combined ADT count of both streets totals over 1875 or more vehicles per day and minor volume must be equal to 40% of the major volume; or
   b. Three accidents within the past 12 months of a type correctable by a stop sign or two accidents within the past 12 months attributed to a sight distance of less than 100 feet; and
   c. Located at least 1100 feet from an existing multi-way "STOP" controlled intersection.
4. Four-Way Stop may be warranted under the following conditions:
   a. Combined ADT count of both streets totals over 2500 or more vehicles per day and minor volume must be equal to 80% of the major volume; or
   b. Three accidents within the past 12 months of a type correctable by a stop sign or two accidents within the past 12 months attributed to a sight distance of less than 100 Feet; and
   c. Located at least 1100 feet from an existing multi-way "STOP" controlled intersection.

C. Speed Limit Signs:

(Speed limits are specifically addressed in City Code §114-272. - Change of speed limits.)

When, as a result of a traffic engineering survey, the commission determines that the movement of vehicular traffic upon the roadway, intersection or location so surveyed could be controlled with greater safety to life and property or with greater efficiency in the use of the roadway, intersection or location, if the speed limit were increased or reduced, the commission shall specify the speed limit in terms of miles per hour, and it shall become effective upon the placing of proper signs and markers giving notice thereof.

D. No Parking Signs:

No Parking signs may be installed to on public streets to curtail parking that interferes with the normal flow of traffic. Parking in such areas will be permanently prohibited and signs will be set on either end of a block unless conditions warrant otherwise.

E. Street Identification Signs:

a. Public Streets. It is the goal of the Traffic Commission and City Council to identify every intersection within the community where there is a public street. All street identification signs should be uniform in design as approved by City Council under recommendation by the Traffic Commission.

b. Private Streets. Home owners are solely responsible for installing city approved street identification signs on private streets within subdivisions where private roads intersect. Such signs must be uniform with existing signs within the same neighborhood or a design approved by the Traffic Commission, but they do not have to match approved designs for public street signs.

c. City Standard street identifications signs shall be utilized where private and public streets intersect.

CITY OF MUSTANG, OK
APPLICATION FOR A STREET SIGN
(PAGE 1 OF 3)

APPLICANT INFORMATION

Applicant(s): _____

Applicant Description: Resident Business Neighborhood Association

Primary Contact: _____
FIRST NAME *LAST NAME*

_____
P.O. Box or Street Address

_____
City/State/ZIP

Phone: (_____) _____

Mobile Phone:(_____) _____

E-Mail:_____@_____._____

APPLICATION INFORMATION
TYPE OF SIGN(S) REQUESTED:
LOCATION(S) WHERE SIGN(S) ARE PROPOSED (Please provide address(es) if possible):

_____

_____

_____

Briefly describe the problem(s) you hope to address with sign(s):

When did these problems begin occurring (approximate date): _____/_____/_____

Are there particular times when the problem is more prevalent? Please describe:

CITY OF MUSTANG, OK
APPLICATION FOR A STOP OR YIELD STREET SIGN
(ATTACHMENT "A")

PETITIONER. ADDRESS	DO YOU SUPPORT THE INSTALLATION OF SIGNS AS PROPOSED?	WOULD YOU BE WILLING TO ALLOW THE INSTALLATION OF SIGN(S) IN FRONT OF OR BESIDE YOUR PROPERTY?
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO
	YES NO	YES NO

CITY OF MUSTANG
COMMUNITY DEVELOPMENT OFFICE
1501 N. MUSTANG RD.
MUSTANG, OK 73064
(405) 376-9873

April 9, 2015

CODE ENFORCEMENT
COMPLAINTS FILED FOR MARCH 2015

COMPLAINT	COMPLAINTS FILED	COMPLETED	PENDING
GRASS/WEEDS	8	3	5
TRASH	33	24	9
DERELICT VEHICLES	22	11	11
PARKED ON FRONT LAWN	12	11	1
OTHERS	20	15	5
TOTAL	95	64	31

PROPERTIES ABATED – 0

PROPERTIES POSTED - 0

CITATIONS ISSUED - 3

SIGNS PULLED - 135

CITY OF MUSTANG
CODE ENFORCEMENT LOG
MARCH 2015

DATE	ADDRESS	GRASS COMP.	TRASH COMP.	INOP.VEH.	PARKED ON FRONT LAWN	OTHER COMPLAINTS	ACTION	DATE COMPLETED
3/2/2015	221 W MAPLE BRANCH WAY				1		24 HR NOTICE	3/3/2015
3/2/2015	418 W LINDEN DR				1		24 HR NOTICE	3/10/2015
3/3/2015	409 S MEADOW LN		1				LETTER	3/23/2015
3/3/2015	422 W JUNIPER DR		1				IN PERSON	3/13/2015
3/3/2015	417 W LINDEN DR		1				DOOR STICKER	3/10/2015
3/6/2015	216 N MONOCOUPE LN		1		1		NO VIOLATION	3/10/2015
3/10/2015	610 S WOODLAND DR		1				DOOR STICKER	3/18/2015
3/10/2015	410 S MEADOW LN		1	1			48 HR NOTICE	3/23/2015
3/10/2015	731 W FOREST DR		1				DOOR STICKER	3/23/2015
3/10/2015	617 W FOREST DR		1				DOOR STICKER	3/18/2015
3/11/2015	309 N CHISHOLM TRAIL WAY			1			LETTER	3/18/2015
3/12/2015	305 E HWY 152/A & E GRILL					OBSOLETE BUSINESS SIGN	LETTER	
3/12/2015	917 W HWY 152/COUNTRY CAR WASH		1			OBSOLETE BUSINESS SIGN	LETTER	
3/12/2015	246 E HWY 152/CIGARETTE WAREHOUSE					OBSOLETE BUSINESS SIGN	LETTER	3/24/2015
3/12/2015	323 E ELDER LN				2		IN PERSON	3/19/2015
3/12/2015	760 W HWY 152/SUPERIOR INVESTMENT	1	1				POSTED PROPERTY	
3/12/2015	118 E TRADE CENTER TER/GARY OWENS	1	1				POSTED PROPERTY	
3/12/2015	1607 E LONGVIEW LN		1	3			LETTER	3/18/2015
3/12/2015	745 W SHEPHERD DR		1				DOOR STICKER	3/18/2015
3/12/2015	728 W ELDER DR		1	1			DOOR STICKER	3/18/2015
3/12/2015	606 S WOODLAND DR		1				DOOR STICKER	3/18/2015
3/12/2015	728 W SHEPHERD DR			1	1		DOOR STICKER	3/18/2015
3/12/2015	311 E FOREST DR				1		NO VIOLATION	3/19/2015
3/13/2015	1710 W HWY 152/INFINITE SATELLITE					OBSOLETE BUSINESS SIGN	LETTER	4/2/2015
3/13/2015	420 W FOREST DR				1		24 HR NOTICE	3/19/2015
3/13/2015	751 W FOREST DR		1				IN PERSON	3/23/2015
3/14/2015	1132 S HIGHLAND DR					TRAILER PARKED ON SCHOOL PROPERTY	DOOR STICKER	3/20/2015
3/17/2015	2258 E HWY 152		1			TOO MANY TRAILERS ON 2 ACRES OR LESS	LETTER	3/26/2015
3/17/2015	1417 E PERSIMMON LN		1				NO VIOLATION	3/18/2015
3/18/2015	328 E TWELVE OAKS TER		1				NO VIOLATION	3/18/2015
3/18/2015	424 W FOREST DR				1		24 HR NOTICE	3/23/2015

