

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE/INVOCATION

James Waugh, Pastor, Lakehoma Church of Christ

C. ROLL CALL

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

F. CONSENT AGENDA

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

1. Approval of **11/06/2018** City Council Minutes.
2. Approval of **11/13/2018** City Council Special Meeting (Work Session) Minutes.
- *3. Claims List for **FY 2019**.
- *4. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
5. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
6. Approval of **Oklahoma Humanities – Let's Talk About It**, Oklahoma Book Discussion Grant.
7. Approval of **Resolution No. 19-022** making Changes in the Library Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$1,000.
- *8. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and Holidays for the City of Mustang/MIA for the Year 2019.

G. INFORMATION/REPORTS

1. City Manager Report
2. City Council Reports
 - a. Approval of **Proclamation** in Support of Decennial Census 2020 and Complete Count Committee.
 - b. **Appointment** of Two (2) Members to the Mustang Planning Commission.

H. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2018.
2. **Discussion, Consideration and Possible Action** regarding Appointment of Municipal Judge Steve Huddleston and Alternate Judge Chris Box in accordance with Chapter 26, Section 26-62 of the City of Mustang, Oklahoma Municipal Codes.
3. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-024**, Supporting the Nomination of Timothy Rooney to the District 8 Seat on the Board of Directors of the Oklahoma Municipal League; Declaring said Appointment to be for the Benefit of the City of Mustang and Other Municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for the Public Purpose.
4. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-023**, a Resolution of the City Council of the City of Mustang, Oklahoma, Amending Resolution No. 16-037; Changing the Rates for Recreation Center Facilities; Declaring Repealer; Establishing Severability; and Declaring an Effective Date.
5. **Discussion, Consideration and Possible Action** regarding Approval of Fitness Passport Service Agreement between the City of Mustang and OptumHealth Care Solutions, LLC.
- *6. **Discussion, Consideration and Possible Action** regarding:
 - a. Acceptance of Bids for Project Labeled Rockwell Water Tank and County Line Tank Improvements.
 - b. Awarding Lowest Qualified Bid for Project Labeled Rockwell Water Tank and County Line Tank Improvements.
- *7. **Discussion, Consideration and Possible Action** regarding:
 - a. Acceptance of Bids for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.
 - b. Awarding Lowest Qualified Bid for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.
- *8. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).
2. **Discussion Consideration and Possible Action** on potential Condemnation proceedings relating to the S.W. 89th Street Widening Project; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).
3. **Discussion** of *Cottonwood Development, L.L.C. v. City of Mustang*, Case No. CJ-2018-142, District Court, Canadian County, Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).
4. **Discussion** of *Otis A. Guthrie v. CPL Daniel T. Hall and City of Mustang*, Case No. CIV-16-1148, United States District Court, Western District of Oklahoma; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(4).
5. **Discussion** regarding Evaluation of and Employment Agreement with City Attorney; and, proposed executive session as authorized by 25 Okla. Stat. §307(B)(1, 2).
6. **Discussion Consideration and Possible Action** regarding Approval of **Resolution No. 19-025**, a Resolution of the City Council of the City of Mustang, Oklahoma, Declaring the Necessity for Acquiring Certain Permanent and Temporary Easements Located in Section 34, Township 11 North, Range 5 West, and Section 3, Township 10 North, Range 5 West, Indian Meridian, Mustang, Canadian County, State of Oklahoma; Authorizing, Instructing, and Directing the City Manager to Acquire said Permanent and Temporary Easements for Public Street Purposes and Uses Incidental Thereto, for City of Mustang Street and Traffic Improvements for the S.W. 89th Street Widening Project, by Purchase and Settlement of Damages with the Land Owners; Authorizing, Instructing and Directing the City Attorney to Condemn said Properties for said Purposes if said Permanent and Temporary Easements cannot be Reasonably Purchased and the Damages Settled by Agreement with the Land Owners.

K. ADJOURNMENT

*Items Considered Concurrently on the MIA Agenda.

**MUSTANG CITY COUNCIL
NOVEMBER 6, 2018**

The Mustang City Council met in regular session on Tuesday, November 6, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, November 2, 2018, at 12:05 p.m. and Amended Agenda posted as required on Monday, November 5, 2018 at 4:55 p.m. both in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION Dave Owens, Pastor, Christ Lutheran Church

Pastor Owens led the assembly in the Pledge and Invocation. He stated the Church had recently held a craft show and picnic and are now preparing for Thanksgiving as well as their Thanksgiving baskets.

C. ROLL CALL

Councilmembers Present:	Pratt
	Leete
	Grider
	Jones
	McKenzie
	Noblitt

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

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

1. Approval of **10/02/2018** City Council Minutes.
- *2. Claims List for **FY 2019**.
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
4. Approval to Turn **Past Due Library Accounts** over to the Collection Agency.
5. Approval of **Resolution No. 19-018** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$489.

6. Approval of **Oklahoma Highway Safety Grant** PT-19-03-14-05 for Targeting Traffic Enforcement Efforts to Reduce the Number of Fatalities and Serious Injury Crashes, October 1, 2018 through September 30, 2019.
7. Approval of **Resolution No. 19-020** making Changes in the General Fund Budget by making a Supplemental Appropriation to Increase the 2018-2019 Fiscal Year Budget by \$25,850.
8. Approval of **Resolution No. 19-019**, Calling for Municipal Election for Councilmembers for Wards One, Two, Four, Five and Six.
9. Approval of **Retirement** from Oklahoma Municipal Retirement Fund (OMRF) for Ruth Beal, former City of Mustang Employee.
- *10. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Hunter's Springs Addition, Phase 2.

MOTION was made by **Councilman Leete**, seconded by **Councilman Jones**, to Approve Items F-1 thru F-10 of the Consent Agenda.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

G. INFORMATION/REPORTS

1. City Manager Report

City Manager Rooney stated the City Manager's report was available online and reminded the Councilmembers there would be a Work Session on Tuesday, November 13, 2018 at 6:30 pm at the Police Department Community Room.

City Manager Rooney introduced members from American Legion Post 353 who presented *Police Chief Groseclose* a check for \$2,000 for the Police Department's Shop with a Cop program.

b. City Council Reports

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

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

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

Vice Mayor Grider did not have anything to report at this time.

Councilman Jones stated the City Manager was working with a constituent regarding a street issue.

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

Councilman Noblitt stated he was contacted by Mr. Chris Lane with Lane Towing Service regarding the City's tow service policy and restrictions stating he would like to revisit this policy.

H. DISCUSSION ITEMS

1. **Discussion** regarding Proposed Appointment of Municipal Judge Steve Huddleston and Alternate Judge Chris Box in accordance with Chapter 26, Section 26-62 of the City of Mustang, Oklahoma Municipal Codes.

City Manager Rooney stated in accordance with the City's codes, the municipal judges are appointed every two years stating the proposed appointment is to be placed on the next to last agenda before the appointment begins. He stated no action was needed this evening.

2. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1175**, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances of the City of Mustang, Oklahoma, by Vacating and Closing an Easement Lying on the South Side of Block 4 of Stewart's Addition, as more particularly described in the Ordinance; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

Community Development Director Helsel stated the initial reading for this ordinance was held two months ago with motion to approve or deny to be held in this meeting.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie**, to Approve Ordinance No. 1175, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances of the City of Mustang, Oklahoma, by Vacating and Closing an Easement Lying on the South Side of Block 4 of Stewart's Addition, as more particularly described in the Ordinance; Declaring Repealer; Providing for Severability.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt
NAY: None

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Leete**, to Declare an Emergency.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

3. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1177**, an Ordinance of the City of Mustang, Oklahoma, Amending the Mustang Code of Ordinances by Amending (1) Chapter 22, Article V, Section 122-202 to Set the Maximum Fine for Certain Violations Relating to Medical Marijuana, and (2) Chapter 78, Article VI, Section 78-313 to Set the Maximum Fine for Certain Violations Relating to Medical Marijuana; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Attorney Miller stated this ordinance would amend the medical marijuana ordinance recently adopted by the City bringing all fines in accordance with the amount allowed by state law. Discussion was held regarding the fine in question.

MOTION was made by **Councilman Leete**, seconded by **Councilwoman Pratt**, to Approve Ordinance No. 1177, an Ordinance of the City of Mustang, Oklahoma, Amending the Mustang Code of Ordinances by Amending (1) Chapter 22, Article V, Section 122-202 to Set the Maximum Fine for Certain Violations Relating to Medical Marijuana, and (2) Chapter 78, Article VI, Section 78-313 to Set the Maximum Fine for Certain Violations Relating to Medical Marijuana; Declaring Repealer; Providing for Severability.

AYE: Pratt, Leete, Grider, Jones, McKenzie

NAY: Noblitt

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

AYE: Pratt, Leete, Grider, Jones, McKenzie

NAY: Noblitt

The Emergency Clause did not pass. **City Manager Rooney** advised the ordinance would be published in its entirety and would not go into effect for 30 days.

4. **Discussion, Consideration and Possible Action** regarding Approval of **Ordinance No. 1178**, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 2, Article V, Division 2 of the Mustang Code of Ordinances by: (1) Amending Section 2-191 to Add New Definitions; (2) Amending Section 2-195 to Clarify Existing and Add New Exemptions from Competitive Bidding Requirements; and (3) Adding New Section 2-199 to Allow Purchases through Cooperative Purchasing Plans; Declaring Repealer; Providing for Severability; and Declaring an Emergency.

City Attorney Miller stated currently the City of Mustang codes do not contain a provision allowing purchases under a governmental cooperative purchasing program where contracts have been obtained through competitive bidding stating this ordinance includes this provision allowing those purchases to occur.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Jones**, to Approve Ordinance No. 1178, an Ordinance of the City of Mustang, Oklahoma, Amending Chapter 2, Article V, Division 2 of the Mustang Code of Ordinances by: (1) Amending Section 2-191 to Add New Definitions; (2) Amending Section 2-195 to Clarify Existing and Add New Exemptions from Competitive Bidding Requirements; and (3) Adding New Section 2-199 to Allow Purchases through Cooperative Purchasing Plans; Declaring Repealer; Providing for Severability.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

MOTION was made by **Councilman Noblitt**, seconded by **Councilman Leete**, to Declare an Emergency.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

5. **Discussion, Consideration and Possible Action** regarding requested approval of Interlocal Contract for Cooperative Purchasing between the City of Mustang and the Houston-Galveston Area Council.

Fire Chief Carruth stated a committee was formed consisting of Fire Department Lieutenants to develop specifications for the new aerial ladder/platform truck. He stated the committee, after developing the specifications, recommended the City enter into a purchase agreement with the Houston-Galveston Area Council stating the apparatus was selected from a pre-bid purchasing co-op list. **Carruth** stated using this contract would save the City approximately \$14,000.

MOTION was made by **Councilman Leete**, seconded by **Councilman Noblitt**, to approve the Interlocal Contract for Cooperative Purchasing between the City of Mustang and the Houston-Galveston Area Council.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

6. **Discussion, Consideration and Possible Action** regarding Approval of a Purchase Agreement between the City of Mustang and Conrad Fire Equipment, Inc., as assignee of Pierce Manufacturing, Inc., to Purchase a New Velocity Chassis (Aerial Ladder/Platform Truck), including a Performance Bond.

Discussion was held regarding the terms of the purchase agreement. **Fire Chief Carruth** stated the purchase amount was \$1,318,464.81 with an estimated build time of 14.5 months.

MOTION was made by **Councilman Leete**, seconded by **Councilwoman Pratt**, to approve the Purchase Agreement between the City of Mustang and Conrad Fire Equipment, Inc., as assignee of Pierce Manufacturing, Inc., to Purchase a New Velocity Chassis (Aerial Ladder/Platform Truck), including a Performance Bond.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

7. **Discussion, Consideration and Possible Action** regarding Approval of **Resolution No. 19-021** authorizing the City of Mustang, Oklahoma (the "City") to Assign the Purchase Agreement between the City of Mustang and Conrad Fire Equipment, Inc. to Branch Banking and Trust Company, to execute a Lease Purchase Agreement, Series 2018 (the "Lease Purchase Agreement"), by and between the City and Branch Banking and Trust Company (the "Lessor") in the aggregate principal amount of \$1,329,464.81; authorizing and directing the execution of the Lease Purchase Agreement and other documents relating to the transaction; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by the City in calendar year 2018, and designating the Lease Purchase Agreement as a qualified tax-exempt obligation; approving professional services agreements; and containing other provisions relating thereto.

Finance Director Watts stated quotes were requested from financial institutions to provide lending for a 15 year term for the aerial ladder/platform truck stating Branch Banking & Trust (BB&T) provided the lowest rate of 3.80%. Discussion was held regarding the terms of the agreement.

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie**, to approve Resolution No. 19-021 authorizing the City of Mustang, Oklahoma (the "City") to Assign the Purchase Agreement between the City of Mustang and Conrad Fire Equipment, Inc. to Branch Banking and Trust Company, to execute a Lease Purchase Agreement, Series 2018 (the "Lease Purchase Agreement"), by and between the City and Branch Banking and Trust Company (the "Lessor") in the aggregate principal amount of \$1,329,464.81; authorizing and directing the execution of the Lease Purchase Agreement and other documents relating to the transaction; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by the City in calendar year 2018, and designating the Lease Purchase Agreement as a qualified tax-exempt obligation; approving professional services agreements; and containing other provisions relating thereto.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

J. CITY ATTORNEY'S REPORT

1. **Discussion, Consideration and Possible Action** regarding Potential Purchase and Acceptance of Permanent and Temporary Easements and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(3).
2. **Discussion, Consideration and Possible Action** regarding Election of City of Mustang under Forced Pooling Order in *In re Roan Resources LLC*, Case CD No. 201806539, Before the Corporation Commission of the State of Oklahoma, and Authorization for Mayor and City Staff to Execute Necessary Documents to Accomplish the Same; and, Proposed Executive Session as Authorized by 25 Okla. Stat. §307(B)(4).

MOTION was made by **Councilman Noblitt**, seconded by **Councilman McKenzie** to adjourn to Executive Session.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

TIME ADJOURNED to Executive Session: **7:34 p.m.**

Vice Mayor Grider called the meeting back in session at 7:43 p.m.

In reference to Item J-1 –

Informational purposes only, no action taken.

In reference to Item J-2 –

MOTION was made by **Councilman McKenzie**, seconded by **Councilman Jones** to Authorize City Staff and Mayor to execute necessary documents to elect on behalf of the City to obtain a 1/5th royalty under the pooling order.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

K. ADJOURNMENT

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

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

The meeting was adjourned at 7:44 p.m.

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

**MUSTANG CITY COUNCIL
NOVEMBER 13, 2018
SPECIAL MEETING**

The Mustang City Council scheduled a Special Meeting on Tuesday, November 13, 2018, at 6:30 p.m. at the Mustang Police Department, Community Room, 650 E. Highway 152 Mustang, Oklahoma. Notice of the meeting was posted as required on Wednesday, November 7, 2018, at 3:25 p.m. and Amended Agenda posted as required on Thursday, November 8, 2018 at 11:45 a.m. both in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Mayor Schweinberg called the meeting to order at 6:30 p.m.

B. ROLL CALL

Councilmembers Present:	Pratt
	Leete (arrived at 6:32 p.m.)
	Grider
	Jones (left at 7:45 p.m.)
	McKenzie
	Schweinberg

Councilmembers Absent:	Noblitt
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C. DISCUSSION ITEMS

1. **Demonstration** of new Zuercher Software.

Police Chief Groseclose and **Sergeant Dylan Wilson** presented a demonstration of the new Zuercher Software.

2. **Presentation** of Mustang Water System Infrastructure.

Assistant City Manager Battles gave a presentation of the Mustang Water System Infrastructure. (Powerpoint presentation on file in City Clerk's office).

3. **Discussion** regarding Oklahoma City Water Purchase Agreement.

Assistant City Manager Battles stated the City had met with the City of Oklahoma City regarding a new Water Purchase Agreement and provided an update regarding the new agreement. He stated the agreement would be on an upcoming agenda for City Council approval.