3/19/2015	505 E SUERA TER		1				DOOR STICKER	3/26/2015
3/19/2015	318 E HWY 152					TRAILER PARKED ON GRASS - COMMERCIALLY ZONED	ISSUED CITATION	COURT
3/20/2015	215 N MONTEBELLA TER		1	3		TOO MANY TRAILERS ON 2 ACRES OR LESS & OCCUPYING TRAVEL TRAILER	IN PERSON	
3/20/2015	525 E VICTORIA TER					WATER RATIONING - WRONG DAY	NO VIOLATION	3/20/2015
3/23/2015	1624 E HWY 152-DOLLAR GENERAL		1				IN PERSON	3/26/2015
3/23/2015	620 N CHEROKEE WAY					DAYCARE - NO BUS LIC	IN PERSON	3/24/2015
3/23/2015	1948 W SW 59TH ST					TREES OBSTRUCTING TRAFFIC	LETTER	4/3/2015
3/23/2015	1950 W SW 59TH ST					TREES OBSTRUCTING TRAFFIC	LETTER	4/3/2015
3/23/2015	515 E GREENWOOD LN	1					DOOR STICKER	4/3/2015
3/23/2015	305 S SPRING LN					GAZEBO DILAPIDATED	NO VIOLATION	3/24/2015
3/23/2015	714 W FORSTER DR		1				DOOR STICKER	3/30/2015
3/23/2015	609 S CASTLE ROCK LN	1					NO VIOLATION	3/23/2015
3/23/2015	830 W FORSTER DR		1				LETTER	4/6/2015
3/24/2015	834 W FORSTER DR		1		1		DOOR STICKER	
3/24/2015	813 1/2 S JONES LN			1			LETTER	3/30/2015
3/24/2015	142 E DOWDEN LN					TREE HANGING OVER HOUSE	IN PERSON	
3/24/2015	834 W FORSTER DR		1		1		DOOR STICKER	3/25/2015
3/24/2015	619 W PERRY DR			1			48 HR NOTICE	3/27/2015
3/24/2015	829 W FORSTER DR				1		24 HR NOTICE	3/26/2015
3/25/2015	MUSTANG TRADE CENTER					4 VEHICLES - TRESPASSING PRIV PROP	24 HR NOTICE	3/26/2015
3/26/2015	705 S MEADOW LN		1				ISSUED CITATION	COURT
3/26/2015	100 BLK E TRADE CENTER TER/BRYAN LEE	1	1				POSTED PROPERTY	
3/26/2015	216 S LAKEHOMA DR					DEAD TREE	NO VIOLATION	3/26/2015
3/26/2015	309 N CARLISLE TER		1				LETTER	
3/27/2015	417 N CHISHOLM WAY			1			48 HR NOTICE	
3/28/2015	305 N CARLISLE TER		1	3				
3/28/2015	225 W MAPLE BRANCH WAY		1				DOOR STICKER	3/31/2015
3/30/2015	1433 E HWY 152/SILVER STALLION					PARKED IN R-O-W	CALL OWNER	3/31/2015
3/30/2015	511 E GREENWOOD LN	1					DOOR STICKER	4/6/2015
3/30/2015	1037 W GRIGGS WAY			1			CALL OWNER	4/1/2015
3/30/2015	1236 W JONATHAN WAY					GRASS CLIPPINGS IN STREET	IN PERSON	4/1/2015
3/30/2015	609 S CASTLE ROCK LN	1						
3/30/2015	280 N MUSTANG RD/HANA SUSHI		1				IN PERSON	4/6/2015
3/30/2015	1500 BLK E HWY 152					2 VEHICLES TRESPASSING ON PRIVATE PROPERTY	CALL OWNER	4/1/2015
3/30/2015	108 S LAKE PARK DR			1			48 HR NOTICE	4/3/2015
3/31/2015	1500 S LOCUST LN	1	1	4			IN PERSON	
	TOTAL COMPLAINTS	**8**	**33**	**22**	**12**	**20**		
	COMPLETED	**3**	**24**	**11**	**11**	**15**		
	PENDING	**5**	**9**	**11**	**1**	**5**		

Mr. Wallace, thank you so much for all you do. Congratulations on this honor. God bless you and all who serve to protect and help humanity.

In Christ Jesus,
Mrs. Gerald Akers



Mike Wallace, Police Sgt.

Mustang Police Sgt. Mike Wallace said he chooses to serve the citizens of Mustang because it has a small-town appeal even after he has seen it grow.

"I guess I could have tried to go to a bigger agency years ago, but I just really enjoy this," Wallace said.

Wallace, 48, began his career at the Mustang Police Department in 1999 as a reserve patrolman. Since then he has developed a long list of achievements in his career. He is an accident traffic reconstruction specialist, part of the Canadian County Tactical Team as a negotiator, a member of the Canadian County Child Abuse Response Team, and currently serves as the Criminal Investigation Division Commander for the Mustang Police Department. Due to personal reasons, Wallace is also focusing on bringing suicide prevention and awareness programs into the community.

Mike

I just wanted to thank you for everything you have done for my family. Losing Jory was very difficult, but having you helped us through the very difficult time. You went above and beyond your job and duties and I wanted to let you know it was greatly appreciated. I will always be greatful to have met you especially when you were still dealing with grief yourself. Thank you, Thank you, I don't know what else to do to show you our appreciation!

Special people like you
make the world a brighter place.

This statement fits you so well!

Thank you from all of Jory Martinez's Family!

Vince, Angie
Trevor + Trent
Valdez

CITY OF MUSTANG

AGENDA COMMENTARY

1. **ITEM**: L-1

2. **MEETING DATE**: May 5, 2015

3. **TITLE**: Approval of interlocal agreement between the City of Mustang and Canadian County District #2

4. **COUNCIL ACTION**: Approve/Deny

5. **INITIATOR**: Justin Battles, Assistant City Manager

6. **BACKGROUND**:

   The attached agreement is for Canadian County District #2 to assist with the construction of a new entry road into the park and additional parking lot south of the library. County will provide manpower and equipment and the City will provide the surveying, drain pipe, and soil stabilizer. Once county has completed the grading and stabilizing Silver Star Construction will pave the parking lot and roadway.

   Funding for the project is in the current budget.

7. **FINANCIAL IMPACT**: $325,000

8. **STAFF'S COMMENTS:** Staff recommends approval.

9. **STAFF SOURCE:** Justin Battles, Assistant City Manager

OFFICE OF
County Commissioners
201 N. CHOCTAW
CANADIAN COUNTY, OKLAHOMA
EL RENO, OKLAHOMA 73036

Marc Hader, District No. 1
David Anderson, District No. 2
Jack Stewart, District No. 3

County Commissioners Office Phone
(405) 262-1070, Ext. 6200
(405) 422-2429 FAX

AGREEMENT

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MUSTANG, AND THE BOARD OF COUNTY COMMISSIONERS OF CANADIAN COUNTY, DISTRICT # 2 FOR GRADING, DRAINAGE, AND SOIL STABILIZATION.

THIS AGREEMENT is entered into by and between the City of Mustang, hereinafter referred to as "City", and County Commissioners of Canadian County, hereinafter referred to as "County".

WHEREAS, Title 69 O.S. Section 603 and 1903 (B) authorizes the County to enter into an Agreement with municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highway of the other parties to the contract; and

WHEREAS, the City, and the County find that it is to the mutual benefit of the citizens of both the City and the County to enter into an Agreement for mutual cooperation.

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

CANADIAN COUNTY DISTRICT #2 agrees to furnish all labor and equipment to accomplish the following:

1. Canadian County to supply manpower and equipment to perform grading, drainage, and soil stabilization for the new parking lot and entry road into Wild Horse Park.

2. All materials including; surveying, drain pipe and CKD soil stabilizer will be provided by the City of Mustang.

BE IT FURTHER RESOLVED that both the City and County agree and understand that upon completion of said project, the City shall be responsible for all needed maintenance and repairs to keep same in good and safe condition for the use and benefit of the public; and

BE IT FURTHER RESOLVED the Parties to this Interlocal Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Each party shall be liable for its own actions and negligence and, to the extent permitted under Oklahoma law, the City of Mustang shall indemnify, defend and hold harmless Canadian County against any actions, claims or damages arising out of the City's negligence in connections with this Interlocal Agreement

STATE OF OKLAHOMA
CANADIAN COUNTY
FILED OR RECORDED

APR 27 2015

SHELLEY DICKERSON
COUNTY CLERK
15422

APPROVED by the City of Mustang this _____day of _____, 2015.

THE CITY OF MUSTANG

_____
MAYOR

ATTEST:

_____
City Clerk

Reviewed for form and this _____day of _____, 2015.

_____
Municipal Counselor

APPROVED by the Board of County Commissioners, Canadian County, this 27th day of April, 2015.

BOARD OF COUNTY COMMISSIONERS

Jack Stewart, Chairman

Dave Anderson, Member

Marc Hader, Member

ATTEST:

Shelley Dickerson, County Clerk

CANADIAN COUNTY CLERK OFFICIAL SEAL EL RENO, OKLAHOMA

APPROVED as to form and legality this 24 day of April, 2015.

Paul Hess, Assistant District Attorney

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. L-2

2. MEETING DATE: MAY 5, 2015

3. TITLE: Conditional Use Permit Application CUP-3-19-15-1-27, Saleh M. Al-Zubi, 201 N. Pine Terrace, Mini-Storage.

4. COUNCIL ACTION: Public Hearing, Discussion, and Possible Action Regarding Conditional Use PermitApplication.

5. INITIATOR: Community Development Department

6. BACKGROUND RECOMMENDATION:

Project Description: The applicant requests a conditional use permit for mini-storage for this property. Mini storage is a use on review in C-3 zoning districts. This parcel is located at 201 N Pine Terrace, just north of Bronco 66 Service Station and contains approximately 2.72 acres.

The parcel would obtain access from N. Pine Terrace.

If developed at a C-3 level, the developer of the mini-storage would be required to place at least a 6-foot masonry fence along all property lines that abut residentially-zoned districts.

Character of Neighborhood: The general character of the area is low density residential and commercial. This is a lot that is right between high intensity commercial and low density residential development.

Zoning and Uses of Property Nearby: The property to the north, west and east is zoned R-E, to the south is C-4.

Conformance with Long-Range Plan: The long-range plan calls for low density residential development in this area, so the request does not conform to the comprehensive plan.

Planning Commission Recommendation: The Mustang Planning Commission voted 6:0 to recommend approval of this application at their April 14, 2015 meeting with inside storage

only. Please see attached minutes. Please note: These minutes were not yet formally approved by the Mustang Planning Commission.

Professional Staff Recommendation: Staff recommends approval of this conditional use permit. Staff would recommend that several conditions be placed on the use:

1) Facility May Be Used for Inside Storage Only
2) 8-Foot Fence Must Surround the Business
3) Property Owner Must Maintain Paving Width of 25 Feet on N. Pine Terrace up to Entrance to Mini-Storage Facility.

---

7. FINANCIAL IMPACT: None

8. STAFF SOURCE: Melissa Helsel, Community Development Director

9. CITY ATTORNEY'S COMMENTS:

10. RESOLUTION/ORDINANCE NO. _____

3. **Conditional Use Permit Application CUP-3-19-15-1-27, Sam Al-Zubi, 201 N Pine Terrace, Mini-Storage.**

Ms. Helsel explained the conditional use permit process. She explained that a mini-storage is a use under review in C-3 zoning districts. This process allows the City Council to place conditions on the permitted use and review the application every two years for compliance.

She delivered the staff report stating that this application is also for 201 N. Pine Terrace. It is approximately 2.72 acres and the requested use is Mini-Storage.

If developed, the parcel would obtain access from N. Pine Terrace and be required to erect a masonry fence where the parcel abuts residentially-zoned property.

This application would hinge on the approval of the previously requested C-3 zoning.

Staff recommends approval of the conditional use, with the condition that it be used for inside storage only. That would address the pastor's concerns and make it more compatible with the surrounding residential area.

Mr. McDaniel asked if a condition should be placed on the lot that it be paved. **Ms. Helsel** indicated that it would have to be paved anyway. Our code requires that anywhere that vehicles will drive or park on a commercial lot must be paved with asphalt or concrete. They will also be required to do a drainage/detention study.

Mr. Bratton asked what would happen if the use is not approved after two years. **Ms. Helsel** stated that the City Council has not withdrawn a Conditional Use Permit yet, but it gives the applicant the incentive to meet the conditions placed on the property.

Ms. Yakish expressed her concern that the applicant would try to sell vehicles from the property. **Ms. Helsel** assured her that C-3 zoning does not allow vehicle sales of any kind.

Mr. B. Brown asked what the cities remedies were if they decided to deny the continuation of the use after 2 years. **Ms. Helsel** stated that the permit would be retracted.

Chairman McDaniel opened the public hearing.

Hearing no comments, **Mr. Hix** made a motion to close the public hearing. **Mr. Bratton** seconded the motion. The motion was approved unanimously.

Ms. Yakish stated that she feels very comfortable with allowing a mini storage with no outside storage.

Mr. Hix stated that knowing that the use will come up for review every two years will give the landowner an incentive to meet the conditions and maintain the property in good repair.

Mr. Homer called the applicant up to ask a question. **Mr. Sam Al-Zubi** came forward. **Mr. Homer** asked him what his feelings were about a fence on the east side. **Mr. Al-Zubi** stated that there would be a fence on all sides. The mini-storage will be self-service with a gate code.

Mr. Al-Zubi also said that he would take care of the junk behind the Bronco Stop, such as the brush hogs and vending machines.

Mr. Homer made a motion to recommend approval of this conditional use permit application to the Mustang City Council with inside storage only. **Mr. Bratton** seconded the motion. A roll call vote was taken:

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

The motion passed 6– 0.

Mr. McDaniel announced that this item would be heard at the City Council meeting next week, on April 21st.

IX. NEW BUSINESS: No new business was declared.

X. COMMISSIONER, STAFF COMMENTS:

Mr. B. Brown said that he wishes they had entertained Mr. Al-Zubi's efforts to amend his zoning application at the last meeting to C-3 to save him from having to come back.

Mr. McDaniel announced that this item would be heard at the City Council meeting next week, on April 21st.

Mr. Bratton thanked **Mr. Al-Zubi** for agreeing to clean up the area behind the Bronco Stop.

XI. ADJOURNMENT:

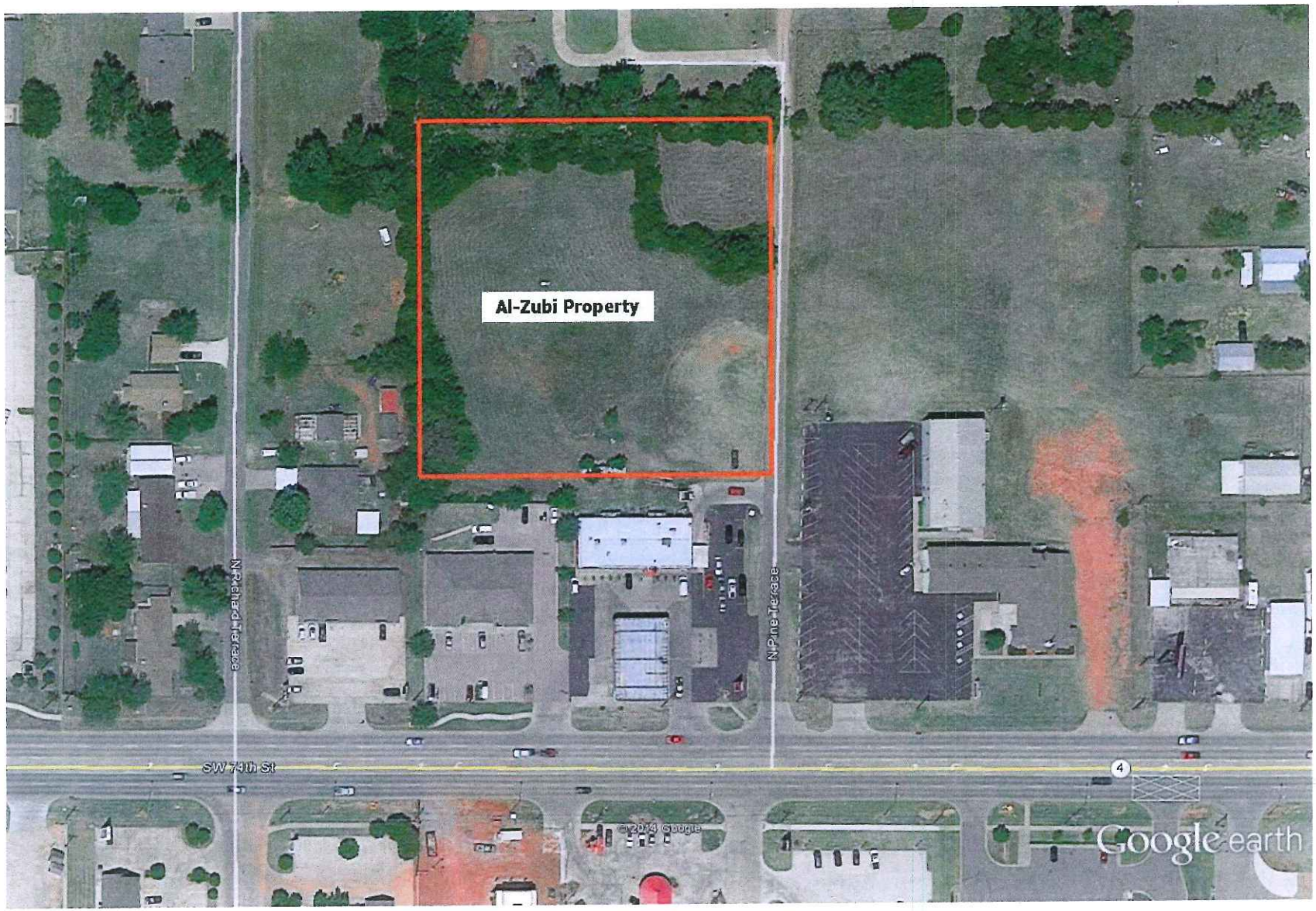
Commissioner Homer made a motion to adjourn. **Commissioner Hix** seconded the motion, which was approved unanimously. The meeting was adjourned at 7:35 p.m.