4. **Discussion** regarding Rate Structure for City of Mustang Recreation Center.

Assistant City Manager Battles stated with the expansion of Town Center, new membership rates were being proposed stating membership rates had not increased since 2006. He also stated it would include a re-branding utilizing passes instead of memberships. **Battles** stated the rate increase would be on the December 4, 2018 agenda for City Council approval.

5. **Discussion** regarding United Healthcare Reimbursement.

Assistant City Manager Battles stated United Healthcare members are eligible to receive a monthly membership to the Recreation Center when enrolling in the Renew Active Fitness Passport Program. He stated Optum Health Care will reimburse the City of Mustang for each member.

6. **Discussion** regarding Parade Ordinance.

Discussion was held regarding the Parade ordinance and providing candy. Discussion included the throwing of candy and enforcement of when the candy can and cannot be thrown.

7. **Discussion** regarding Minutes Structure.

Discussion was held regarding the current minutes structure. **City Manager Rooney** stated if there were no objections, the minutes would no longer be as in-depth as they have been historically stating they would include what is required by the State Open Meetings Act.

8. **Discussion** regarding Hotel Tax Expenditure.

City Manager Rooney stated in accordance with Ordinance No. 1040 regarding hotel tax funds, he was requesting Council authorize funds to be expended for holiday decorations for the new City of Mustang signs as well as for a large outdoor Christmas tree at Town Center. He stated if there were no objections, this fund will be utilized for the decorations stated.

D. UPDATE ON MANAGEMENT RELATED ISSUES

City Manager Rooney provided the following update:

- Advised Councilmembers to be looking for a very good public relations announcement for our community in the December 9, 2018 Sunday Oklahoman;
- Advised the City holiday party would be held Friday, December 14, 2018, and Council was invited;
- Discussion was held regarding a Community Showcase program.

E. ADJOURNMENT

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

AYE: Pratt, Leete, Grider, McKenzie, Schweinberg

NAY: None

The meeting was adjourned at **8:28 p.m.**

Jess Schweinberg, Mayor

Attest:

Lisa Martin, City Clerk

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-0052	01-C0036	CANADIAN COUNTY ASSESSOR	VISUAL INSPECTION - BUDGE	11/2018	201811158815	1,814.21
DEPARTMENT TOTAL:						1,814.21
DEPARTMENT: 11 CITY MANAGER						
19-0046	01-B0202	BFAC, LLC	MOBILE APP SOLUTIONS, BFA	11/2018	78145c	3,100.00
19-0758	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	11/2018	NP54647773	49.73
19-0957	01-G0133	DALLAS-FORT WORTH HOSPITAL	PRE-EMPLOYMENT BACKGROUND	11/2018	77714	76.00
19-0113	01-I0035	INTERNATIONAL INSTITUTE OF IIMC	MEMBERSHIP RENEWAL	11/2018	201811158819	170.00
19-0084	01-M0180	MUSTANG CHAMBER OF COMMER	CHAMBER LUNCHEONS	11/2018	14973	52.00
19-0080	01-M0234	MUSTANG TIMES LLC	LEGAL PUBLICATIONS	11/2018	MT15755	86.40
19-0115	01-O0117	OMCTFOA TREASURER	2019 OMCTFOA MEMBERSHIP	11/2018	201811158827	30.00
19-0101	01-T0029	WEST PUBLISHING CORPORATION	OKLAHOMA STATUTE 2018	11/2018	839264320	237.63
19-0971	01-V0106	VALIR OUTPATIENT CLINICS	MAPRE-EMPLOYMENT DRUG TEST	11/2018	476328	25.00
DEPARTMENT TOTAL:						3,826.76
DEPARTMENT: 12 LIBRARY						
19-0356	01-B1023	BTAC ACQUISITION CORP.	FICTION BOOKS	11/2018	5015201268	27.13
19-0208	01-T0103	TECH LOGIC CORPORATION	2019 STAFF STATION SOFTWA	11/2018	RC002643	880.00
DEPARTMENT TOTAL:						907.13
DEPARTMENT: 13 PARKS AND RECREATION						
19-0644	01-A0294	GEORGE E DECHER	INFLATABLES FOR EVENTS	11/2018	201811158814	455.00
19-0268	01-C0278	COX COMMUNICATIONS, INC.	TV FOR TREADMILLS	11/2018	201811158817	232.68
19-0259	01-C0286	CIVICPLUS, INC.	RECREATION SOFTWARE	11/2018	179295	499.70
19-0880	01-C0286	CIVICPLUS, INC.	FEE FOR SOFTWARE	11/2018	179295A	64.16
19-0777	01-C0292	CHARLEY'S GOLF CARS, INC.	GOLF CARTS FOR EVENTS	11/2018	201811158818	250.00
19-0248	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	11/2018	NP54647773B	802.61
19-1007	01-G2311	HAULI GRAY	PRIVATE PARTY POOL REF	11/2018	8725708	300.00
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	11/2018	201811158820	4,027.65
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	11/2018	201811158824	36.79
19-0924	01-00150	OK REC & PARK SOCIETY	ORPS CONFERENCE	11/2018	201811158823	750.00
19-0967	01-00150	OK REC & PARK SOCIETY	ORPS CONFERENCE	11/2018	201811158822	525.00
19-0915	01-P0154	TAWNI PHELAN	BABYSITTING BOOTCAMP REFU	11/2018	201811158831	70.00
19-0267	01-V0050	CELLCO PARTNERSHIP	JET PACKS & PHONE	11/2018	9816975763B	173.32
DEPARTMENT TOTAL:						8,186.91

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0065	01-D0088	STATE OF OKLAHOMA - DEPARTMINMATE LABOR		11/2018	UNCCC-306 1018	945.00
19-0071	01-F0078	DAIOHS USA, INC	CITY HALL COFFEE SERVICE	11/2018	230983	36.50
19-0114	01-M0160	MUNICIPAL CODE CORPORATION	ANNUAL WEB HOSTING	11/2018	320284	950.00
19-0020	01-M1180	MAIL FINANCE INC.	LEASE PAYMENT ON STUFFING	11/2018	N7422825	1,713.06
19-0095	01-00010	ONE GAS, INC.	GAS SERVICE	11/2018	201811168838	199.07
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	11/2018	201811158820	556.35
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	11/2018	201811158824	90.43
19-0997	01-00125	OKLAHOMA ONE-CALL SYSTEM	INMEMBERSHIP SERVICES	11/2018	2018AM0499	1,536.75
19-0940	01-P0051	THE PITNEY BOWES BANK, INC.	PRE-PAID POSTAGE	11/2018	201811158830	5,000.00
19-0633	01-P0151	PB EQUIPMENT MANAGEMENT	INCLEASE ON MAIL MACHINE	11/2018	3307448584	452.73
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	11/2018	25261	70,458.17
19-0309	01-S0093	SMART TECHNOLOGIES, INC	MAINTENANCE AGREEMENT	11/2018	717907	3,179.95
19-0991	01-S0093	SMART TECHNOLOGIES, INC	TREND MICRO	11/2018	717909	1,405.20
19-0099	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	11/2018	905041	2,502.45
19-0972	01-S1093	STEPHEN E DIXON	LIGHT BULBS FOR CITY HALL	11/2018	I0031289	153.45
DEPARTMENT TOTAL:						89,179.11
DEPARTMENT: 18 TOWN CENTER						
19-0181	01-A0110	ALL SEASON BUILDING SUPPLY	SUPPLIES FOR DEPARTMENT	11/2018	157819	12.76
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	11/2018	8151-01810	112.06
19-0587	01-D0151	DOMINGO ALVAREZ	DEEP CLEANING OF CARPET	11/2018	003A	245.00
19-0863	01-D0151	DOMINGO ALVAREZ	POWER WASH FRONT SIDEWALK	11/2018	003	305.00
19-0176	01-L0052	LOCKE SUPPLY CO	LIGHTS & SUPPLIES	11/2018	35753969-00	4.02
19-0095	01-00010	ONE GAS, INC.	GAS SERVICE	11/2018	201811168838	131.41
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	11/2018	201811158820	8,083.47
19-0670	01-S0258	TRAVIS E. GROOMS	REPAIR TO SPRINKLER LINE	11/2018	6374	420.50
19-0946	01-S1002	STERLING & SONS ELECTRIC,	LELECTRICAL REPAIRS	11/2018	3604	907.00
19-0178	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES & EQU	11/2018	462658352	146.80
DEPARTMENT TOTAL:						10,368.02
DEPARTMENT: 19 BALL COMPLEX						
19-0314	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. SUPPLIES FOR COMPLE	11/2018	157846	412.82
19-0250	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL	11/2018	NP54647773A	229.74
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIE	ELECTRIC SERVICES	11/2018	201811158820	1,507.64
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC COME	ELECTRIC SERVICES	11/2018	201811158824	1,209.99
19-0240	01-S1165	INTERLINE BRANDS, INC	JANITORIAL SUPPLIES	11/2018	461609612	215.50
DEPARTMENT TOTAL:						3,575.69

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	11/2018	201811158820	155.94
DEPARTMENT TOTAL:						155.94
DEPARTMENT: 21 FINANCE						
19-0043	01-A0293	ASSOCIATION OF PUBLIC TREASURERS	ANNUAL MEMBERSHIP DUES	11/2018	20323	185.00
19-0072	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	11/2018	NP54647773C	18.86
DEPARTMENT TOTAL:						203.86
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0980	01-02440	STATE OF OKLAHOMA	LICENSING FOR INSPECTOR	11/2018	201811158816	35.00
19-0758	01-F0094	FLEETCORE TECHNOLOGIES, INC	BULK FUEL	11/2018	NP54647773	288.22
19-0285	01-00096	OKLAHOMA UNIFORM BUILDING	COLLECTION OF STATE FEES	11/2018	201811158828	652.00
19-0844	01-V0050	CELLCO PARTNERSHIP	CELL PHONE SERVICE	11/2018	9816975763A	176.76
19-0286	01-X0004	JOHN RYCZKOWSKI	MOWING & CLEANING ABATEME	11/2018	201811158833	1,835.00
DEPARTMENT TOTAL:						2,986.98
DEPARTMENT: 41 POLICE						
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	11/2018	8151-01810	315.36
19-0131	01-C0232	COPS PRODUCTS	REPLACEMENT VESTS	11/2018	20187639	710.00
19-0038	01-F0078	DAIHS USA, INC	COFFEE SERVICE & ICE RENT	11/2018	230989	408.50
19-0138	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	11/2018	NP546477739	4,355.50
19-0890	01-F4474	FIRETROL PROTECTION SYSTEMS	MISC. REPAIRS TO ALARM	11/2018	100558905	405.00
19-0677	01-J0077	D JONES LTD.	BOX FOR NEW ACO TRUCK	11/2018	15385	1,808.88
19-0095	01-00010	ONE GAS, INC.	GAS SERVICE	11/2018	201811168838	191.25
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	11/2018	201811158820	3,730.51
19-0152	01-R0146	ROGUE COMP. AUTOMOTIVE INC.	OIL CHANGES, TIRE ROTATIO	11/2018	6046	211.52
19-0154	01-S0330	STREETS, LLC	HEAT, AIR & BOILER MAINTEN	11/2018	S43/43B-1018	5,130.00
19-0156	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	11/2018	839193655	202.00
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	11/2018	9817252604	580.00
DEPARTMENT TOTAL:						18,048.52

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42 ANIMAL WELFARE						
19-0138	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL CHARGES	11/2018	NP54647739	377.04
19-0141	01-L0096	LAURA L RIDLEY	ANIMAL SHELTER LAUNDRY	11/2018	7650	108.15
19-0148	01-00273	OKLAHOMA HUMANE SOCIETY	SPAY/NEUTER SERVICES	11/2018	1759444	30.00
19-0158	01-V0050	CELLCO PARTNERSHIP	WIRELESS TERMINAL USAGE	11/2018	9816975763	106.14
DEPARTMENT TOTAL:						621.33
DEPARTMENT: 51 FIRE						
19-0223	01-A0039	A.S.C. INC.	MISC. VEHICLE REPAIR	11/2018	93642	16.09
19-0221	01-A0194	AIRGAS, INC.	O2 CYLINDER REFILL	11/2018	9081920630	79.01
19-1016	01-C0065	CASCO INDUSTRIES, INC.	BUNKER GEAR REPAIR	11/2018	200988	93.35
19-0219	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	11/2018	D136443	9.75
19-0996	01-D0108	DIGITAL COMBUSTION INC	DIGITAL COMBUSTION LICENS	11/2018	41038971982	1,560.00
19-0332	01-F0094	FLEETCORE TECHNOLOGIES, INC	FUEL FOR VEHICLES	11/2018	NP54647772	1,309.95
19-0226	01-G0040	ENTRY SERVICE & REPAIR,	INSERVICE AIR & HEATING SYS	11/2018	181554	400.00
19-0919	01-G0040	ENTRY SERVICE & REPAIR,	INVENTILATION FOR HOSE/BUNK	11/2018	181583	600.00
19-0365	01-N0137	NORTHERN SAFETY CO INC	SCBA REPAIRS	11/2018	903178474	554.00
19-0095	01-00010	ONE GAS, INC.	GAS SERVICE	11/2018	201811168838	268.26
19-0628	01-00022	OKLAHOMA CITY COMMUNITY COL	TUITION FOR PARAMEDIC	11/2018	06028139_18F	1,303.52
19-0224	01-00025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & M	11/2018	0309-295634	45.54
19-0220	01-00227	OVERHEAD DOOR COMPANY OF	OKBAY DOOR REPAIRS	11/2018	271366	110.00
19-0823	01-S1165	INTERLINE BRANDS, INC	CLEANING SUPPLIES	11/2018	461609646	158.88
19-0896	01-T0174	TARGET SOLUTIONS LEARNING	LTRAINING MODULE	11/2018	TSINBV000027899	2,301.00
19-0227	01-U0055	UNIFIRST HOLDINGS INC	SHOP TOWEL SERVICE	11/2018	825 1320536	42.75
19-0784	01-V0050	CELLCO PARTNERSHIP	AIR TIME FOR TABLETS	11/2018	9817252605	756.14
DEPARTMENT TOTAL:						9,608.24
DEPARTMENT: 61 STREETS						
19-0091	01-00035	OKLAHOMA ELECTRIC COOPERAT	IELECTRIC SERVICES	11/2018	201811158820	1,005.12
19-0094	01-00055	OKLAHOMA GAS & ELECTRIC CO	MELECTRIC SERVICES	11/2018	201811158824	365.47
DEPARTMENT TOTAL:						1,370.59
FUND TOTAL:						150,853.29

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FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-0562	01-L0070	LUTHER SIGN CO	SIGNS FOR BEE AREA	11/2018	11887	126.52
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	11/2018	25261	17.99
DEPARTMENT TOTAL:						144.51
FUND TOTAL:						144.51

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FUND: 07 - LIBRARY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
19-0369	01-T0104	DAVID BRUCE TREADAWAY	SCHOLAR FOR BOOK DISCUSSI	11/2018	201811158832	119.44
DEPARTMENT TOTAL:						119.44
FUND TOTAL:						119.44

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FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE TECHNOLOGY				
19-0939	01-S0093	SMART TECHNOLOGIES, INC	MICROSOFT LICENSE FOR TAB	11/2018	717900	3,575.00
DEPARTMENT TOTAL:						3,575.00
FUND TOTAL:						3,575.00

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	11/2018	25261	2,791.28
DEPARTMENT TOTAL:						2,791.28
FUND TOTAL:						2,791.28