_____ _____

CHAIRMAN **DATE**

_____

SECRETARY


Al-Zubi Property
N Richland Terrace
N Pine Terrace
SW 74th St
4
© 2024 Google
Google earth

Melissa Helsel

Subject: FW: Land adjoining Bronco Stop- 201 N Pine Terrace

From: Randy Sholund [mailto:sholund@mac.com]
Sent: Monday, April 06, 2015 10:56 PM
To: Melissa Helsel
Subject: Land adjoining Bronco Stop- 201 N Pine Terrace

To whom it may concern.

I write today regarding the application regarding the land behind the Bronco stop. The desire of the owner is to change the zoning from R-E to a C-3- Commercial thereby allowing the possibility of putting in one of many different businesses.

I personally do not have a problem with a business of the proper sort that would improve the landscape of the area, but what I am concerned about is the ability of the owner to bring in a business that would degrade the value of the surrounding properties and businesses that are nearby.

It has been mentioned that the current owner would like to build a mini storage on this property. There is a problem with this that could very likely result if this is allowed. What would keep the owner from allowing those who **"store"** recreational vehicles, boats, cars and other unsightly and possibly very old pieces of machinery such as tractors to be parked on this property?

The reason for mentioning this, is because recently that is what has been on the owners property. Old tractors have lined the east side of the gas station, which makes me think that even though a mini storage is built, it could very likely become a place to both "store" and sell equipment from, which it seems they have already been doing.

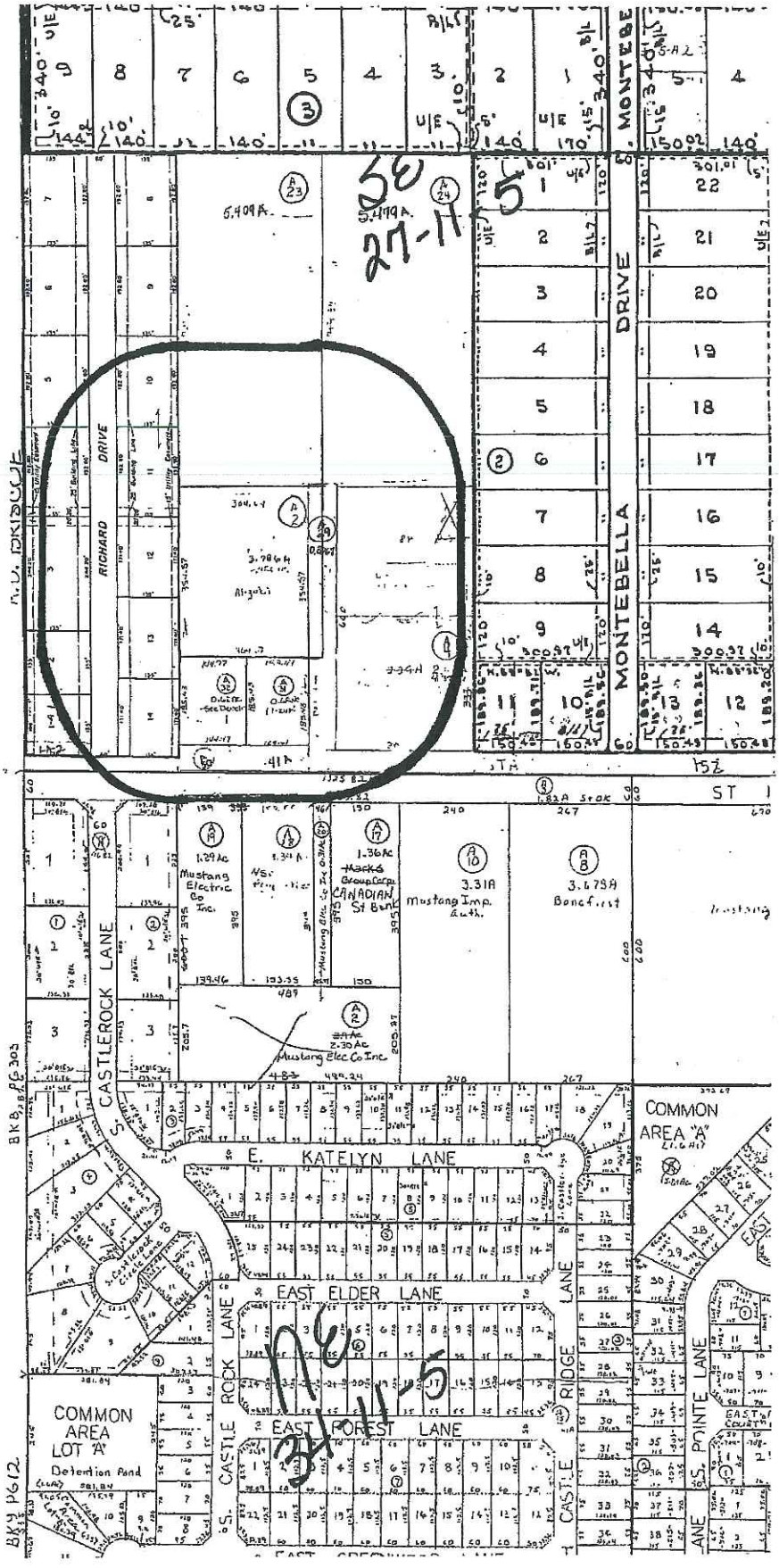
Although someone may say that they are not going to do certain things, does that really keep them from doing so in the future?

To allow even the slightest possibility of this would not be good.

Please consider these observations and only allow a business that without question will only improve the landscape of the area.

Thank you for your consideration and time.

Sincerely,
Randy Sholund
Pastor
Life Tabernacle
601 East HWY 152
cell 405-517-2283


MONTEBELLA DRIVE
RICHARD DRIVE
N.W. 10TH AVENUE
CASTLEROCK LANE
E. KATELYN LANE
EAST ELDER LANE
EAST FOREST LANE
CASTLE ROCK LANE
CASTLE RIDGE LANE
COMMON AREA LOT 'A'
Detention Pond
COMMON AREA "A"
Mustang Electric Co Inc.
Hacks Group Corp CANADIAN St Bank
Mustang Imp. Auth.
Bancfirst
Mustang Elec Co Inc.
BK 8, PG 303
BK 4 PG 12
5E 27-11
34-W-5


01/07/2015


01/07/2015


01/07/2015


01/07/2015


01/07/2015

PUBLIC HEARING NOTICE OF THE MUSTANG PLANNING COMMISSION

On Tuesday, April 14, 2015, beginning at 7:00 p.m. in the Council Chambers at Mustang City Hall located at 1501 N. Mustang Road, Mustang, OK 73064, a Public Hearing will be conducted on the following:

NOTICE OF CONDITIONAL USE PERMIT APPLICATION

CURRENTLY ZONED: **R-E, RURAL ESTATES DISTRICT, REQUESTING AMENDMENT TO C-3, COMMERCIAL GENERAL DISTRICT**
REQUESTED USE: **MINI-STORAGE**
APPLICATION BY: **Saleh M. Al-Zubi**
PROPERTY OWNERS: **Saleh M. Al-Zubi**

ADDRESS OF PROPERTY: 201 N Pine Terrace, Mustang, OK 73064

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR CONDITIONAL USE PERMIT:

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Commencing at the Southwest corner of said SE/4 of said Section; Thence N89°59'17"E along the South line of the SE/4 of said Section 27, a distance of 331.80 feet; Thence N00°06'11"W along the East line of R.D. BRISCOE ADDITION, a distance of 245.43 feet to the point of beginning; Thence continuing N00°06'11"W along the East line of R.D. BRISCOE ADDITION, a distance of 354.57 feet; thence N89°59'17"E and parallel with the South line of said SE/4 a distance of 334.64 feet; Thence S00°06'11"E a distance of 354.57 feet; Thence S89°59'17"W and parallel with the South line of said SE/4 a distance of 334.67 feet to the point of beginning.

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

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

Respectfully,

Melissa Helsel, AICP
Community Development Director

ABSTRACTOR'S SPECIAL CERTIFICATE

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

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

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

A tract of land in the Southeast Quarter (SE/4) of Section TWENTY-SEVEN (27), Township ELEVEN (11) North, Range FIVE (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Commencing at the Southwest corner of said SE/4 of said Section; Thence N89°59'17"E along the South line of the SE/4 of said Section 27, a distance of 331.80 feet; Thence N0°06'11"W along the East line of R.D. BRISCOE ADDITION, a distance of 245.43 feet to the point of beginning; Thence continuing N0°06'11"W along the East line of R.D. BRISCOE ADDITION, a distance of 354.57 feet; thence N89°59'17"E and parallel with the South line of said SE/4 a distance of 334.64 feet; Thence S0°06'11"E a distance of 354.57 feet; Thence S89°59'17"W and parallel with the South line of said SE/4 a distance of 334.67 feet to the point of beginning..

OWNER OF RECORD: SALEH M. AL-ZUBI
P. O. BOX 645
WHEATLAND, OK 73097
*SE 27-11N-5W A2 2.51 ACRES

CITY OF MUSTANG
1501 N. MUSTANG RD
MUSTANG, OK 73064
*SE 27-11N-5W PT OF A29 .83 ACRES

That the addresses that are listed have been taken from the records of Canadian County, Oklahoma, unless noted after each address that they have been taken elsewhere.

GRANTEE & ADDRESS & LEGAL DESCRIPTION:

JODAN PROPERTIES LLC
70 N. MAY AVE
OKLAHOMA CITY, OK 73107
*SE 17-11N-5W A-32 .62 ACRES

BRONCO 66 LLC
551 E. HWY 152
MUSTANG, OK 73064
*SE 27-11N-5W A31 .68 ACRES

CITY OF MUSTANG
1501 N. MUSTANG RD
MUSTANG, OK 73064
*SE 27-11N-5W PT OF A29 .83 ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*SE 27-11N-5W A30 .41 ACRES

GENE C. RADKE, TRUSTEE OF THE GENE C. RADKE REVOCABLE TRUST
11640 SW 36TH ST

EL RENO, OK 73036
*SE 27-11N-5W A23 5.48 ACRES

GENE C. RADKE, TRUSTEE OF THE GENE C. RADKE REVOCABLE TRUST
11640 SW 36TH ST
EL RENO, OK 73036
*SE 27-11N-5W A24 5.48 ACRES

LIFE TABERNACLE UNITED PENTECOSTAL CHURCH OF MUSTANG
P.O. BOX 41
MUSTANG, OK 73064
*SE 27-11N-5W A4 4.37 ACRES

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*LOT 1-A-2 R.D. BRISCOE ADDN

CHARLES & MARILYN M. SANDERS
105 RICHARD TER
MUSTANG, OK 73064
*LOT 1-A-1 R. D. BRISCOE ADDN

ROBERT & SHARON MASON
P.O. BOX 155
MUSTANG, OK 73064
*LOT 2 R. D. BRISCOE ADDN

CLAUDIA MARIE MALONEY
205 N. RICHARD TER
MUSTANG, OK 73064
*LOT 3 R. D. BRISCOE ADDN

CAROLYN S. BROWN & MARY ELLEN MCDONALD
225 N. RICHARD TER
MUSTANG, OK 73064
*LOT 4 R. D. BRISCOE ADDN

FREDDIE LEE & ROXANNA L. BROWN
317 N. RICHARD TER
MUSTANG, OK 73064
*LOT 5 R. D. BRISCOE ADDN

CHARLES GUTHRIE
300 N. RICHARD TER
MUSTANG, OK 73064
*LOT 10 R. D. BRISCOE ADDN

FREDDIE L. & ROXANNA L. BROWN
317 N. RICHARD TER
MUSTANG, OK 73064
*LOT 11 R. D. BRISCOE ADDN

ROBERT & SHARON MASON
P.O. BOX 155
MUSTANG, OK 73064
*LT 12 R. D. BRISCOE ADDN

ROBERT & S MASON
P.O. BOX 155
MUSTANG, OK 73064
*LT 13 R. D. BRISCOE ADDN

SEUNG MOON
4233 ROUNDUP RD
EDMOND, OK 73034
*LT 14 R. D. BRISCOE ADDN

STATE OF OKLAHOMA, DEPT OF TRANSPORTATION
OFFICE OF LAND ACQUISITIONS
200 NE 21ST ST
OKLAHOMA CITY, OK 73105
*NE 34-11N-5W A3 1.82 ACRES

CANADIAN STATE BANK
P.O. BOX 851520
YUKON, OK 73085
*NE 34-11N-5W A17 1.36 ACRES

JAMES H. BLURTON
13237 SW 41ST ST
YUKON, OK 73099
*NE 34-11N-5W A20 .31 ACRES

NSC PROPERTIES LP
6 WINDMILL RD
MINERAL WELLS TX 76067
*NE 34-11N-5W A18 1.39 ACRES

RKS VENTURES INC.
3445 W. WEBB
WICHITA KS 67226
*NE 34-11N-5W A19 1.27 ACRES

CIMARRON CREEK LTD
2302 W. 3RD ST
ELK CITY, OK. 73644
*LOT 1 BLOCK 2 CASTLE ROCK SEC. I

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

DATED: December 30, 2014 at 7:30 A.M.

OLD REPUBLIC TITLE COMPANY OF OKLAHOMA
Bonded Abstractor

Lynne Babjet

SUBSCRIBED and sworn to before me this 12th day of January, 2015

DONA R. STRIBEL NOTARY # 06000652 EXP. 01/23/18 STATE OF OKLAHOMA PUBLIC

Dona R Stribel

Commission Number: 06000652

My Commission expires: 1/23/2018

Order No. 15168312

CITY OF MUSTANG

AGENDA COMMENTARY

1. ITEM: L-3

2. MEETING DATE: May 5, 2015

3. TITLE: Approval of Change Order #1 for project titled 59th Street Bridge Waterline Relocation

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Rebecca Poole, Cowan Group

6. BACKGROUND: In 2014 the City of Mustang was notified by Oklahoma City that they would be constructing a new bridge on 59th Street between Czech Hall Road and Clear Springs. In the planning stages Oklahoma City notified us that a current waterline would need to be relocated as the new bridge will be constructed for future four lane road. At the March 17 City Council meeting the low bidder, RDM Construction was approved for the amount of $39,900.00. Once RDM Construction was awarded the bid and the contract was approved they did some site testing and found some additional lines that needed to be avoided. In working with Cowan Group Engineering the contractor has requested a change order adding additional linear feet to the project.

RDM Construction original bid amount: $39,900.00
Change Order #1: $24,390.00

Total: $64,290

7. FINANCIAL IMPACT: $64,290.00

8. STAFF'S COMMENTS: Cowan Group Engineering recommends approving Change Order#1

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT CHANGE ORDER

Change Order Number:	#1	Engineer:	Cowan Group Engineering
Date:	April 29, 2015	Address:	437 W. Wilshire, Suite A
Bid Number:	MUS-WT14-001		Oklahoma City, OK 73116
		Phone:	(405) 463-3369
Project Name:	59th Street Bridge Waterline	Fax:	(405) 463-3381
Contractor:	RDM Const., Inc.	Owner (Grantor):	Mustang Improvement Authority
Address:	PO Box 921	Address:	1501 N. Mustang Road
	Purcell, OK 73080		Mustang, OK 73064
Phone:	(405) 527-5838	Phone:	(405) 376-4521
Fax:	(405) 527-5615	Fax:	

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid						
2	12" HDBP SDR11 (Directional Drill)	LF	$110.00	242.00	460.00	$23,980.00
New Items						
7	Additional Bonding Requirements	LS	$410.00	0.00	1.00	$410.00
				Net Change Order Amount		$24,390.00
				Original Contract Amount		$39,900.00
				Total of Previous Change Order(s)		
				Total Contract Amount To Date		$64,290.00

This Change Order $24,390.00 Contract Time by 0 Days

Justification:	This change order is necessary due to a realignment of utilities after design and other unknown conditions at the project site. This change order will allow the contractor to extend the proposed waterline replacement on both the west and east sides to allow better access during construction and for operation and maintenance of the line in the future. The additional bonding requirements were costs associated with a change to the Maintenance Bond form after bid opening.