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
19-1028	01-A0102	ACQUIRE CCTV INC.	CAMERAS AND INSTALLATION	11/2018	201811158835	4,332.00
DEPARTMENT TOTAL:						4,332.00
DEPARTMENT: 13 PARK AND RECREATION						
19-0947	01-S0004	S&S WORLDWIDE, INC	FURNITURE AND EQUIPMENT E	11/2018	10519789	375.12
DEPARTMENT TOTAL:						375.12
DEPARTMENT: 41 POLICE						
19-0657	01-S0330	STREETS, LLC	BOILER REPLACEMENT	11/2018	50321	37,821.00
DEPARTMENT TOTAL:						37,821.00
DEPARTMENT: 42 ANIMAL WELFARE						
19-0677	01-J0077	D JONES LTD.	BOX FOR NEW ACO TRUCK	11/2018	15385	3,000.00
DEPARTMENT TOTAL:						3,000.00
DEPARTMENT: 51 FIRE						
19-0228	01-S0206	STOLZ TELECOM, LLC	GETAC OVERAGE	11/2018	3088	13,516.00
DEPARTMENT TOTAL:						13,516.00
DEPARTMENT: 61 STREETS						
19-0098	01-S0085	SILVER STAR CONSTRUCTION	STREET & MOWING CONTRACT	11/2018	25261	3,098.12
19-0875	01-T0173	JAMES A. BRAY	TILT FLATBED TRAILER	11/2018	16084	16,707.00
DEPARTMENT TOTAL:						19,805.12
FUND TOTAL:						78,849.24

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
19-1024	01-A0117	ALUIS HEALTH LLC	WORKERS COMP CLAIM	11/2018	201811158810	296.11
19-0987	01-H0150	HUMAN PERFORMANCE CENTER #2	WORKERS COMP CLAIM	11/2018	201811158811	562.71
19-1026	01-M0267	MEDICAL CLAIMS REVIEW SERVI	WORKERS COMP MEDICAL BILL	11/2018	201811158812	296.69
19-1025	01-S0255	SSM HEALTH CARE OF OKLAHOMA	WORKERS COMP CLAIM	11/2018	201811158813	444.42
DEPARTMENT TOTAL:						1,599.93
FUND TOTAL:						1,599.93
GRAND TOTAL:						1,051,513.65

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 MAYOR AND COUNCIL						
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	11/2018	3849	4,467.90
19-0010	01-H0045	RALPH STEVEN HUDDLESTON	COURT APPEARANCES	12/2018	201811278847	1,600.00
19-0086	01-M0302	MONNET, HAYES, BULLIS, THOMAS	ATTORNEY FEES	11/2018	201811278864	341.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	30.00
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MIATTORNEY	EXPENSES/PROSECUT	11/2018	18883	220.48
DEPARTMENT TOTAL:						6,659.38
DEPARTMENT: 11 CITY MANAGER						
19-0081	01-M0001	MUSTANG NEWS	LEGAL PUBLICATIONS	11/2018	6272	82.95
19-1022	01-M0234	MUSTANG TIMES LLC	AD FOR DISPATCHER/JAILER	11/2018	MT607381	90.00
19-1064	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	11/2018	201811278869	20.00
19-0027	01-P0099	PRINCIPAL LIFE INSURANCE	CORETIREE INSURANCE	12/2018	201811278860	300.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	70.00
19-1020	01-T0098	MUSTANG TIMES LLC	AD FOR DISPATCHER/JAILER	11/2018	TT15769	75.00
19-0111	01-W0001	WHEATLEY, SEGLER, OSBY & MIATTORNEY	EXPENSES/PROSECUT	11/2018	18866	662.44
19-0117	01-W0009	WORKERS ASSISTANCE PROGRAM, EMPLOYEE	ASSISTANCE PROGR	11/2018	68385	402.57
DEPARTMENT TOTAL:						1,702.96
DEPARTMENT: 12 LIBRARY						
19-0356	01-B1023	BTAC ACQUISITION CORP.	FICTION BOOKS	11/2018	5015229868	366.65
19-0353	01-M0263	MIDWEST TAPE, LLC	NON-PRINT ITEMS FOR COLLE	11/2018	96625273	73.94
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	10.00
19-0354	01-T0048	CENGAGE LEARNING	LARGE PRINT BOOKS	11/2018	65611959	365.52
19-1049	01-T0103	TECH LOGIC CORPORATION	THERMAL PRINTER REPLACEMENT	11/2018	15008266	855.00
DEPARTMENT TOTAL:						1,671.11
DEPARTMENT: 13 PARKS AND RECREATION						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY	MUSSTORAGE SERVICES	12/2018	201811278842	98.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	125.00
19-0979	01-S0156	STREET SIDE LTD. CO., INC.	REINSTALL EXISTING LIGHTS	11/2018	1049	10,673.00
19-0990	01-S1002	STERLING & SONS ELECTRIC, LE	ELECTRICAL WORK ON PLUG	11/2018	3615	250.00
DEPARTMENT TOTAL:						11,146.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15 GENERAL GOVERNMENT						
19-0001	01-A0114	PHIL & HELEN SCHUMINSKY MUSSTORAGE SERVICES		12/2018	201811278842	133.00
19-0056	01-C0278	COX COMMUNICATIONS, INC.	TELEPHONE/INTERNET SERVIC	11/2018	201811278862	6,870.40
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	12/2018	025-242019	250.00
19-0013	01-K0053	KG HOLDINGS, LP	STAGE INCENTIVE PAY	12/2018	201811278853	4,833.33
19-0014	01-K0127	KG SC HOLDINGS, LLC	CASH SAVER-PAYBACK INCENT	12/2018	201811278848	5,000.00
19-0023	01-O0014	OK MUNICIPAL ASSURANCE GROU	GENERAL LIABILITY INSURAN	11/2018	201811278865	21,367.00
19-1064	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	11/2018	201811278869	77.55
19-1058	01-P1051	THE PITNEY BOWES BANK INC	BULK POSTAGE	11/2018	201811278866	3,947.00
19-0306	01-Q0003	QUICK PRINT OF OKLAHOMA CIT	PRINTING SERVICES	11/2018	739491	305.63
DEPARTMENT TOTAL:						42,783.91
DEPARTMENT: 16 TRANSFERS						
19-0016	01-L0045	LIMITED PURPOSE FUND	10% EXCESS OVER \$800,000	12/2018	201811278855	8,000.00
19-0017	01-M0210	MUSTANG IMPROVEMENT AUTHORI	SALES TAX TRANSFER	12/2018	201811278856	480,000.00
DEPARTMENT TOTAL:						488,000.00
DEPARTMENT: 18 TOWN CENTER						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	20.00
19-1053	01-S1002	STERLING & SONS ELECTRIC, L	REPAIR BREAKERS AND OUTLE	11/2018	3622a	320.00
19-0925	01-S1165	INTERLINE BRANDS, INC	CLEANING EQUIPMENT	11/2018	463766543	293.92
DEPARTMENT TOTAL:						633.92
DEPARTMENT: 19 BALL COMPLEX						
19-0635	01-B0061	BEACON ATHLETICS, LLC	SUPPLIES FOR SPORTS COMPL	11/2018	494683	229.00
19-0663	01-B0154	ICE MAKER SALES & SERVICE,	REPAIR ICE MACHINE	11/2018	1063208	361.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	50.00
19-0999	01-S1002	STERLING & SONS ELECTRIC, L	MOVING OUTLETS & LIGHTING	11/2018	3614	1,000.00
19-1010	01-W0098	RAWLING SPORTING GOODS CO.,	RESALE ITEMS	11/2018	85042249	167.51
DEPARTMENT TOTAL:						1,807.51

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 AQUATICS						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	30.00
DEPARTMENT TOTAL:						30.00
DEPARTMENT: 21 FINANCE						
19-0304	01-00197	OKLAHOMA MUNICIPAL COURT	CLCOURT CLERKS MEMBERSHIP	11/2018	201811288873	110.00
19-0631	01-00197	OKLAHOMA MUNICIPAL COURT	CLCOURT CLERK ASSOC. MEMBER	11/2018	201811288874	55.00
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	40.00
DEPARTMENT TOTAL:						205.00
DEPARTMENT: 31 COMMUNITY DEVELOPMENT						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	70.00
DEPARTMENT TOTAL:						70.00
DEPARTMENT: 41 POLICE						
19-0125	01-A0039	A.S.C. INC.	MISC. VEHICLE PARTS	11/2018	92128	98.68
19-0890	01-F4474	FIRETROL PROTECTION SYSTEMS	MISC. REPAIRS TO ALARM	11/2018	100560556	330.00
19-1031	01-F4474	FIRETROL PROTECTION SYSTEMS	MISC. REPAIRS	11/2018	100560556A	160.88
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	710.00
19-0157	01-T1029	THOMAS DAVIS	JAIL LAUNDRY SERVICE	11/2018	4591	390.00
DEPARTMENT TOTAL:						1,689.56
DEPARTMENT: 42 ANIMAL WELFARE						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	15.00
DEPARTMENT TOTAL:						15.00
DEPARTMENT: 44 POLICE DISPATCH						
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	60.00
DEPARTMENT TOTAL:						60.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 51 FIRE						
19-0222	01-A0110	ALL SEASON BUILDING SUPPLY	MISC. BUILDING REPAIR	11/2018	161919	26.01
19-1018	01-C1031	CUSTOM IDENTIFICATION	PRODUPAS TAGS FOR HELMETS	11/2018	330508	13.00
19-0219	01-C1118	GLOBAL BUSINESS, INC.	UNIFORM CLEANING	11/2018	D136750	18.25
19-1015	01-J1061	WILLIAM A. JUSTICE	ACLS, PALS CARDS	11/2018	134	100.00
19-0906	01-L0052	LOCKE SUPPLY CO	BUILDING LIGHTS	11/2018	35876152-00	202.05
19-0224	01-O0025	O'REILLY AUTOMOTIVE STORES,	MISC. VEHICLE REPAIR & M	11/2018	0309-298192	12.99
19-0029	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278850	850.00
19-1019	01-S0088	SPECIAL OPS UNIFORMS, INC	CHIEF CLASS A'S SHOES	11/2018	284035	104.98
19-0782	01-W0020	WALMART COMMUNITY BRC	CLEANING SUPPLIES	11/2018	201811278867	194.34
DEPARTMENT TOTAL:						1,521.62
FUND TOTAL:						557,995.97

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
19-1001	01-00106	OKLAHOMA STATE UNIVERSITY	VETERINARY SERVICES	11/2018	156451A	2,000.00
19-1012	01-00106	OKLAHOMA STATE UNIVERSITY	VETERINARY SERVICES	11/2018	156451	926.39
DEPARTMENT TOTAL:						2,926.39
FUND TOTAL:						2,926.39

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FUND: 11 - PARK & REC DONATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
19-0833	01-W0020	WALMART COMMUNITY BRC	CANDY/SUPPLIES FOR SPECIA	11/2018	201811278868	2,012.56
DEPARTMENT TOTAL:						2,012.56
FUND TOTAL:						2,012.56

FUND: 13 - POLICE TECHNOLOGY FEES

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE TECHNOLOGY						
19-0134	01-D0090	STATE OF OKLAHOMA	OLETS USER FEES	11/2018	21-1901371	350.00
DEPARTMENT TOTAL:						350.00
FUND TOTAL:						350.00

FUND: 15 - PERSONAL SERVICE - 10% EX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	12/2018	201811278852	15,000.00
DEPARTMENT TOTAL:						15,000.00
DEPARTMENT: 51 FIRE						
19-0009	01-G0030	GENERAL FUND	TRANSFER 10% P.S.	12/2018	201811278852	15,000.00
DEPARTMENT TOTAL:						15,000.00
FUND TOTAL:						30,000.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARK AND RECREATION						
19-0947	01-S0004	S&S WORLDWIDE, INC	FURNITURE AND EQUIPMENT E	11/2018	10531963	27.99
DEPARTMENT TOTAL:						27.99
DEPARTMENT: 72 WATER						
19-0217	01-C1197	CORE & MAIN LP	WATER METERS	11/2018	J754752	3,102.73
DEPARTMENT TOTAL:						3,102.73
FUND TOTAL:						3,130.72

November 2018 PAYROLL

FUND 01	GENERAL FUND	
501	CITY ATTORNEY	\$ 12,218.40
511	CITY MANAGER	\$ 43,077.78
512	LIBRARY	\$ 36,044.52
513	PARKS & RECREATION	\$ 89,010.00
518	TOWN CENTER	\$ 7,753.08
519	BALL COMPLEX	\$ 20,741.83
520	AQUATICS	\$ 4,993.66
521	FINANCE	\$ 52,237.97
531	COMMUNITY DEVELOPMENT	\$ 38,754.68
541	POLICE	\$ 230,320.11
542	ANIMAL CONTROL	\$ 7,988.73
543	OHSO GRANT	\$ 955.90
544	POLICE DISPATCH	\$ 37,460.33
551	FIRE	\$ 194,229.96
TOTAL		\$ 775,786.95

FUND 69	RISK MANAGEMENT	
69	WORKERS COMP	\$ -
TOTAL		\$ -

November 2018 VISA

<u>DEPT</u>		
511	CITY MANAGER	\$ 2,000.00
512	LIBRARY	\$ 8,000.00
513	PARKS & RECREATION	\$ 10,000.00
515	GENERAL GOVERNMENT	\$ 3,000.00
518	TOWN CENTER	\$ 3,000.00
521	FINANCE	\$ 600.00
531	COMM. DEV.	\$ 500.00
541	POLICE	\$ 5,500.00
551	FIRE	\$ 5,000.00
TOTAL		\$ 37,600.00

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

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-4
2. **DATE:** DECEMBER 4, 2018
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 \$2,656.59 excluding collection agency fees.
7. **STAFF SOURCE:** Janet Watts, Finance Director
8. **FINANCIAL IMPACT:** Bad debt write-off of \$2,656.59
9. **STAFF COMMENTS:** Recommends turning accounts over to collections.
10. **CITY ATTORNEY'S COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

JANA FERRELL - COLLECTIONS

12/04/2018

ACCOUNT NUMBER	NAME	SERVICE ADDRESS	MAILING ADDRESS	BALANCE	AGENCY FEE	TOTAL FEE
10-0022-09	BARMORE, ERNEST	433 W LINDEN DR MUSTANG, OK 73064	1514 FORREST REIDGE WAY YUKON, OK 73099	\$ 359.43		
START DATE:						
FINAL DATE:						
09-0262-08	BLACKFORD, HAYDEN	813 W PERRY DR MUSTANG, OK 73064	813 W PERRY DR MUSTANG, OK 73064	\$ 346.43		
START DATE:						
FINAL DATE:						
06-0247-02	BLANCO, GUADALUPE	910 N KIRK WAY MUSTANG, OK 73064	10201 S CEMETERY RD MUSTANG, OK 73064	\$ 60.86		
START DATE:						
FINAL DATE:						
09-0231-07	DAVIDSON, SHELLEY	834 W FORSTER DR MUSTANG, OK 73064	339 E HILLCREST LN MUSTANG, OK 73064	\$ 167.22		
START DATE:						
FINAL DATE:						
06-0227-08	DE LOERA, ALFREDO	714 N LUDY WAY MUSTANG, OK 73064	714 N LUDY WAY MUSTANG, OK 73064	\$ 135.68		
START DATE:						
FINAL DATE:						
05-0210-17	DOBOSZ, MAREK	1186 W WESTCHESTER WAY MUSTANG, OK 73064	11316 RANDWICK DR OKC, OK 73162	\$ 70.74		
START DATE:						
FINAL DATE:						
04-0067-07	FORSYTH, STEPHANIE & TYLER	1311 W WHIPPOORWILL WAY MUSTANG, OK 73064	944 W JOHNATHAN WAY MUSTANG, OK 73064	\$ 129.95		
START DATE:						
FINAL DATE:						
17-0035-04	FRESCAS, EMILY & RUDY	323 E GREENWOOD LN MUSTANG, OK 73064	11124 SW 42ND PL MUSTANG, OK 73064	\$ 21.40		
START DATE:						
FINAL DATE:						
10-0052-14	GRATTS, TYSHON	535 S WOODLAND DR MUSTANG, OK 73064	535 S WOODLAND DR MUSTANG, OK 73064	\$ 135.55		
START DATE:						
FINAL DATE:						
06-0407-11	TOS, RACHELLE	905 W PRAIRIE WIND WAY MUSTANG, OK 73064	905 W PRAIRIE WIND WAY MUSTANG, OK 73064	\$ 195.07		
START DATE:						
FINAL DATE:						
07-0130-07	JOYNER, TORI	308 S SILVER DR MUSTANG, OK 73064	308 S SILVER DR MUSTANG, OK 73064	\$ 183.53		
START DATE:						
FINAL DATE:						
06-0196-07	REDDOUT, STEPHANIE & RUSSELL	733 N LUDY WAY MUSTANG, OK 73064	2813 SW 5TH OKC, OK 73119	\$ 283.31		
START DATE:						
FINAL DATE:						
26-0013-01	SEVIER, JOHN	1921 W AUTUMN WAY MUSTANG, OK 73064	1921 W AUTUMN WAY MUSTANG, OK 73064	\$ 266.36		
START DATE:						
FINAL DATE:						
08-0022-10	STRANGE, JEFF	518 W LINDEN DR MUSTANG, OK 73064	3501 MARSTON CIR OKC, OK 73120	\$ 91.97		
START DATE:						
FINAL DATE:						
17-0080-10	STUMP, BRYCE & KALISSA	312 E LINDEN LN MUSTANG, OK 73064	312 E LINDEN LN MUSTANG, OK 73064	\$ 134.09		
START DATE:						
FINAL DATE:						
23-0336-00	THOMAS HALL HOMES LLC	546 W PINE ROSE COURT WAY MUSTANG, OK 73064	PO BOX 1156 MUSTANG, OK 73064	\$ 75.00		
START DATE:						
FINAL DATE:						