CONTRACT CHANGE ORDER

Change Order Number: #1
Date: April 29, 2015
Bid Number: MUS-WT14-001

Project Name: 59th Street Bridge Waterline

RECOMMENDED: Rebecca Poole — Engineer Signature | **Cowan Group Engineering** — Engineer



BY: **Rebecca Poole, P.E.** — Printed Name | **Senior Project Engineer** — Title | 4/29/15 — Date

ACCEPTED: _____ — Contractor Signature | **RDM Const., Inc.** — Contractor

BY: _____ — Printed Name | _____ — Title | _____ — Date

APPROVED: _____ — Owner Signature | **Mustang Improvement Authority** — Owner

BY: _____ — Printed Name | **City Manager** — Title | _____ — Date

AMENDED AND RESTATED PERMANENT EASEMENT

FOR RECORDING PURPOSES ONLY:

KNOW ALL MEN BY THESE PRESENT THAT:

WESTMOORE COMMUNITY CHURCH, INC., its successors, and assigns (collectively **"Grantor"**) for and in consideration of Ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF MUSTANG,** a municipal corporation, and its public trusts (collectively, **"Grantees"**) this Amended and Restated Permanent Easement (the **"Amended Easement"**) over, under, across, through and to the following described property situated in Cleveland County, Oklahoma, shown on **Exhibit A** **("Amended Subject Property")** for the use of the Grantees for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing municipal water lines to operate one or more water wells and associated facilities, connections, utilities, and appurtenances thereto (collectively **"Water Line System"**) and including a temporary construction easement and the right of reasonable ingress and egress through Grantor's property to and from the Subject Property and all right, title, and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Amended Subject Property, incidentally removed during the use of this Amended Easement.

THIS AMENDED EASEMENT IS MADE SUBJECT TO THE FOLLOWING AGREEMENTS:

1. Grantor agrees that no building or other permanent structure shall be erected on, over or under the Amended Subject Property.
2. Grantor agrees that Grantees shall have no obligation to maintain, repair or replace Grantor's improvements on the Amended Subject Property, including but not limited to fencing, landscaping, driveways and parking areas whenever it becomes necessary to move or remove such improvements due to any operation, maintenance, replacement, expansion, or repair of the Water Line Systems on the Amended Subject Property.
3. Grantor and Grantees agree that this Amended Easement amends and restates in their entirety two Permanent Easements currently held by Grantees, copies of which are

attached hereto as **Exhibits B-1** and **B-2** (the **"Former Easements"**) and that in consideration of execution of this Amended Easement the Former Easements are null and void and of no further force and effect.

This Amendment to Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

[No further text on this page. Signature pages and Exhibits follow.]

Dated this ___ day of May 2015.

WESTMOORE COMMUNITY CHURCH, INC.

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND))

Before me, in and for this state, on this ___ day of May 2015 personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she is the _____ for Westmoore Community Church, Inc., and that he/she executed the same as free and his/her voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

_____
(Seal)

_____
Notary Public

Commission No.:

_____

Dated this ____ day of May 2015.

THE CITY OF MUSTANG,
an Oklahoma municipal corporation

By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, in and for this state, on this ___ day of May 2015, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she is the _____ for The City of Mustang., and that he/she executed the same as free and his/her voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

_____
(Seal)

_____
Notary Public

Commission No.:

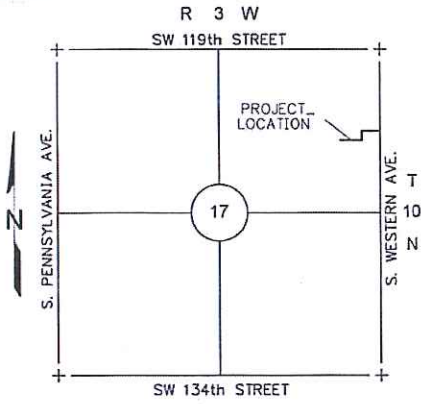
_____

Exhibit A

ATTACHMENT "A"



BASIS OF BEARING
S00°16'39"E
EAST LINE NE/4
SECTION 17 ,T10N, R3W, I.M.



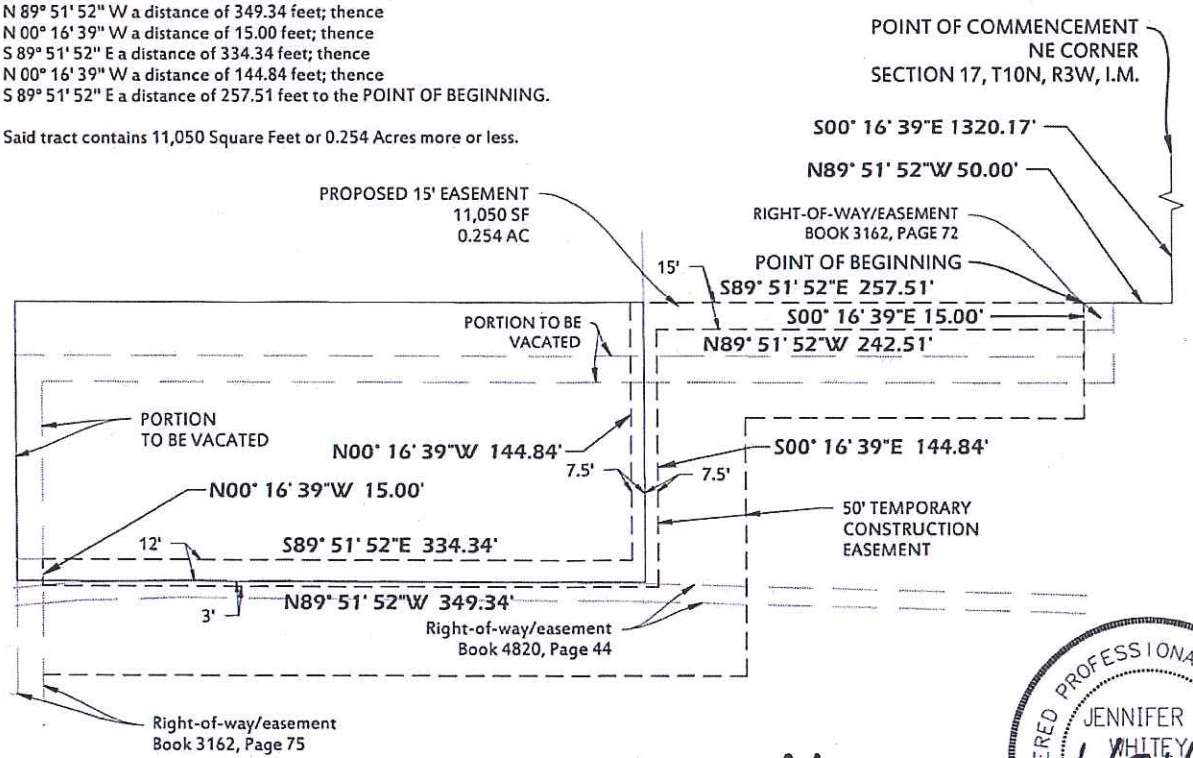
LOCATION MAP

LEGAL DESCRIPTION

A tract of land situate within the Northeast Quarter (NE/4) of Section Seventeen (17), Township TEN (10) North, Range THREE (3) West of the Indian Meridian, City of Oklahoma City, Cleveland County, Oklahoma; being more particularly described as follows:

COMMENCING at the Northeast Corner of said Northeast Quarter (NE/4); thence
S 00° 16' 39" E along the East line of said Northeast Quarter(NE/4) a distance of 1320.17 feet ; thence
N 89° 51'52" W a distance of 50.00 feet to the POINT OF BEGINNING; thence
S 00° 16' 39" E a distance of 15.00 feet; thence
N 89° 51' 52" W a distance of 242.51 feet; thence
S 00° 16' 39" E a distance of 144.84 feet; thence
N 89° 51' 52" W a distance of 349.34 feet; thence
N 00° 16' 39" W a distance of 15.00 feet; thence
S 89° 51' 52" E a distance of 334.34 feet; thence
N 00° 16' 39" W a distance of 144.84 feet; thence
S 89° 51' 52" E a distance of 257.51 feet to the POINT OF BEGINNING.