ACCOUNTS: 16

TOTALS: \$ 2,656.59 \$ 929.81 \$ 3,586.40

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. **ITEM NO.** F-5
2. **MEETING DATE:** DECEMBER 4, 2018
3. **TITLE:** Approval to turn past due library accounts over to collection agency.
4. **COUNCIL ACTION:** Approve/Deny
5. **INITIATOR:** Janet Watts, Finance Director
6. **BACKGROUND:**
The attached library accounts are past due and need to be sent to collections.
The total balance is \$1,220.27 excluding collection agency fees.
7. **FINANCIAL IMPACT:**
Inventory loss of \$1,220.27
8. **STAFF COMMENTS:** Recommend Approval
9. **STAFF SOURCE:** Julie Slupe, Library Director
10. **CITY ATTORNEY COMMENTS:**
11. **RESOLUTION/ORDINANCE NO.** N/A

Council Copy
Accounts Sent to Collections
for November, 2018

	A	B	C	D	E
1	Acct #	NAME/RESPONSIBLE PARTY	CITY, STATE, ZIP	BOOK BALANCE	
2	0074901	Jason Paul Savacool	Mustang, OK 73064	\$110.96	
3	0052903	Tranh Loan Thi Nguyen	Yukon, OK 73099	\$51.95	
4	0050414	Candice M. Morgan	Mustang, OK 73064	\$184.30	
5	0074839	Robert G. Miller	Yukon, OK 73099	\$87.90	
6	0074723	Cheyenne Dawn Mathes	Mustang, OK 73064	\$67.93	
7	0068885	Alejandra Mason	Oklahoma City, OK 73179	\$64.72	
8	0066867	Alyssa Marie Mason	Tuttle, OK 73089	\$121.87	
9	0074254	Amanda Rae Brown	Yukon, OK 73099	\$74.57	
10	0074634	Kevin D. Carillo	Yukon, OK 73099	\$200.26	
11	0073988	Marie Ann Bird	Mustang, OK 73064	\$84.95	
12	0074925	Kimberly R. Clark	Yukon, OK 73099	\$25.98	
13	0073380	Kimberly R. Clark	Yukon, OK 73099	\$44.97	
14	0070585	Laine M. Rodriguez	Yukon, OK 73099	\$94.92	
15	0070584	Laine M. Rodriguez	Yukon, OK 73099	\$4.99	
16					
17					
18					
19			TOTAL FOR INDIVIDUALS	\$1,220.27	
20					
21			TOTAL FOR INTERLIBRARY LOAN ACCOUNTS SENT TO COLLECTIONS	0.00	
22					
23			OVERALL TOTAL	1,220.27	
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. *F-6p*

2. MEETING DATE: December 4, 2018

3. TITLE: Discussion, Consideration and Possible Action to Approve/Accept
Oklahoma Humanities - Let's Talk About It, Oklahoma Book Discussion Grant.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Julie Slupe, Library Director

6. BACKGROUND:

The Library received transmittal documents of acceptance from the Oklahoma Humanities awarding grant in the amount of \$1,425.

The grant will be used to pay scholars and purchase supplies.

7. FINANCIAL IMPACT: \$1,425.

8. STAFF COMMENTS: Staff recommends acceptance/approval

9. STAFF SOURCE: Julie Slupe, Library Director

10. ORDINANCE / RESOLUTION NO.



OKLAHOMA HUMANITIES

BOARD OF TRUSTEES

Ken Fergeson, Chair
Altus

Dr. Scott LaMascus, Vice Chair/Secretary
Oklahoma Christian University

Dr. Susan McCarthy, Treasurer
Oklahoma City

Dr. Benjamin Alpers
University of Oklahoma

J. Edward Barth
Oklahoma City

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Philip Busey, Jr.
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Dr. Dewayne Dickens
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Cynthia Friedemann
Oklahoma City

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Nichols Hills

Erick W. Harris
The Village

Edna Mae Holden
Kremlin

David B. Hooten
Nichols Hills

Dr. Dian Jordan
Broken Bow

Dr. Thomas A. Kirk
University of Central Oklahoma

Dr. Sunu Kodumthara
*Southwestern Oklahoma
State University*

Sarah Milligan
Oklahoma State University

Mary Blankenship Pointer
Oklahoma City

Kimber Shoop III
Oklahoma City

Dr. Andrew Vassar
Northeastern State University

Valorie Walters
Ada

November 1, 2018

Tim Rooney
1501 N Mustang Rd
Mustang, OK 73064

Dear Mr. Rooney:

Congratulations! Oklahoma Humanities (OH) is pleased to assist Mustang Public Library for a *Let's Talk About It, Oklahoma* series entitled *Oklahoma Private Investigations* (Project No. Y19.011) in the amount of up to \$1,000.00, based on actual costs incurred at the conclusion of the project, and a commitment of cost-share in the amount of \$1,425.00.

Important instructions for filing reports, as well as other information concerning your grant, were sent as e-mail attachments to the project director. Please open and read these immediately. The following forms are included in the attachments.

- **Grantee Reporting Instructions.** These instructions outline how to use the same system you used to apply for your OH grant to return your signed grant agreement and file your final report.
- **Electronic Agreement.** This agreement commits the sponsor and OH to the terms of the grant award. Please read this document carefully and contact us if you have any questions or concerns. Have the Agreement signed by the authorizing official, project director, and fiscal agent. Retain one copy for your files and return an electronic copy to OH via the online system you used to apply for the grant.
- **Grantee Award Packet.** This packet includes information about publicizing the program, a cost-share evaluation form, a sample press release, an OH magazine sign-up sheet, and a sample evaluation form.
- **Final Financial Report.** This document will be submitted with your final report through the online system. The report will document costs incurred during the program.

Please note that it is the responsibility of the project directors to look through the final report form online before the start of the program and determine how he or she will collect the evaluation information about the audience. Project directors are free to use focus groups, exit interviews, or an evaluation form to obtain this information.

Publicity Requirements

Publicity information, including the OH logo, sample press releases, and other information can be located on the Media page of OH's website.

It is a requirement of this grant that OH's name and logo be used on all printed, audiovisual, and/or broadcast promotional materials, and that OH funding support for the program must be acknowledged. This acknowledgment must also be announced in broadcast promotions and in the introduction to each program presented by the project. For *Let's Talk About It, Oklahoma*, the standard wording is:

"Books, services, and other materials for this series are provided by *Let's Talk About It, Oklahoma*, a project of Oklahoma Humanities. Funding for this series was provided by grants from the Inasmuch Foundation and Kirkpatrick Family Fund. Any views, findings, conclusions, or recommendations expressed in these programs do not necessarily represent those of Oklahoma Humanities."

Failure to comply with these requirements may result in loss of funds for the project. You will receive a packet in the mail that includes an OH logo poster and magazine.

Advance Payment of OH Funds

OH will pay the grantee on an advance basis upon written request provided the grantee's financial management systems meet the standards for fund control and accountability specified in Article F.1. of the Agreement.

Requests for payment are processed on the 15th and the 30th of each month, and you may expect to receive payment within five working days. Grant award checks are mailed to the project Fiscal Agent (the individual who signed as Fiscal Agent on the original application for the grant. This person must also sign on the Agreement document for this grant).

Notifying Elected Officials

OH funding consists of federal funds made available by the National Endowment for the Humanities (a federal agency). **Thus, it is essential to inform both your U.S. Senators and Congressmen about this award. This may be done through a letter, email, phone call, or personal visit. Please make sure to identify your project, the amount, and the source of the grant.**

Keeping OH Informed

It is the project director's responsibility to keep us informed of the exact times and places of scheduled programs or other presentations (we publicize your programs in our publications, and are sometimes asked to provide schedule information). Also, please note that any changes of times, dates, location, or project personnel must be approved by the OH.

If you would like the OH Board of Trustees and Executive Director to attend one of your events, please e-mail an electronic invitation to OH. This invitation will be forwarded to the Board. Please remember to acknowledge any OH representatives that are in attendance.

The OH board and staff appreciate your participation in the *Let's Talk About It, Oklahoma* program and this project. If you have questions regarding this letter, the OH Guidelines, or the Agreement, or if we can in any way be of assistance, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Ann Thompson". The signature is written in black ink and is positioned above the printed name and title.

Ann Thompson
Executive Director

cc: Julie Slupe, Project Director
JoAnn Hickman, Fiscal Agent



OKLAHOMA
HUMANITIES

AGREEMENT
LET'S TALK ABOUT IT, OKLAHOMA

THIS AGREEMENT STIPULATES CONDITIONS APPLYING TO THE FOLLOWING GRANT MADE BY OKLAHOMA HUMANITIES:

PROJECT No: Y19.011

GRANTEE: Mustang Public Library

TITLE OF PROJECT: Oklahoma Private Investigations

OUTRIGHT GRANT FUNDS AWARDED: \$1,000.00

LOCAL COST-SHARE: \$1,425.00

PERIOD OF GRANT: 11/01/2018 - 05/31/2019

LETTER OFFERING GRANT DATED: 11/01/2018

DATE OF THIS AGREEMENT: 11/01/2018

A. AUTHORIZATION OF GRANT

The Oklahoma Humanities (OH) is authorized by the National Endowment of the Humanities (NEH) to make grants to private nonprofit organizations; institutions of higher education; state, local, and federally recognized Indian tribal governments; institutions of the federal government; and groups of persons that form an association to carry out a project. These organizations and groups must be constituted for nonprofit purposes and it is not necessary that such organizations or groups be incorporated or have tax-exempt status. By accepting this grant, the recipient warrants itself to be qualified under the above definition. It is the responsibility of the grantee to promptly notify OH of any change from this status.

B. DEFINITION AND SCOPE OF PROJECT

Acceptance of this award creates a legal duty on the part of the grantee to use the funds exclusively for the purpose of carrying out the humanities project as described in the grantee's application with any modifications or conditions stated by the OH in its letter offering the grant award. The grantee agrees to comply fully with the terms and provisions of this agreement and the grant award letter.

C. RELATIONSHIP OF GRANTEE TO OH

The grantee is not an agent of the OH, but is an independent contractor. The grantee shall have no authority to bind the OH to any agreement. The grantee shall indemnify and hold OH harmless from any and all claims by third persons arising from the acts or omissions of the grantee. The grantee may not, without prior approval, represent any grant activity as being carried out by or for the OH, the NEH, or the federal government.

D. LIMITATIONS ON THE USE OF GRANT FUNDS

1. Grant funds must be obligated during the grant period. Payment of all outstanding commitments made by Grantee shall be made no later than ninety (90) days following the termination date of the grant.

2. Grantee must submit proposed grant revisions specified below in writing **before they are incurred**, for approval by OH:

Program Changes:

- a) Changes in the scope or the objectives of the project, the project director, or the duration of the project; prior approval is required before the grantee may subcontract or transfer substantive project work.

Budget Changes:

- a) Changes that involve the addition or deletion of substantial budget items, the inclusion of costs that were specifically disallowed by the terms of the grant award, the transfer of funds allotted for training purposes (for example, participant stipends and fellowship awards), and the transfer of funds that were budgeted for direct costs to absorb increases in indirect cost type items.
 - b) The transfer of funds among direct costs categories when the effect is to change the scope or objectives of the project.
3. The Grantee shall refund to the OH all sums paid under the grant which are found not allowable under terms of the Cost Principles (section E), and all funds received from the OH which remain uncommitted at the completion of the grant.

E. COST PRINCIPLES

1. No funds from this grant will be used to pay the costs of entertainment, amusement or social activities.
2. Necessary travel expenses will be allowed at the current IRS allowable rate.

F. GRANT ACCOUNTING AND REPORTS

1. The grantee must maintain records that adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to obligations, unobligated balances, assets, liabilities, expenditures and income. For sponsoring organizations that do not have a double-entry accounting system in place, the OH will provide upon request a check-log form with instructions, which when utilized by the grantee will satisfy this requirement.
2. The grantee shall retain financial records and documentation of disbursements and matching funds, including organizational resources, cash, and cost-share services, for three (3) years following the submission of the final financial report for a grant and will furnish the OH, upon request, with reasonable proof of the value of cost-share contributions. A sample form to facilitate documentation of cost-share contributions is included in the LTAIO grantee packet.
3. During the period of the grant and for three (3) years thereafter, the grantee shall provide access to the OH or its designated representatives to its books, records and accounts relating to the grant.
4. Grantees shall have ninety (90) days from the completion date of the grant period to submit the above mentioned Final Financial and Evaluation reports.

G. ACKNOWLEDGMENT OF GRANT SUPPORT

1. The Grantee shall include and agrees to include the following statement in all publicity and printed materials:

"BOOKS, SERVICES, AND OTHER MATERIALS FOR THIS SERIES ARE PROVIDED BY *LET'S TALK ABOUT IT, OKLAHOMA*, A PROJECT OF OKLAHOMA HUMANITIES. FUNDING FOR THIS SERIES WAS PROVIDED BY GRANTS FROM THE INASMUCH FOUNDATION AND KIRKPATRICK FAMILY FUND. ANY VIEWS, FINDINGS, CONCLUSIONS, OR RECOMMENDATIONS EXPRESSED IN THESE PROGRAMS DO NOT NECESSARILY REPRESENT THOSE OF OKLAHOMA HUMANITIES."

2. The Grantee shall inform all participants paid with grant funds that their fees/honoraria are made possible by a grant from the OH and the NEH, and that the NEH is an independent agency under the Executive Branch of the Federal Government.
3. The grantee agrees to include in each program the acknowledgment that this is a humanities program provided by OH with funding from the NEH.

H. PUBLICATIONS

The grantee may publish, without charge to grant funds, the results of grant activity provided that such publications (written, visual, or audio) contain the acknowledgments of OH grant funds.

I. COPYRIGHT

Grantee does hereby assign and convey to the OH and the NEH or their assigns, the right to unlimited use and reproduction of all materials of every nature, including copyrighted matter, which shall or may be produced by reason of the project funded by the OH grant award.

J. CIVIL RIGHTS

The grantee agrees that no person shall be denied full participation in any aspect of this project on the grounds of race, color, sex, age, national origin, creed, political affiliation or opinion, sexual orientation, veteran's status, or disabilities.

K. TERMINATION OF GRANTS

1. If, in OH's judgment, the grantee is not in full compliance with the terms and conditions of this grant, it may at its discretion, after consultation with the grantee, terminate on 30 days written notice, the grant, in whole or in part.
2. Such termination may affect any commitment which, in the judgment of OH, had been obligated prior to the effective date of termination. The grantee agrees to furnish OH within 60 days of the date of termination an itemized accounting of funds expended, obligated and remaining under the grant. The grantee also agrees to remit within 30 days of the receipt of a written request any amount found due.
3. A grantee which has received a notice of termination may request from OH a review of the termination action. The request must be postmarked no later than thirty (30) days after the date of the termination notice and should be addressed to the executive director, Oklahoma Humanities, 424 Colcord Drive, Suite E, Oklahoma City, OK 73102. The request must contain a full statement of the grantee's position and the pertinent facts and reasons that support such a position. The executive director will promptly acknowledge the request for review and will notify OH's executive committee to review and resolve the issue. Pending such resolution, the notice of termination will remain in effect.

4. The OH staff will not participate in the decision of the executive committee. The executive committee will have full access to all relevant OH and program materials and may request additional information from the grantee and from OH staff. The executive committee may meet with representatives of both groups to discuss the pertinent issues. All review activities will be documented by the executive committee. Based on its review, the executive committee will advise the parties concerned of its decision.

L. EVALUATION

The grantee must render to OH upon request reports in such form and containing such information as the OH shall direct. Included will be an evaluation of the project on a form to the provided by OH.

M. AUTHORIZED SIGNATURES

The grantee stipulates that the signatures below include those of officials authorized to commit grantee to the terms of this agreement, and that the officials have read and agreed to the terms of this agreement, the OH Guidelines, and the grant award letter.

OKLAHOMA HUMANITIES

By: Ann Thompson Date: 11/01/2018
Ann Thompson, Executive Director

Mustang Public Library, *Grantee*

By: _____ Date: _____
Tim Rooney, Authorizing Official

By: _____ Date: _____
Julie Slupe, Project Director

By: _____ Date: _____
JoAnn Hickman, Fiscal Agent

CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. F-7

2. MEETING DATE: December 4, 2018

3. TITLE:

Discussion, Consideration and Possible Action to Approve Resolution No. 19-022 for a Budget Supplemental in the Library Fund for the Fiscal Year 2018-2019.

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

The Library Department has been awarded \$1,000 from the Oklahoma Humanities for fiscal year 2019. The funds will be used for scholarships, advertising, and supplies.

A supplemental appropriation to increase the Library Fund in the amount of \$1,000 to be appropriated in fiscal year 2019.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Julie Slupe, Library Director

10. ORDINANCE /RESOLUTION NO. 19-022

RESOLUTION NO. 19-022

A RESOLUTION TO MAKE CHANGES IN THE LIBRARY FUND BUDGET BY MAKING A SUPPLEMENTAL APPROPRIATION TO INCREASE THE 2018-2019 FISCAL YEAR BUDGET BY \$1,000.

WHEREAS, The Library Department has been awarded \$1,000 from the Oklahoma Humanities for fiscal year 2019. The funds will be used for scholarships, advertising, and supplies;

WHEREAS, the Council desires to appropriate funds;

NOW THEREFORE, BE IT RESOLVED, by the Council that the following supplemental appropriation be made:

SUPPLEMENTAL APPROPRIATION

Revenues:	
Grant (07-45111)	\$1,000
Expenditures:	
Grant - Miscellaneous (07-507-5611)	<u>\$1,000</u>
Total	<u>\$1,000</u>

This is to certify that the above and foregoing Resolution was dully **ADOPTED** and **APPROVED** by the Mayor and City Council this **4th** day of **December 2018**.

Mayor

ATTEST:

City Clerk

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. F-8

2. MEETING DATE: December 4, 2018

3. TITLE: Approval of Schedule of Meetings for City Council, Boards and Commissions, and Holidays for the City of Mustang/MIA for the Year 2019

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Lisa Martin, City Clerk

6. BACKGROUND:

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

7. FINANCIAL IMPACT: None.

8. STAFF COMMENTS: Recommend Approval

9. STAFF SOURCE: Lisa Martin, City Clerk

10. RESOLUTION /
ORDINANCE NO.

**2019 SCHEDULE OF MEETINGS
MUSTANG CITY COUNCIL AND MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA
1ST TUESDAY OF EACH MONTH @ 7:00 p.m.**

DATE

Wednesday, 01/02/19

Tuesday, 02/05/19

Tuesday, 03/05/19

Tuesday, 04/02/19

Tuesday, 05/07/19

Tuesday, 06/04/19

Tuesday, 07/02/19

Tuesday, 08/06/19

Tuesday, 09/03/19

Tuesday, 10/01/19

Tuesday, 11/05/19

Tuesday, 12/03/19

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

***Approved by City Council and Filed in the Office of the
City Clerk on Tuesday, Dec. 4, 2018***

Lisa Martin, City Clerk

**PLANNING COMMISSION
2019 SCHEDULE OF MEETINGS
2ND TUESDAY OF EACH MONTH**

DAY OF WEEK	MONTH	DATE	TIME
Tuesday	January	8	7 P. M.
Tuesday	February	12	7 P. M.
Tuesday	March	12	7 P. M.
Tuesday	April	9	7 P. M.
Tuesday	May	14	7 P. M.
Tuesday	June	11	7 P. M.
Tuesday	July	9	7 P. M.
Tuesday	August	13	7 P. M.
Tuesday	September	10	7 P. M.
Tuesday	October	8	7 P. M.
Tuesday	November	12	7 P. M.
Tuesday	December	10	7 P. M.

**MUSTANG BOARD OF ADJUSTMENT
2019 SCHEDULE OF MEETINGS
2ND AND 4TH TUESDAY OF EACH MONTH
AS NEEDED**

DAY OF WEEK	MONTH	DATE	DATE	TIME
Tuesday	January	8	22	6 P. M.
Tuesday	February	12	26	6 P. M.
Tuesday	March	12	26	6 P. M.
Tuesday	April	9	23	6 P. M.
Tuesday	May	14	28	6 P. M.
Tuesday	June	11	25	6 P. M.
Tuesday	July	9	23	6 P. M.
Tuesday	August	13	27	6 P. M.
Tuesday	September	10	24	6 P. M.
Tuesday	October	8	22	6 P. M.
Tuesday	November	12	26	6 P. M.
Tuesday	December	10	23	6 P. M.

MUSTANG TRAFFIC COMMISSION 2019 MEETING SCHEDULE

(SECOND WEDNESDAY EVERY MONTH 10:00 A.M.)

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

**Mustang Public Library Board
Meeting Date for 2019**

The Mustang Public Library Board meets the 4th Thursday of each month
at 5:15 p.m., except as noted by an *

January 24, 2019
February 28, 2019
March 28, 2019
April 18, 2019*
May 23, 2019
June 27, 2019
July 25, 2019
August 22, 2019
September 26, 2019
October 24, 2019
November 21, 2019*
No meeting in December 2019*

Leisure Board Meetings 2019

Leisure Services Board meetings are held the fourth Monday of each month (excluding holidays), 7pm at Mustang Town Center.

January 28
February 25
March 25
April 22
May 28 (moved to Tuesday due to holiday)
June 24
July 22
August 26
September 23
October 28
November 25
December 23

CITY OF MUSTANG
PERSONNEL BOARD
MEETING SCHEDULE FOR 2019

<u>Day</u>	<u>Date</u>	<u>Time</u>
Monday	March 4th	7:00pm
Monday	June 3 rd	7:00pm
Monday	August 26 th	7:00pm
Monday	December 2 nd	7:00pm

CITY OF MUSTANG

2019 HOLIDAY SCHEDULE

For non-uniformed personnel.

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
TUESDAY	January 1 st	NEW YEAR'S DAY
MONDAY	January 21 st	MARTIN LUTHER KING JR DAY
MONDAY	February 18 th	PRESIDENT'S DAY
MONDAY	May 27 th	MEMORIAL DAY
THURSDAY	July 4 th	INDEPENDENCE DAY
MONDAY	September 2 nd	LABOR DAY
MONDAY	November 11 th	VETERANS DAY
THURSDAY	November 28 th	THANKSGIVING
FRIDAY	November 29 th	DAY AFTER THANKSGIVING
TUESDAY	December 24 th	CHRISTMAS EVE
WEDNESDAY	December 25 th	CHRISTMAS DAY

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

CITY OF MUSTANG

2019 HOLIDAY SCHEDULE

For Fire Department (union) Personnel

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
TUESDAY	January 1 st	NEW YEAR'S DAY
MONDAY	January 21 st	MARTIN LUTHER KING JR DAY
THURSDAY	November 28 th	THANKSGIVING
FRIDAY	November 29 th	DAY AFTER THANKSGIVING
TUESDAY	December 24 th	CHRISTMAS EVE
WEDNESDAY	December 25 th	CHRISTMAS DAY

Holiday Pay or Holiday Worked Pay will be paid in accordance with the IAFF contract on the above holidays.

CITY OF MUSTANG

2019 HOLIDAY SCHEDULE

For Police Department Personnel (except office personnel)

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
TUESDAY	January 1 st	NEW YEAR'S DAY
MONDAY	January 21 st	MARTIN LUTHER KING JR DAY
MONDAY	February 18 th	PRESIDENT'S DAY
MONDAY	May 27 th	MEMORIAL DAY
THURSDAY	July 4 th	INDEPENDENCE DAY
MONDAY	September 2 nd	LABOR DAY
MONDAY	November 11 th	VETERANS DAY
THURSDAY	November 28 th	THANKSGIVING
FRIDAY	November 29 th	DAY AFTER THANKSGIVING
TUESDAY	December 24 th	CHRISTMAS EVE
WEDNESDAY	December 25 th	CHRISTMAS DAY

Uniformed Police personnel (union) will be paid in accordance with the current FOP contract for the above holidays.

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. 6-2a

2. MEETING DATE: December 4, 2018

3. TITLE: Proclamation in Support of Decennial Census 2020 and Complete Count Committee

4. COUNCIL ACTION: Approve/Deny Proclamation

5. INITIATOR: Community Development Department

6. PROJECT DESCRIPTION:

Staff was contacted by Patricia Woodward of the U.S. Census Bureau to encourage the City of Mustang to participate in and support the efforts for the 2020 Decennial Census.

Ms. Woodward encouraged the City to approve a proclamation of support for the Census and to form a Complete Count Committee to make citizens aware of the importance of participation in the Census count.

Suggested members for the Committee include governmental representatives, school district officials, media, religious leaders and business and chamber members. The Census provides the committee with materials and guidance to support the effort.

Staff will proceed with the formation of the committee when the proclamation is accepted.

7. FINANCIAL IMPACT: None

8. STAFF COMMENTS: Staff recommends approval and acceptance of the proclamation.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____

The City of Mustang

Proclamation

WHEREAS, the next Decennial Census will be taken in the year 2020 and political representation of the United States House of Representatives, state legislatures, and local governments is determined by the Census; and

WHEREAS, the Census is also the basis for the distribution of many forms of inter-governmental financial assistance; and

WHEREAS, the City of Mustang and Mustang City Council recognize the importance and value of counting each and every resident in the 2020 Census; and

WHEREAS, the City of Mustang has agreed to enter a partnership with the U.S. Bureau of the Census; and

WHEREAS, the City's primary role in the partnership will be to formulate a Complete Count Committee which should include, but is not limited to, the following representation: Government, Education, Media, Religious, Business and Chamber of Commerce; and

WHEREAS, the overall goal of the Committee is to make citizens aware of the meaning and extreme importance of the Census.

NOW, THEREFORE, I, Jess Schweinberg, Mayor of the City of Mustang, do hereby proclaim full support of and participation in:

CENSUS 2020 through the formation of a Complete Count Committee

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mustang to be affixed this 4th day of December, 2018.

Jess Schweinberg, Mayor

ATTEST:

Lisa Martin, City Clerk

CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. ITEM NO. 6-2b

2. MEETING DATE: DECEMBER 4, 2018

3. TITLE: APPOINTMENT OF TWO MEMBERS TO THE MUSTANG PLANNING COMMISSION

4. COUNCIL ACTION: Appoint Two New Members to the Mustang Planning Commission

5. INITIATOR: Melissa Helsel, Community Development Director

COMMENTS & FACTS: There are two open seats on the Mustang Planning Commission.

Staff has received two applications for the seats, one from former Planning Commissioner Jay Adams, and one from James Waugh.

Mr. Adams, former mayor, councilman and planning commissioner has applied to return to the Planning Commission. His experience, expertise in planning and knowledge of the city will be a tremendous benefit to the board.

Mr. Waugh is active in the community and lives and works in Ward 4.

Please see the attached Talent Bank Applications.

7. FINANCIAL IMPACT: none

8. STAFF COMMENTS: Staff recommends the appointment of Jay Adams and James Waugh to the Mustang Planning Commission.

9. STAFF SOURCE: Melissa Helsel, Community Development Director

10. CITY ATTORNEY'S COMMENTS:

11. RESOLUTION/ORDINANCE NO. _____



Submission #47921

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Submission information

Form: **Talent Bank Application**

Submitted by Visitor (not verified)

Tuesday, November 20, 2018 - 9:21am

172.16.64.19

Contact Information

First Name

James

Last Name

Waugh

Street Address

556 S. Pleasant View Dr

Mailing Address (if different)**Email Address**

jameslwaugh@gmail.com

Phone Number

615-310-5717

Current Employer

Lakehoma Church of Christ

Current Occupation

Minister

Check the Boards or Committees you are interested in serving. Check more than one if you wish

Planning Commission

Please describe why you are interested in serving on this board or committee. In what way do you feel you will benefit the public by serving?

I have a strong interest in the growth of the ward I now live and work in.

Conflict of Interest

Note: All boards, committees, and commissions are subject to disclosure of conflicts of interest. The City Clerk's Office can supply you with complete information on the above requirements and the duties of the boards, committees, and commissions. Once submitted, all information included in this application is available to the public under the Oklahoma Open Records Act, 51 O.S. 24.A.1, including the applicant's name, address, phone number, and place of employment.

Acknowledgment

BY CHECKING THIS BOX, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

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Submission #47941

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Submission information

Form: [Talent Bank Application](#)

Submitted by Visitor (not verified)

Tuesday, November 20, 2018 - 6:15pm

172.16.64.18

Contact Information

First Name

Jay

Last Name

Adams

Street Address

1946 E Sherwood Terrace

Mailing Address (if different)**Email Address**

JADAMS1226@LIVE.COM

Phone Number

4057608825

Current Employer

EST Engineering

Current Occupation

Marketing and Proposal Manager

Check the Boards or Committees you are interested in serving. Check more than one if you wish

Planning Commission

Please describe why you are interested in serving on this board or committee. In what way do you feel you will benefit the public by serving?

I am very familiar with the zoning ordinances for the City of Mustang. My previous employment was Planning Director for ODOT.

Conflict of Interest

Note: All boards, committees, and commissions are subject to disclosure of conflicts of interest. The City Clerk's Office can supply you with complete information on the above requirements and the duties of the boards, committees, and commissions. Once submitted, all information included in this application is available to the public under the Oklahoma Open Records Act, 51 O.S. 24.A.1, including the applicant's name, address, phone number, and place of employment.

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CITY OF MUSTANG
AGENDA ITEM COMMENTARY

1. ITEM NO. H-1

2. MEETING DATE: December 4, 2018

3. TITLE: Discussion, Consideration and Possible Action to Accept the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for fiscal year ending June 30, 2018.

4. COUNCIL ACTION: Accept/Deny

5. INITIATOR: Janet Watts, Finance Director

6. BACKGROUND:

Elfrink and Associates, PLLC recently concluded the fiscal year audit ending June 30, 2018 for the City of Mustang.

The annual audit report will be presented by Anne Marie Elfrink, MS, CPA.

7. FINANCIAL IMPACT:

8. STAFF COMMENTS:

9. STAFF SOURCE: Janet Watts, Finance Director

10. ORDINANCE /RESOLUTION NO. NA

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-2
2. MEETING DATE: December 4, 2018
3. TITLE: Approve Reappointment of Municipal Judge Steve Huddleston and Alternate Judge Chris Box
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: The term of the Municipal Judge for the City of Mustang runs for a two year period resulting in the need for renewal on the odd numbered years. Steve Huddleston and Chris Box have expressed a desire to continue as Judge and Alternate Judge should the Council choose to reappoint them.