Said tract contains 11,050 Square Feet or 0.254 Acres more or less.



J L Whitey
Jennifer L Whitey, RPLS 1517



PROPOSED EASEMENT EXHIBIT

Crafton Tull
surveying | engineering
CA 973 (PE/LS) Expires 6/30/2016
214 E. Main Street
Oklahoma City, Oklahoma 73104
405.787.6270 t 405.787.6276 f
www.craftontull.com
© 2015 Crafton, Tull & Associates, Inc.

SECTION 17, T10N, R3W, I.M.
OKLAHOMA CITY, OK

REVISIONS:

DRAWN BY: S. QUINALTY	PROJECT # 12603801	SCALE: 1" = 100'
APPROVED BY: J. WHITEY	DATE: 4/21/2015	SHEET 1 OF 1

DRAWING: G:\12603801_ESCP\DWG\DWG\12603801\12603801 PROPOSED EASEMENT 4-21-15.DWG
LAYOUT: LAST SAVED BY: JWHITEY 4/21/2015 11:02:19 AM
LAST PLOTTED BY: JWHITEY 4/21/2015 11:26:43 AM PLOTTED BY: "VALID ON HARD COPY ONLY"

Exhibit B-1

Filed: 05-10-2000 02:21:20 PM Doc Number: R 2000 16484 Book: RB 3162 Page: 72

Doc#:R 2000 16484
Bk&Pg:RB 3162 72-74
Filed:05-10-2000 POZ
02:21:20 PM EA
Cleveland County, OK

Water Well No. 9
Water Bond Issue
Address 12300 S. Western 12°

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Covenant Development Corporation, an Iowa not for profit corporation for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto THE CITY OF MUSTANG, a municipal corporation, a permanent easement over the following described property situated in CLEVELAND County, Oklahoma, to wit:

(Easement No 2 attached hereto in the NE/4 SEC 17, T10N, R3W I.M.)

for the use of THE CITY OF MUSTANG, and TRUSTS of which THE CITY OF MUSTANG is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating A Municipal Water Well and other public utilities and appurtenances thereto, over, through and upon the same. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 9th day of March, 2000. Covenant Development Corporation

BY: _____, President

"OFFICIAL SEAL"
HARRY CULLINS
Notary Public, State of Illinois
My Commission Expires Dec. 13, 2001

STATE OF Illinois)
) 49 O.S. (1985) Sec.119 (CORPORATE ACKNOWLEDGMENT)
COUNTY OF Cook)

This instrument was acknowledged before me on this 9th day of March, 2000 by Stephen R. Dawson, President of Covenant Development Corporation.

My commission expires Dec. 13, 2001

NOTARY PUBLIC

APPROVED as to form

Municipal Counselor

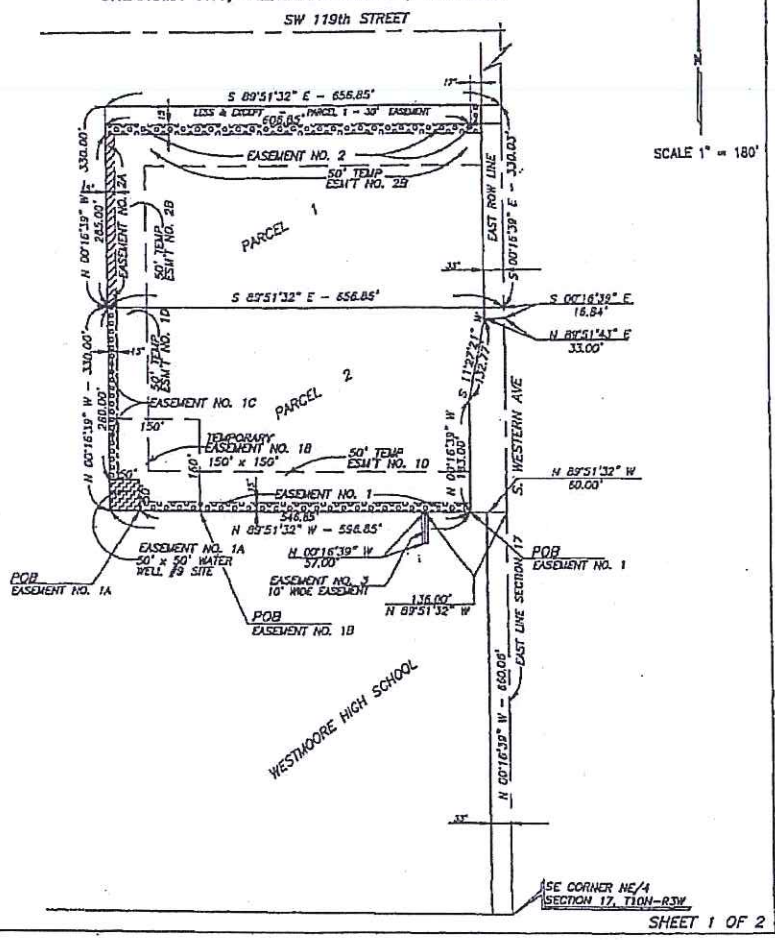
ACCEPTED by the Council of the City of Mustang
4th day of April 2000

City Clerk

Cleveland County Clerk's Office

EXHIBIT NO. 5

WATER LINE EASEMENTS FOR WELL NO. 9 IN
SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 WEST, I.M.
OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA



Cleveland County Clerk's Office

EASEMENT NO. 2

WATER LINE EASEMENTS FOR WELL NO. 9 IN
SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 WEST, I.M.
OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA

EASEMENT 2

BEING A WATER LINE AND APPARATUS EASEMENT OVER A PORTION OF PARCEL NO. 1 AS DESCRIBED IN THE ORDER CONFIRMING SALE OF REAL PROPERTY RECORDED AS DOCUMENT NO. R 1997 184274 IN RECORD BOOK 2907, PAGE 919 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY CLERK OF CLEVELAND COUNTY, STATE OF OKLAHOMA, SAID PARCEL NO. 2 BEING IN THE NORTHEAST QUARTER (NE/4) OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN SAID COUNTY AND SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

A STRIP OF LAND FIFTEEN (15) FOOT WIDE AND BEING THE SOUTH 15.00 FEET OF THE NORTH 45.00 FEET OF SAID PARCEL NO. 1.

TOGETHER WITH A STRIP OF LAND SEVENTEEN (17) FOOT WIDE AND BEING THE WEST 17.00 FEET OF THE EAST 50.00 FEET OF THE NORTH 30.00 FEET OF SAID PARCEL NO. 1

ALL AS SHOWN ON EXHIBIT NO. 5, ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

REGISTERED PROFESSIONAL LAND SURVEYOR
9/1/00
MARILYN BROOKS
1467
OKLAHOMA

JGVE, INC.
CA #234 (EXPIRES JUNE 30, 2001)

BY: _____
PROFESSIONAL LAND SURVEYOR
FOR THE FIRM

SHEET 2 OF 2

Cleveland County Clerk's Office

Exhibit B-2

Filed: 05-10-2000 02:22:09 PM Doc Number: R 2000 16485 Book: RB 3162 Page: 75

Doc#:R 2000 16485
Bk&Pg:RB 3162 75-77
Filed:05-10-2000 FOE
02:22:09 PM EA
Cleveland County, OK

Water Well No. 9
Water Bond Issue
Address: 12300 S. Western ... 120 I

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Covenant Development Corporation, an Iowa not for profit corporation for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto THE CITY OF MUSTANG, a municipal corporation, a permanent easement over the following described property situated in CLEVELAND County, Oklahoma, to wit:

(Easement No 2A attached hereto in the NE/4 SEC 17, T10N, R3W I.M.)

for the use of THE CITY OF MUSTANG, and TRUSTS of which THE CITY OF MUSTANG is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating A Municipal Water Well and other public utilities and appurtenances thereto, over, through and upon the same. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 9th day of March, 2000. Covenant Development Corporation

By: _____, President

"OFFICIAL SEAL"
HARRY CULLINS
Notary Public, State of Illinois
My Commission Expires Dec. 13, 2001

STATE OF Illinois)
) 49 O.S. (1985) Sec.119 (CORPORATE ACKNOWLEDGMENT)
COUNTY OF Cook)

This instrument was acknowledged before me on this 9th day of March, 2000, by Stephen R Bowson, President of Covenant Development Corporation.