According to Chapter 26, Section 26-62 of the Municipal Code, the Judge and the Alternate Judge shall be appointed by the Mayor with the consent of the City Council.
7. STAFF COMMENTS: None
8. STAFF SOURCE: Timothy Rooney, City Manager
9. RESOLUTION / ORDINANCE: None.

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-3
2. MEETING DATE: December 4, 2018
3. TITLE: Nomination of Timothy Rooney to OML Board of Directors
4. COUNCIL ACTION: Resolution in Support of Nomination
5. INITIATOR: Timothy Rooney, City Manager
6. BACKGROUND: The District 8 seat on the Oklahoma Municipal League Board of Directors has recently become vacant. The seat was previously held by the former City Manager of Bethany.

Staff was approached by members of OML to consider filling the vacancy. In order to do so, staff was required to submit a letter of interest in doing so which is attached for your information and review. Additionally, a resolution supporting the nomination must also be adopted by the City of Mustang.
7. FINANCIAL IMPACT: None
8. STAFF COMMENTS: None
9. STAFF SOURCE: Timothy Rooney, City Manager
10. RESOLUTION / ORDINANCE: Resolution No. 19-024
11. ATTACHMENTS: None

City of Mustang

Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

November 13, 2018

Mr. Mike Fina, Executive Director
Oklahoma Municipal League
201 NE 23rd Street
Oklahoma City, OK 73105

RE: Letter of Interest – District 8 Vacancy

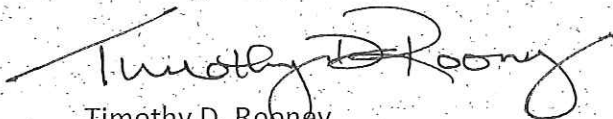
Dear Mr. Fina,

I wanted to take this opportunity to submit a Letter of Interest in serving on the Oklahoma Municipal League Board of Directors, filling the vacancy created by the resignation of Ms. Janet Smith.

I have served as a member of the OML Legislative Committee the last 4 years and have been involved in municipal government in Oklahoma for over 22 years – 17 in Owasso and the last 5+ years in Mustang. I have served two terms as the President of the City Managers Association of Oklahoma, the most recent of which concluded in July. I currently serve as President of the Oklahoma Municipal Management Services – a group recently created through the cooperation of OML, OMAG, and CMAO.

I am encouraged by the improved relationship between City Managers and OML. Much of that improvement can be attributed to you, your staff, and the OML Board of Directors. I believe I can be helpful in that effort as well, ensuring that the current path of success continues. I am happy to answer any questions you may have regarding my interest in serving on the Board, and look forward to hearing from you.

Sincerely,



Timothy D. Rooney
City Manager

A City with a Vision

RESOLUTION NO. 19-024

A RESOLUTION OF THE CITY OF MUSTANG, OKLAHOMA, SUPPORTING THE NOMINATION OF TIMOTHY ROONEY TO THE DISTRICT 8 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF MUSTANG AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City of Mustang recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Mustang through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Mustang is within District 8 and as such is represented by an appointee seated within said district;

WHEREAS, the City of Mustang has an interest and desire to resolve its support of the nomination of Timothy Rooney for the District 8 seat on the OML Board of Directors;

WHEREAS, the City of Mustang finds that said nomination would benefit the City of Mustang and the other municipalities within District 8 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

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

SECTION 1: That the City of Mustang unequivocally supports the nomination of Timothy Rooney to serve as the District 8 appointee on the board of Directors of the OML, by finding and declaring the mission of OML to be for the public purpose and

acknowledging that the City of Mustang and other municipalities within District 8 will benefit by his appointment.

SECTION 2: That should Timothy Rooney ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Mustang.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Mustang on the **4th** day of **December, 2018**

Mayor

Attest (Seal):

City Clerk

Approved as to form on this 4th day of December, 2018.

City Attorney

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-4

2. MEETING DATE: December 4, 2018

3. TITLE: Approval of Resolution 19-023 amending rate structure for the Mustang Recreation Center

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

Currently the recreation center offers a general and deluxe membership. Staff proposed changing the title of the membership to a pass and a new rate structure. The breakdown of the rate structure is attached.

The Leisure Services Board reviewed the fees at the October 22, 2018 meeting and approved them unanimously. Minutes from the meeting are attached.

7. FINANCIAL IMPACT:

8. STAFF'S COMMENTS: Staff recommends approval.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

RESOLUTION NO. 19-023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG
AMENDING RESOLUTION NO. 16-037; CHANGING THE RATES FOR
RECREATION CENTER FACILITIES; DECLARING REPEALER;
ESTABLISHING SEVERABILITY; AND DECLARING AN EFFECTIVE DATE**

Whereas, Wild Horse Park and the Community Center for the City of Mustang will be available for numerous events and participation by members of the Mustang community, and

Whereas, certain of these events and facilities will be available to the public at no charge; other of these facilities will be available to the public at a charge sufficient to provide and maintain the event or facility.

Whereas, the rates for these events and terms and conditions thereof are established and set forth for the benefit of the public.

**BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MUSTANG;**

- 1) The following charges and rates are hereby established for events and facility use at Wild Horse Park Mustang Community Center and Aquatics Park.

I. WILD HORSE PARK RECREATION MEMBERSHIPS & FEES

1. SOFTBALL COMPLEX

Adult League Gate Fee	\$2.00 per person
*No Gate charge for children Age 14 and under and persons 60 and over	
Vendor Fees	\$100 per weekend, \$25 per league night

2. AQUATICS COMPLEX

Gate Fees

Regular Admissions	\$5.00 per day
Seniors	\$3.00 per day
*No charge for children Age 3 and under	

Season Passes

Individual Passes	\$55.00 per season
Family Passes	\$200.00 per season

Pool Parties

After Hours- 2 Hour Rental \$300

II. COMMUNITY CENTER RECREATION MEMBERSHIPS

1. **Active Adult/Fun Pass** – Entitles individual access to Indoor Walking/Jogging Track; Gymnasium; Game Room; Climbing Wall during designated hours, childcare for pass holder ages 4 to 8 during designated hours
2. **Fitness Pass** includes all amenities above plus Weight/Cardio areas, Fitness Classes and onsite babysitting service for children 6 months to 3 years of age on a first come-first serve basis.

Youth Fun Pass (4 to 17) - \$4 day pass, \$25 punch pass (10 visits), \$70 annually

Adult Fitness Pass (13 to 60) - \$6 day pass, \$40 punch pass (10 visits), \$20 per month or \$200 annually

Active Adult Fitness Pass (60 & Over) - \$30 punch pass (10 visits), \$15 per month or \$150 annually

Active Adult Pass (60 & Over) - \$1 day pass, \$10 annually

1 Adult Fitness Pass & Youth Passes - \$30 per month or \$300 annually

2 Adult Fitness Passes - \$30 per month or \$300 annually

Family Fitness Pass - \$50 per month or \$400 annually

III. GENERAL SERVICES

Class Rooms: No Charge – Reservations taken

Meeting Rooms:

One Side (room C or D) \$80.00 per 4 Hour Session

Both Sides \$160.00 per 4 Hour Session
\$40.00 per additional hour

Banquet Hall: (A,B, and Great Room)

One Side (A or B) \$200.00 per 4 Hour Session
\$50.00 per additional hour

Both Sides (A& B) \$400.00 per 4 Hour Session
\$700.00 All Day, Consecutive Sessions

Great Room \$400.00 per 4 hour session
Great Room \$700.00 All Day, Consecutive Sessions

Full Banquet Hall Rental (A, B, & Great Room) \$1,200 All Day Rental

Kitchen:	\$100 per rental
Gazebo:	\$100 per day
Portable Projector:	\$50 per rental
Portable Sound System:	\$50 per rental
Portable TV/DVD:	\$50 per event
Customized Room Layout	\$100 per event

- 2) Any Resolution or parts thereof inconsistent with this Resolution are hereby repealed.
- 3) This Resolution shall be come effective upon passage and approval.

This Resolution was approved by the City of Mustang, this _____
day of _____, 2016.

ATTEST:

The City of Mustang

City Clerk

Mayor

New Passes for Recreation Center (January 2019)

Fun Pass for Youth (ages 4 to 17)

Includes

- Drop-in gym for basketball, volleyball, "toddler time", and other designated organized activities.
- Climbing wall during designated hours and special activities.
- Game room
- Child care for children 4 and up. 2 areas. 4 and up area will include organized activities.
- Pass does not allow access to cardio alcove, fitness room, or weight facilities regardless of ages.

Passes:

- One- Day - \$4.00
- 10-time Punch pass \$30.00
- Annual Pass \$70.00

Fitness Pass - Adult (13 to 60)

Includes

- Weight room
- Cardio alcove
- Orientation to weight room and cardio alcove
- Unlimited drop in fitness classes
- Walking track
- Gym drop in basketball and volleyball
- Game room
- Climbing wall
- 2-hour child care for 3 and under children of adult.
- Fun Passes available for children 4 to 8, will include child care fees (above)
- 13 to 15 years old must complete Youth orientation class (small cost) prior to attend fitness classes, walking track or using equipment. To assure youth safety.
- No day pass for under 15 for this pass. Single Fitness Pass available only for 16 years of age and up.

Passes

- One Day Admission - \$6.00
- 10-Punch Pass - \$40.00
- Monthly Pass - \$20.00
- Annual Pass- \$200.00
- Discounted rates for 60 years of age and over (see below)

Active Adult (60 plus) Two choices

- **Fitness Pass (details above, pricing below)**
- **Walking Pass**

Active Adult Fitness Pass

- One-day admission – \$6.00 same as above
- 10 Punch Pass - \$35.00
- Monthly - \$15.00
- Annual - \$150.00

Active Adult Walking Pass

Includes

- Suspended walking track
- Game room
- Drop in Gym

Pass

- One Day admission \$2.00
- Annual Pass \$10.00 each year.

Family Pass

Three options

- 1) Fitness Pass for One Adult (Head of Household) in plan and Fun Pass for each Youth ages 4 to 17
- 2) Fitness Pass for Two Adult.
- 3) Fitness Pass or Youth passes for members of family.

Passes

- No single day or punch pass option for family or household passes
- **One Adult Fitness passes and youth fun passes**
 - Monthly - \$30.00
 - Annual - \$300.00
- **Couple Pass – 2 Fitness Passes**
 - Monthly - \$30.00
 - Annual - \$300.00
- **Family Pass: Adult Fitness passes and family members youth passes**
 - Monthly - \$ 50.00
 - Annual - \$400.00

+ comparison chart of current and proposed pass below.

Comparison of Current Membership with Proposed Passes

Type of pass	Details	Youth Fun Pass 4 to 17	Adults 13 to 60 Fitness Pass	Fitness Pass 60 and Over	Active Adult Pass	1 Adult Fitness Pass & Youth Passes	2 Adults Fitness Pass	Family Pass Fitness Pass or Youth Passes
Day pass	One day of open drop in activities Stamp or wrist band To return	\$4.00 <i>Stamp or wrist band \$3.00</i>	\$6.00 <i>\$5.00</i>	N/A <i>n/a</i>	\$1.00 <i>n/a</i>	n/a	n/a	n/a
Punch style pass	10 drop in/open activities	\$25	\$40	\$30.00	\$10.00			
Monthly	Monthly fee	n/a <i>n/a</i>	\$20. <i>\$15</i>	\$15.00 <i>\$10.00</i>	N/A	\$30 <i>n/a</i>	\$30 <i>n/a</i>	\$50 <i>\$33.00</i>
Annual	Yearly fee	\$70 <i>\$50 for 8 and up</i>	\$200 <i>\$162</i>	\$150.00 <i>\$108</i>	\$15.00 yearly <i>\$10 lifetime</i>	\$300.00 <i>N/A</i>	\$300 <i>N/A</i>	\$400.00 <i>\$356.00</i>
Childcare	2 hours Maxi	Passes includes Child care area for Ages 4 to 8	Include child care for 6 months to 3 years	No childcare included	No child care included	Passes includes Child care Ages months to 8 years	Include child care for 6 months to 3 years	Passes includes Child care area for 6 months to 8 years

Additional Information and changes.

- ❖ Community Day – Free access on Sunday from 1 to 3:30 pm
 - eliminate
 - Free planned activities throughout Month.
 - Free game day one Saturday per month with the library, free times to come to organized basketball rec play, other activities.
 - Explore offering reduced fee or youth scholarships
 - Offer an option which may help ease the financial burden by providing Mustang residents a 50% reduction in the pass for those who qualify. Very limited eligibility details and application procedures.
 - Youth Scholarship Fund Our Youth Scholarship Fund might also be available to assist those under age 18. This fund can be used one time per individual for memberships, classes, or camp when there is a demonstrated need. Please speak with the staff at the Recreation Center for more information about this option.
- ❖ Youth 4 and up will need to purchase passes – includes childcare during time parent is in the recreation center. Two areas separate areas will be available and divided by age.
- ❖ Working with United Health Care to set up an agreement to cover fitness fees for their area membership.

City of Mustang
City Council
Agenda Item Commentary

1. ITEM NO. H-5
2. MEETING DATE: December 4, 2018
3. TITLE: Acceptance of Fitness Passport Service Agreement with OptumHealth Care Solutions
4. COUNCIL ACTION: Approve/Deny
5. INITIATOR: Jean Heasley, Assistant Parks and Recreation Director
6. BACKGROUND: United Healthcare members are eligible to receive a pre-determined monthly membership rates to the Recreation Center when they enroll in the Fitness Passport program. OptumHealth Care will reimburse the City of Mustang this pre-determined amount for each member.
7. FINANCIAL IMPACT: Reimbursement of membership fees for Optum Fitness Passport members
8. STAFF COMMENTS: Recommend Approval
9. STAFF SOURCE: Jean Heasley, Assistant Parks and Recreation Director
10. RESOLUTION / ORDINANCE NO.

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on September 27, 2018 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and City of Mustang ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport Network comprised of facilities that provide services to support the Fitness Passport Program to customers of Optum; and

WHEREAS, Optum provides its customers and related Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum and Network wish to enter into this Agreement so that Optum customers and related Members may access the Fitness Passport Program and its associated benefits.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Network Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that may or may not be a member of a Participating Network Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder or a benefit holder's spouse enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Network Facility.

Participating Network Facility: A Network facility including its branches contracted under this Agreement to provide services to Members under the Fitness Passport Program as outlined in Appendix A herein.

Network Facility Reimbursement: The payment for which Optum has agreed to distribute to Network for each Member who meets or exceeds the established Fitness Passport Program visit requirements as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a

period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) day written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Network Facility shall provide all Members with access to the Participating Network Facility and all regular Network services, during the hours of operation as advertised by the Participating Network Facility to include, if applicable, an orientation to the Participating Network Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Network Facility will provide Members with membership to their facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and

federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets or exceeds the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network understands that Members are responsible for paying Participating Network Facilities the membership dues and/or associated fees. Optum shall not be responsible or liable for any membership dues and/or associated fees that a Member fails to pay to a Participating Network Facility.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Network Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed

by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for

damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Network Facility; (b) any damages incurred by Optum that result from Network's failure to comply with requirements of Section 3.3 Compliance with Applicable Laws; and (c) for any claim brought by a Member for the failure to deliver services by Participating Network Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or

in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network with the Access & Performance Minimums set forth in Section 1 of Appendix B. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
City of Mustang
1501 N Mustang Road
Mustang, OK 73064

8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

City of Mustang
1501 N Mustang Road
Mustang, OK 73064

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Internal Control No.: 00549908.0

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network for each participating Member a pre-determined amount each calendar month, when the Member meets the program criteria as defined by Optum below:

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits Participating Network Facility during calendar month (1 or more visits)	\$20.00 per Member per calendar month

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Network Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Participating Network Facilities shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Members who have existing memberships with Participating Network Facilities or other gyms, either directly or through a third party, do not need to terminate their existing membership contract. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Network Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Network Facility including branches. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a mutually agreed upon file format, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Only those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement.
- e) Upon receipt of Fitness Passport Program utilization information on a monthly basis from Optum, on or before the first day of the month following the data submission or the next business day if the first day of the month falls on a weekend or holiday, Optum or Optum's designated third party will direct the Network Facility Reimbursement into Network's designated account via EFT.
In the event that data processing errors are found, these errors can be corrected in the next month's payment cycle.
- f) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Network Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will upload to the specified FTP site the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a

payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.

f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) Details of Fitness Passport Program Member benefits are available upon request and may be changed from time to time at the sole discretion of Optum. Optum shall use reasonable commercial efforts to notify Participating Network Facilities thirty (30) days prior to such changes.
- b) The Network Facility Reimbursement period for Network is for each calendar month, not the fifteenth of the month to the fifteenth of the following month or based upon the date when the individual joins the Fitness Passport Program. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum in the month he or she enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Network Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Network Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network or Optum's designated third party to upload usage file to Optum's FTP site *	Optum to upload eligibility verification file to Optum's third party designated FTP site	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage and February data

* Member's monthly usage reports are to be reported to Optum's designated third party by the fifth day of the month.