My commission expires Dec. 13, 2001

Harry Cullins
NOTARY PUBLIC

APPROVED as to form

Municipal Counselor

ACCEPTED by the Council of THE CITY OF MUSTANG this 24 day of April, 2000

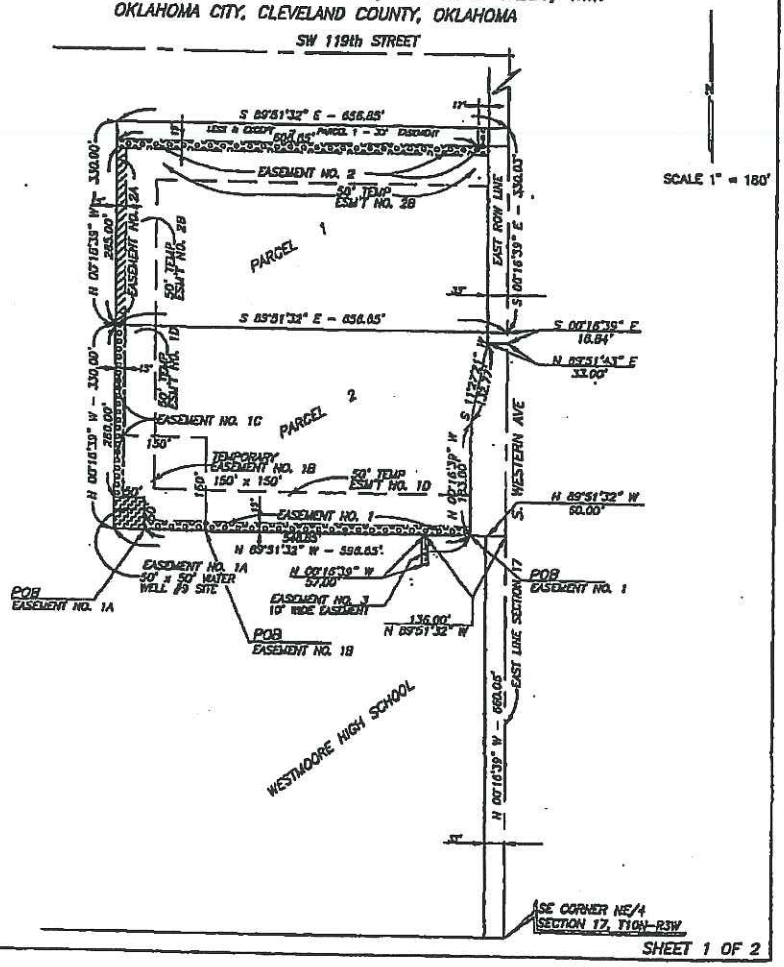
City Clerk

Cleveland County Clerk's Office

EXHIBIT NO. 5

WATER LINE EASEMENTS FOR WELL NO. 9 IN SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 WEST, I.M.

OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA



SHEET 1 OF 2

Cleveland County Clerk's Office

EASEMENT NO. 2A

WATER LINE EASEMENTS FOR WELL NO. 9 IN
SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 WEST, I.M.
OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA

EASEMENT 2A

BEING A WATER LINE AND APPARATUS EASEMENT OVER A PORTION OF PARCEL NO. 1 AS DESCRIBED IN THE ORDER CONFIRMING SALE OF REAL PROPERTY RECORDED AS DOCUMENT NO. R 1997 184274 IN RECORD BOOK 2907, PAGE 919 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY CLERK OF CLEVELAND COUNTY, STATE OF OKLAHOMA, SAID PARCEL NO. 2 BEING IN THE NORTHEAST QUARTER (NE/4) OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN SAID COUNTY AND SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

A STRIP OF LAND FIFTEEN (15) FOOT WIDE AND BEING THE SOUTH 285.00 FEET OF THE WEST 15.00 FEET OF SAID PARCEL NO. 1.

ALL AS SHOWN ON EXHIBIT NO. 5, ATTACHED HERETO AND HEREBY MADE A PART HEREOF.



JGVE, INC.
CA #234 (EXPIRES JUNE 30, 2001)

BY: _____
PROFESSIONAL LAND SURVEYOR
FOR THE FIRM

SHEET 2 OF 2

Cleveland County Clerk's Office

MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA 73064

MAY 5, 2015
7:00 P.M.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. NEW BUSINESS

D. CONSENT AGENDA

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

1. Approval of **04/21/15** MIA Minutes.
*2. Claims List for **FY '15**
*3. Approval to Turn **Past Due Utility Accounts** over to Collection Agency.
*4. Acknowledgement of **Receipt of DEQ Permit** No. SL000009150268, to Construct Sewer Line for OnCue Project, 900 E. State Highway 152.
*5. Approval of **Maintenance Bond** for Water Line and Fire Hydrant for Mustang Elementary Gym Project – 400 S. Mustang Rd.
*6. Approval of **Performance and Maintenance Bonds** for Project Titled 59th Street Bridge Waterline Relocation.

E. INFORMATION/REPORTS

1. Trustee Manager

2. Trustees

F. DISCUSSION ITEMS

*1. **Discussion, Consideration and Possible Action** regarding Approval of Change Order #1 for Project Titled 59th Street Bridge Waterline Relocation.

*2. **Discussion, Consideration and Possible Action** regarding Approval of an Amendment to Permanent Easement previously granted by Covenant Development Corporation to the City of Mustang for placement of a water line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M., to relocate the water line easement, and to authorize the Mayor to negotiate and execute the final document with the property owner, Westmoore Community Church, Inc., to effect such amendment.

G. ADJOURNMENT

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

MUSTANG IMPROVEMENT AUTHORITY
APRIL 21, 2015

The Mustang Improvement Authority met in regular session on Tuesday, April 21, 2015, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted on the Bulletin Board outside the Mustang Municipal Building on Friday, April 17, 2015, at 10:55 a.m. An Amended Agenda was posted on Monday, April 20, 2015, at 2:30 p.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Taylor called the meeting to order at **8:01 p.m.**

B. ROLL CALL

Trustees Present: **Taylor**
Staples
Bowers
Jones
Hagan
Schweinberg

Trustees Absent: **Adams**

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **04/07/15** MIA Minutes
*2. Claims List for **FY '15**

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

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

E. INFORMATION/REPORTS

1. Trustee Manager

None.

2. Trustees

None.

F. DISCUSSION ITEMS

*1. **Discussion, Consideration and Possible Action** regarding Amending a Permanent Easement granted by Covenant Development Corporation to the City of Mustang for Placement of a Water Line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M.

MOTION was made by **Vice Chairman Taylor**, seconded by **Trustee Schweinberg,** to Approve the Amendment to Permanent Easement granted by Covenant Development Corporation to the City of Mustang for Placement of a Water Line located in the Northeast Quarter (NE/4) of Section 17, Township 10 North, Range 3 West, Cleveland County, Oklahoma, I.M. with the following conditions:

1) City Engineer and Staff Approval of Final Exhibit A, as one piece of legal description is missing from the current Exhibit A;

2) City obtaining the Title Report showing the nature of any easements or encumbrances that have intervened since the second easement date and current date, and City obtaining subordination agreements from the owners of those encumbrances to ensure the City's priority position remains the same

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

G. ADJOURNMENT

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

AYE: Taylor, Staples, Bowers, Jones, Hagan, Schweinberg
NAY: None

Meeting was adjourned at **8:03 p.m.**

_____
Jay Adams, Chairman

Attest:

_____
Lisa Martin, Secretary

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68		GENERAL GOVERNMENT				
15-1124	01-B0024	BANCFIRST	2013 BOND PAYMENT	5/2015	201504231021	95,312.65
15-1527	01-B0024	BANCFIRST	2009 BOND PAYMENT	5/2015	201504231020	21,939.67
15-1840	01-S0205	STREET IMPROVEMENT FUND	FRANCHISE FEE TRANSFER	4/2015	201504291038	13,000.00
					DEPARTMENT TOTAL:	130,252.32
DEPARTMENT: 78		SANITATION				
15-0285	01-00121	O.E.M.A.	MONTHLY SANITATION	4/2015	27627	77,877.73
					DEPARTMENT TOTAL:	77,877.73
					FUND TOTAL:	208,130.05
					GRAND TOTAL:	373,235.84