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-6

2. MEETING DATE: December 4, 2018

3. TITLE: Acceptance of bids and awarding lowest qualified bidder bid for project labeled Rockwell Water Tank and County Line Tank Improvements

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and Cowan Group Engineering published a notice to bidders for project labeled Rockwell Water Tank and County Line Tank Improvements. This projects includes expanding the storage capacity of the Mustang water system by adding a 64 ft. diameter by 40 ft. high storage tank at Rockwell booster station and configuration to add future treatment at the location. The project also reconfigures the current county line water tower and rehabs the structure. A total of 3 bids were received and are listed below.

Company:	Base bid:	Alt.1	Total:
Elite Towers Inc.	\$881,209.00	\$467,027.00	\$1,348,236.00
Wynn Construction	\$1,114,235.00	\$638,641.00	\$1,752,876.00
Young Contracting	\$1,226,101.00	\$702,191.00	\$1,928,292.00

7. FINANCIAL IMPACT: None/ Contract approval

8. STAFF'S COMMENTS: Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder. Staff recommends awarding base bid and alternate. A recommendation letter from Cowan Group Engineering has been included.

9. STAFF SOURCE: Justin Battles, Assistant City Manager



September 25, 2018

Tim Rooney, City Manager
Mustang Improvement Authority
1501 N. Mustang Road
Mustang, OK 73064

Reference: Rockwell Water Tank and County Line Improvements
Engineer's Recommendation for Award
Bid Number: MUS-WT17-002

Dear Mr. Rooney:

Pursuant to the bid opening held on September 19, 2018, attached please find the bid tabulation for the subject project. The bid consisted of three (3) responsive bidders. The bids were determined to be complete.

The apparent low bidder for the subject project is Elite Towers, Inc.. with the following Base bid amount:

Base Bid – Rockwell Tank \$ 881,209.00

One additive alternate was included in the bid schedule for repair, rehabilitation, and waterline upgrades at the County Line Water Tower. The amount of the additive alternate bid is as follows:

Additive Alternate One – County Line Water Tower \$ 467,027.00

Pursuant to the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends Mustang Improvement Authority award the subject contract to the low bidder, Elite Towers, Inc. at the total bid price (including alternate) of \$1,348,236.00.

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

Sincerely,

COWAN GROUP ENGINEERING, LLC

Michael Taylor, P.E.
Project Manager



COWAN GROUP ENGINEERING, LLC
7100 N. CLASSEN BLVD., SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3389 O
405.463.3381 F

Mustang Improvement Authority
Rockwell Water Tank and County Line Improvements
BID NO. MUS-WT17-002
DATE September 19, 2018



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



Michael Taylor, P.E.

ITEM NUMBER	DESCRIPTION	QTY	UNIT	Elite Towers, Inc.	Wynn Construction Co., Inc.	Young Contracting, LLC
BASE BID						
1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	EARTHWORK	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	64" DIAMETER x 40' HIGH WATER STORAGE TANK	1	LS	\$ 512,000.00	\$ 512,000.00	\$ 512,000.00
4	CONCRETE FOOTING	1	LS	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00
5	TYPE A AGGREGATE BASE	132	CY	\$ 45.00	\$ 5,940.00	\$ 5,940.00
6	REMOVAL OF EXISTING WATERLINE	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00
7	18-INCH DIP WATER LINE IN PLACE	195	LF	\$ 102.00	\$ 19,890.00	\$ 19,890.00
8	16-INCH GATE VALVE AND BOX	9	EA	\$ 7,500.00	\$ 67,500.00	\$ 67,500.00
9	16-INCH CHECK VALVE	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
10	16-INCH BLIND FLANGE	2	EA	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
11	16-INCH TEE	5	EA	\$ 900.00	\$ 4,500.00	\$ 4,500.00
12	16-INCH 90° ELBOW	2	EA	\$ 900.00	\$ 1,800.00	\$ 1,800.00
13	16-INCH CONNECTION TO EXISTING LINE	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00
14	16-INCH WATER METER	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
15	16-INCH WATER METER VAULT	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
16	6-6" PRE-CAST VALVE VAULT AND HATCH	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
17	6" DIP WATERLINE	11	LF	\$ 135.00	\$ 1,485.00	\$ 1,485.00
18	6" GATE VALVE	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,600.00
19	16" 90° ELBOW	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,200.00
20	16" 90° ELBOW	2	EA	\$ 350.00	\$ 700.00	\$ 700.00
21	16" 90° ELBOW	8	LF	\$ 450.00	\$ 3,600.00	\$ 3,600.00
22	16" VALVE PIPING	1	LS	\$ 500.00	\$ 500.00	\$ 500.00
23	TEMPORARY EROSION AND SEDIMENT CONTROL	120	SY	\$ 9.00	\$ 1,080.00	\$ 1,080.00
24	DISINFECTION AND TESTING	2	EA	\$ 4,102.00	\$ 8,204.00	\$ 8,204.00
25	SOLID SLAB SOD	2	EA	\$ 2,004.00	\$ 4,008.00	\$ 4,008.00
26	18-INCH CHECK VALVE	1	EA	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
27	18-INCH CHECK VALVE	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
28	METER CAN AND PRESSURE TRANSDUCER	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
29	METER CAN AND PRESSURE TRANSDUCER	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
30	METER CAN AND PRESSURE TRANSDUCER	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
BASE BID TOTAL				\$ 881,209.00	\$ 1,114,235.00	\$ 1,226,101.00

ADD ALTERNATE ONE-COUNTY LINE IMPROVEMENTS

ITEM NUMBER	DESCRIPTION	QTY	UNIT	Elite Towers, Inc.	Wynn Construction Co., Inc.	Young Contracting, LLC
BID, MUS.WT17.2002						
1	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 9,200.00
2	CLEARING AND GRUBBING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 800.00
3	24" STEEL CASING (BORE)	47	LF	\$ 350.00	\$ 16,450.00	\$ 18,800.00
4	16" PVC C900 PIPE (TRENCHING)	78	LF	\$ 130.00	\$ 10,140.00	\$ 324.00
5	12" PVC C900 PIPE (TRENCHING)	649	LF	\$ 122.00	\$ 79,178.00	\$ 130.00
6	16" STEEL PIPE (TRENCHING)	9	LF	\$ 350.00	\$ 3,150.00	\$ 45,430.00
7	12" PVC C900 PIPE (BORE)	52	LF	\$ 118.00	\$ 6,136.00	\$ 275.00
8	16" GATE VALVE AND BOX	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 103.00
9	16" MAG METER	1	EA	\$ 9,500.00	\$ 9,500.00	\$ 16,350.00
10	16"x16"x6" TEE	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 12,150.00
11	16"x12" REDUCER	1	EA	\$ 1,200.00	\$ 4,800.00	\$ 15,120.00
12	12"x6" REDUCER	2	EA	\$ 450.00	\$ 900.00	\$ 1,200.00
13	12" GATE VALVE AND BOX	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 600.00
14	8" FLOW CONTROL VALVE AND BOX	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 4,320.00
15	8" MAG METER	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 16,200.00
16	16"x6" REDUCER	2	EA	\$ 750.00	\$ 1,500.00	\$ 8,640.00
17	12"x8" REDUCER	2	EA	\$ 450.00	\$ 900.00	\$ 920.00
18	12" DRESSER COUPLING	5	EA	\$ 650.00	\$ 3,250.00	\$ 1,100.00
19	12" CUT AND PLUG	2	EA	\$ 500.00	\$ 1,000.00	\$ 884.00
20	6" GATE VALVE	1	EA	\$ 750.00	\$ 750.00	\$ 1,620.00
21	CONNECTION TO EXISTING LINES	1	EA	\$ 500.00	\$ 500.00	\$ 5,400.00
22	10"x5" VALVE AND HATCH	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 16,200.00
23	6" METER VALVE	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 4,860.00
24	TANK INTERIOR AND EXTERIOR PAINTING	1	LS	\$ 208,378.00	\$ 208,378.00	\$ 270,000.00
25	TANK INLET AND MIXING SYSTEM	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 94,000.00
26	REMOVE AND REPLACE GRAVEL	7	SY	\$ 45.00	\$ 315.00	\$ 50.00
27	16" 90° BEND	2	EA	\$ 900.00	\$ 1,800.00	\$ 2,160.00
28	16" 45° BEND	1	EA	\$ 900.00	\$ 900.00	\$ 2,500.00
29	12"x12"x12" TEE	2	EA	\$ 850.00	\$ 1,700.00	\$ 1,944.00
30	12" 45° BEND	2	EA	\$ 550.00	\$ 1,100.00	\$ 1,620.00
31	12" 90° BEND	6	EA	\$ 700.00	\$ 4,200.00	\$ 3,240.00
32	16" VALVE TAPPING	9	LF	\$ 500.00	\$ 4,500.00	\$ 3,960.00
33	8" VALVE TAPPING	14	LF	\$ 45.00	\$ 630.00	\$ 280.00
34	GRAVEL UNDERLAY	1	SY	\$ 500.00	\$ 500.00	\$ 60.00
35	DISINFECTION AND TESTING	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,860.00
36	SOLID SLAB SOD	1	LS	\$ 500.00	\$ 500.00	\$ 4,000.00
37	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 500.00	\$ 500.00	\$ 3,000.00
38	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	4	EA	\$ 750.00	\$ 3,000.00	\$ 1,500.00
39	LETTERING/LOGO	2	EA	\$ 1,250.00	\$ 2,500.00	\$ 2,160.00
40	8" GATE VALVE AND BOX	2	EA	\$ 300.00	\$ 1,200.00	\$ 1,780.00
41	6" 90° BEND	4	EA	\$ 300.00	\$ 1,200.00	\$ 1,780.00
BID ALTERNATE TOTAL				\$ 457,027.00	\$ 638,541.00	\$ 702,191.00
GRAND TOTAL (BASE BID + ALTERNATE)				\$ 1,348,236.00	\$1,752,876.00	\$1,928,292.00

Low Bidder

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-7

2. MEETING DATE: December 4, 2018

3. TITLE: Acceptance of bids and awarding lowest qualified bid for project labeled S. Mustang Road Storm Sewer Project – Phase 1

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and EST Engineering published a notice to bidders for project labeled Mustang Road Storm Sewer Project Phase I. This projects includes placing 275 feet of storm sewer and manholes located between W. Perry Drive and W. Forster Drive. A total of 2 bids were received and are listed below.

Company:
MTZ Construction
TJ Campbell

Bid:
\$118,416.00
\$168,113.00

7. FINANCIAL IMPACT: None/ Contract approval

8. STAFF'S COMMENTS: Location of storm sewer project was expedited to accommodate the new school administration building on S. Mustang Road. Currently the complete S. Mustang Road Project is out to bid and storm sewer cost will be deducted from the overall widening project. Staff recommends accepting all qualified bids and awarding to the lowest qualified bidder. A recommendation letter from EST Engineering has been included.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

BID TABULATION - S. MUSTANG ROAD STORM SEWER PROJECT

DATE: 11-5-18 TIME: 2:00 PM

ENGINEER'S ESTIMATE							CONTRACTOR'S BID				
ITEM NO.		CODE NO.	Description	Unit	Quantity	Unit Cost	Total Cost	MTZ Construction		TJ Campbell	
0100 ROADWAY							0100 ROADWAY				
201(A)	0102	CLEARING AND GRUBBING	LSUM	1.00	\$3,000.00	\$3,000.00		\$2,500.00	\$2,500.00	\$5,200.00	\$5,200.00
202(H)	0185	EARTHWORK	LSUM	1.00	\$8,000.00	\$8,000.00		\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00
205(A)	4229	TYPE A-SALVAGED TOPSOIL	LSUM	1.00	\$3,000.00	\$3,000.00		\$2,500.00	\$2,500.00	\$17,500.00	\$17,500.00
221(C)	2801	TEMPORARY SILT FENCE	LF	200.00	\$2.00	\$400.00		\$5.00	\$1,000.00	\$6.00	\$1,200.00
221(F)	0100	TEMPORARY SILT DIKE	LF	28.00	\$12.00	\$336.00		\$27.00	\$756.00	\$16.00	\$448.00
230(A)	2806	SOLID SLAB SODDING	SY	330.00	\$3.00	\$990.00		\$7.00	\$2,310.00	\$6.50	\$2,145.00
509(D)	0325	CLASS C CONCRETE	CY	10.00	\$350.00	\$3,500.00		\$350.00	\$3,500.00	\$360.00	\$3,600.00
611(A)	2657	MANHOLE (4' DIAMETER)	EA	6.00	\$3,500.00	\$21,000.00		\$3,500.00	\$21,000.00	\$2,500.00	\$15,000.00
611(B)	2680	ADD'L. DEPTH IN MANHOLE (4' DIAMETER)	VF	9.00	\$250.00	\$2,250.00		\$250.00	\$2,250.00	\$900.00	\$8,100.00
613(A)	0494	36" R.C. PIPE CLASS III	LF	272.00	\$150.00	\$40,800.00		\$175.00	\$47,600.00	\$110.00	\$29,920.00
619(A)	0920	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	\$3,000.00	\$3,000.00		\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
SP		PUMP	EA	4.00	\$2,000.00	\$8,000.00		\$2,500.00	\$10,000.00	\$7,500.00	\$30,000.00
0600 CONSTRUCTION STAKING							0600 CONSTRUCTION STAKING				
642(B)	0096	CONSTRUCTION STAKING LEVEL II	LSUM	1.00	\$5,000.00	\$5,000.00		\$1,500.00	\$1,500.00	\$12,000.00	\$12,000.00
0640 CONSTRUCTION							0640 CONSTRUCTION				
220	2800	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	\$3,000.00	\$3,000.00		\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
641	1399	MOBILIZATION	LSUM	1.00	\$9,300.00	\$9,300.00		\$9,500.00	\$9,500.00	\$6,000.00	\$6,000.00
TOTAL BASE BID						\$111,576.00		\$118,416.00		\$168,113.00	

I hereby certify that this is a true and correct tabulation of the bids received for this project:

Amberly Newberry
 Amberly Newberry, P.E.
 EST, Inc.

APPROVED

City of Mustang

November 6, 2018

Justin Battles
Assistant City Manager
City of Mustang
1501 N. Mustang Road
Mustang, Oklahoma 73064

Re: S. Mustang Road Storm Sewer Project – Phase 1

Dear Mr. Battles:

EST has reviewed the bids received for the above referenced project. MTZ Construction Inc., and TJ Campbell Construction submitted bids for this project. After review of the bids from both companies, the following summary of review and recommendations is provided.

MTZ Construction Inc., the low bidder, submitted a total bid for \$118,416. The information provided in the sealed bid was reviewed and is summarized herein. MTZ Construction did not list the number of years they have been in business, they have 34 employees, and they provided a list of all necessary equipment to be used on this project.

The following bidding documents were provided in the sealed bid: Qualification Statement of Bidders, Contractors Performance Record, Bid Proposal, Bid Form, Bid Affidavits, Certificate of Nondiscrimination, Status-Verification System Affidavit, the Qualification Statement of Bidder's Surety and a Bid Bond in the amount of 5%. Their Bid Form and Bid Proposal were free of any errors.

The references provided by MTZ construction were contacted and verified. MTZ received very favorable recommendations from all the references we contacted. Jesse Beck with Ponca City stated that MTZ has just completed one contract for the City and had another wrapping up. He also added that the projects with MTZ have gone better than they could have imagined and were or will be completed well ahead of schedule.

TJ Campbell Construction., the second bidder, submitted a total bid of \$168,113. The information provided in the sealed bid was reviewed and is summarized herein. TJ Campbell Construction did not provide a Qualification Statement of Bidders, Contractors Performance Record, or list of equipment to be used on the project.

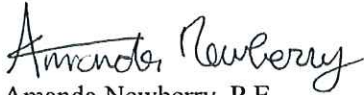
EST, Inc.

The following bidding documents were provided in the sealed bid: Bid Proposal, Bid Form, Bid Affidavits, Certificate of Nondiscrimination, Status-Verification System Affidavit, and a Bid Bond in the amount of 5% and the Qualification Statement of Bidder's Surety. TJ Campbell Construction did not return all the required paperwork with their bid proposal but their bid form itself was free of any errors.

TJ Campbell Construction did not provide references, so no verification of past performance was conducted.

EST recommends The City of Mustang award the contract to MTZ Construction, the lowest bidder. Should you have any questions, please contact us at (405) 815-3600.

Sincerely,



Amanda Newberry, P.E.
Project Manager, EST, Inc.

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Engineering Department

Reviewed by: _____

Date

Date Received: _____

CONTRACTOR: MTZ CONSTRUCTION INC.

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____

PARTNER: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____

CITY: _____

PHONE: _____

PHONE: _____

PRINCIPAL PLACE OF BUSINESS: _____

PRINCIPAL PLACE OF BUSINESS: _____

COUNTY _____

STATE _____

COUNTY _____

STATE _____

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: Oklahoma

LOCATION OF PRINCIPAL OFFICE: 3545 SW 37th St, OKC, OK 73119

CONTACT PERSONS AT OFFICE: Ervia Martinez

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION: Conrado Martinez

NAME: Conrado Martinez

ADDRESS: 3545 SW 37th St

TITLE: Vice President

Oklahoma City, OK 73119

CITY

STATE

ZIP

PHONE: 405-202-6417

NAMES OF OFFICERS: (IF APPLICABLE) Marco A. Martinez

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 34

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS

SIMILAR TO THIS PROJECT:

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving

Storm Sewer

Water & Sanitary Sewer Lines

Concrete Paving

Earth Work

Steel Erection

Chip Seal

Misc. Concrete

Bridge Work

Painting

Channel Lining

Demolition

Fog Seal

Pump Stations

Landscaping Concrete

Structures: Inlets, Box Culverts, Junction Boxes, Manholes

Other:

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$100,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

3 Projects

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF \$200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

3 Projects

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME: \$2,000,000.00

A LIST OF RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: PC-1703
OWNER/ENGINEER: City of Nichols Hills
YEAR BUILT: 2018 CONTRACT PRICE: \$227,765.00
CONTACT PERSON: James Orey PHONE: 405-840-7094

PROJECT: Street Repair
OWNER/ENGINEER: City of Choctaw
YEAR BUILT: 2014-2015 CONTRACT PRICE: \$350,000.00
CONTACT PERSON: John Baxter PHONE: 405-919-6622

PROJECT: NW Arlington street + NW 35th Drainage + street Construction
OWNER/ENGINEER: City of Lawton
YEAR BUILT: 2014-2016 CONTRACT PRICE: \$3,500,000.00
CONTACT PERSON: Victor Rosas PHONE: 405-512-0975

PROJECT: Drainage Improvements in the Vicinity of Colorado Ave + country club Blvd.
OWNER/ENGINEER: City of Elk City
YEAR BUILT: 2018 CONTRACT PRICE: \$223,667.55
CONTACT PERSON: Edwin Sipes PHONE: 580-243-8858

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: 2018 ADA Compliance Program Coolidge Elementary School.
OWNER/ENGINEER: City of Enid
YEAR BUILT: 2018 CONTRACT PRICE: 318,974.00
CONTACT PERSON: Lamalakur Maraboyina PHONE: 580-666-7235

PROJECT: Wittmer Hills Drainage PCUA 18-4
OWNER/ENGINEER: City of Ponca City
YEAR BUILT: 2018 CONTRACT PRICE: 68,772.00
CONTACT PERSON: Jesse Beck PHONE: 580-761-0091

PROJECT: 1819-7 Burlington Drive Drainage Improvements.
OWNER/ENGINEER: City of Norman
YEAR BUILT: 2018 CONTRACT PRICE: \$82,464.00
CONTACT PERSON: Carrie Evenson PHONE: 405-366-5455

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? NO IF SO, NAME OF OWNER AND/OR SURETY: _____

CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? _____ IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: _____

BANK REFERENCE: Bank: Chase Bank
Address: 7400 S. Penn Ave.
City: Oklahoma City State: OK Zip: 73159
Contact Person: Larina Mejia Phone: 405-688-3300

MUNICIPALITY REFERENCE: City: City of Oklahoma City
Contact Person: Robert Witt Position: Project Manager
Address: 420 W. Main St Phone: 405-834-4874

OTHER CREDIT REFERENCES:

Name: Dolese Bros. Co.
Address: P.O. Box 960144
Oklahoma City, OK 73196
Phone: 405-235-2311

Name: C.L. Boyd
Address: 4220 West Reno Ave
Oklahoma City, OK 73107
Phone: 405-942-8000

In compliance with Notice to Bidders for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:  Title: Vice President
Company: MTZ Construction Inc. Date: 11/5/2018

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: Granite Re, Inc. Phone: 405-752-2600
Address: 14001 Quailbrook Dr. City: OKC State: OK 73134

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: _____

BIDDER: _____

ADDRESS: _____

1. Has this surety furnished contract bonds on contracts now complete? _____
2. Has this surety furnished contract bonds on contracts now incomplete? _____
3. What is the maximum bonding capacity of this Contractor? _____
4. Is the current financial information on this Contractor satisfactory? _____
5. Does information obtained indicate accounts are paid when due? _____. If not, give details: _____
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? _____
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? _____

REMARKS:

SURETY: _____

SIGNED: MTZ Construction Inc.

BY: Constance Williams

TITLE: Vice President. / 3545 SW 37th ST

ADDRESS: Oklahoma City, OK 73119

CITY

STATE

ZIP

(IN DUPLICATE)

**QUALIFICATION STATEMENT
OF BIDDER'S SURETY**

SUBMITTED TO: City of Mustang

BIDDER: MTZ Construction, Inc.

ADDRESS: 3545 SW 37th Street, Oklahoma City, OK 73119

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? \$6,000,000.00
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when?
Due? Yes. If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? Yes

REMARKS: _____

SURETY: Granite Re, Inc.

SIGNED: 

BY: Wendy Hollen

TITLE: Attorney-in-Fact

ADDRESS: PO Box 890300

CITY: Oklahoma City STATE OK ZIP 73189

(IN DUPLICATE)

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:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

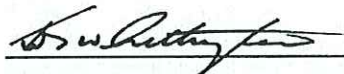
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

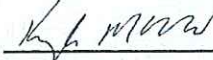
W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

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 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



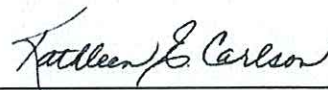

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, 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.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Notary Public

GRANITE RE, INC. Certificate

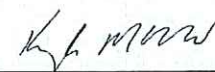
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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

5th day of November, 2018




Kyle P. McDonald, Secretary/Treasurer

CITY OF MUSTANG
CONTRACTOR'S PERFORMANCE RECORD

S. MUSTANG ROAD STORM SEWER PROJECT

Submitted by A CORPORATION,

A Corporation

A Co-partnership

An Individual

Principal Office 3545 SW 37th ST OKC, OK 73119-405-225-1115
(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom
20%	80%	Drainage Improvements	City of Norman
40%	60%	Drainage Improvements	City of Ponca City
90%	10%	Sidewalk Improvements	City of Enid

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location
1	1	135 G Trackhoe	2012	3320 S. Quapah
1	2	Wheel Loader	2008	3320 S. Quapah

CITY OF MUSTANG
CONTRACTORS PERFORMANCE RECORD (CONT.)

The Contractor is aware that the 2009 Oklahoma Department of Transportation Specifications, Section 108.01 states:

"The Department will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor's rights, title, or interests therein without the written or electronic consent of the Director or his authorized representative. The Contractor shall perform at least **50 percent** of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage."

Dated at 11:00 AM, this 5th day of November, 2018

By *[Signature]*

Title of Person Signing VICE PRESIDENT

Name of Organization MTZ CONSTRUCTION INC.

Subscribed and sworn to before me this 5th day of NOV, 2018

Notary Public *[Signature]*

My Commission Expires 12/16/2018



BID PROPOSAL

PLACE: Mustang, Oklahoma
DATE: 11/5/2018
PROJECT: S. Mustang Road
Storm Sewer Project

Proposal of MTZ CONSTRUCTION INC.,
(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of OKLAHOMA.

To: The City Council, City of Mustang, Oklahoma

Council members:

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidder, instructions to bidders, the general conditions, special provisions, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Mustang, within ten (10) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Mustang, Oklahoma, for the following amounts of:

Total Base Bid: ONE HUNDRED EIGHTEEN THOUSAND
FOUR HUNDRED SIXTEEN AND NO/100. Dollars (\$ 118,416.00)
(In words)

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete same within 60 consecutive calendar days.

If partnership, give name and address of each member.

Signed: MTZ CONSTRUCTION INC.
(Contractor)

By: Conrado Martinez
(Agent)

Address: 3545 SW 37th St

Oklahoma City, OK 73119

Incorporated under the laws of Oklahoma
(State)

STATE OF Oklahoma)

COUNTY OF Oklahoma)

Conrado Martinez lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the City of Mustang, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED: Conrado Martinez

Subscribed and sworn to before me, a Notary Public, in and for the State of Oklahoma, County of this 5th day of November, 2018.

My Commission Expires:

12/16/2018



Notary Public

BID FORM
S. Mustang Road Storm Sewer Project

0100 Roadway

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u> <u>(NUMERALS)</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
201(A) 0102	CLEARING AND GRUBBING	LSUM	<u>2,500</u>	1.00	<u>2,500.00</u>
202(H) 0185	EARTHWORK	LSUM	<u>7,500</u>	1.00	<u>7,500.00</u>
205(A) 4229	TYPE A-SALVAGED TOPSOIL	LSUM	<u>2,500</u>	1.00	<u>2,500.00</u>
221(C) 2801	TEMPORARY SILT FENCE	LF	<u>5.00</u>	200.00	<u>1,000.00</u>
221(F) 0100	TEMPORARY SILT DIKE	LF	<u>27.00</u>	28.00	<u>756.00</u>
230(A) 2806	SOLID SLAB SODDING	SY	<u>7.00</u>	330.00	<u>2,310.00</u>
509(D) 0325	CLASS C CONCRETE	CY	<u>350.00</u>	10.00	<u>3,500.00</u>
611(A) 2657	MANHOLE (4" DIAMETER)	EA	<u>3,500</u>	6.00	<u>21,000.00</u>
611(B) 2680	ADD'L DEPTH IN MANHOLE (4' DIAMETER)	VF	<u>250.00</u>	9.00	<u>2,250.00</u>
613(A) 0494	36" R.C. PIPE CLASS III	LF	<u>175.00</u>	272.00	<u>47,600.00</u>
619(A) 0920	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	<u>5,000</u>	1.00	<u>5,000.00</u>
SP	PUMP	EA	<u>2,500</u>	4.00	<u>10,000.00</u>

0600 CONSTRUCTION STAKING

642(B) 0096	CONSTRUCTION STAKING LEVEL II	LSUM	<u>1,500</u>	1.00	<u>1,500.00</u>
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0640 CONSTRUCTION

220 2800	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	<u>1,500</u>	1.00	<u>1,500.00</u>
641 1399	MOBILIZATION	LSUM	<u>9,500</u>	1.00	<u>9,500.00</u>

Total Base Bid \$ 118,416.00

Total Base Bid in words \$ ONE HUNDRED EIGHTEEN THOUSAND, FOUR HUNDRED SIXTEEN AND NO /100.

Name and Address of Responsible Bidder: Conrado Martinez
3545 SW 37th St
Oklahoma City, OK 73119

Contact Person: Elvia Martinez Telephone No: 405-990-7467

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

STATE OF Oklahoma)

COUNTY OF Oklahoma)

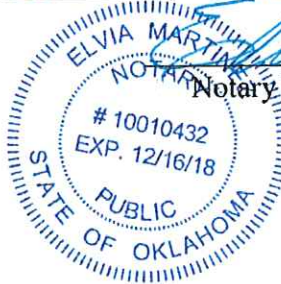
Conrado Martinez, of lawful age, being first duly sworn on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective Contract, of any other terms of said prospective Contract; or in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

SIGNED: Conrado Martinez

Subscribed and sworn to before me this 5th day of November, 2018.

My Commission Expires:

12/16/2018
(SEAL)



Elvia Martinez
Notary Public (or Clerk of Judge)

B. Business Relationships Affidavit

STATE OF Oklahoma)

COUNTY OF Oklahoma)

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

N/A

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

N/A

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

N/A

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Subscribed and sworn to before me this 5th day of November 2018.

[Signature]
Notary Public (or Clerk of Judge)

My Commission Expires:



STATUS VERIFICATION SYSTEM AFFIDAVIT

S. MUSTANG ROAD STORM SEWER PROJECT

STATE OF OKLAHOMA)

) SS:

COUNTY OF Oklahoma)

I, Conrado Martinez, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Conrado Martinez

Subscribed and sworn before me this 5th day of November, 2018.

Elvia Martinez
Notary Public

My Commission Expires: 12/16/2018

My Commission Number: 10010432



CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to make this information to all employees and applicants for employment notices and to post in a conspicuous place where required by law.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

(seal)

Jeniece Muir
Secretary

MTZ CONSTRUCTION INC.,
(Contractor)

Conrado Martinez
(Signature)

Vice President
(Title)

STATE OF Oklahoma)

COUNTY OF Oklahoma)

On this 5th day of November, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Conrado Martinez, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledged to me that He executed the same as His free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 12/16/2018
My Commission No.: 10010432



GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

MTZ Construction, Inc., 3545 SW 37th Street, Oklahoma City, OK 73119

as principal, hereinafter called the Principal, and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Mustang, 721 E. Street, Mustang OK 73064

as Oblige, hereinafter called the Oblige, in the sum of *****Five Percent (5%) of Amount Bid In*****

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: S. Mustang Road Storm Sewer Project

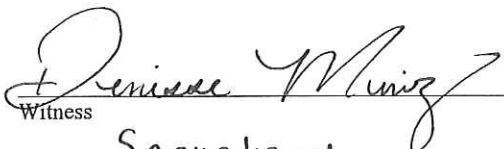
Bid Date: November 5, 2018

The conditions of this Bond are such that if the Oblige accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Oblige and Principal, and the Principal either (1) enters into a contract with the Oblige in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Oblige, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Oblige the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Oblige and Principal to extend the time in which the Oblige may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Oblige and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

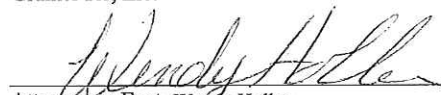
Signed and sealed this 5th day of November, 2018

MTZ Construction, Inc.


Witness
Secretary


Title (Seal)

Granite Re, Inc.


Attorney in Fact Wendy Hollen (Seal)

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:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

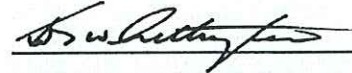
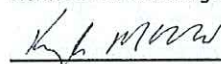
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO 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 14th day of June, 2017.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, 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.



My Commission Expires:
August 8, 2021
Commission #: 01013257


Kathleen E. Carlson
Notary Public

GRANITE RE, INC. Certificate

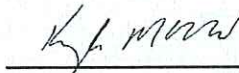
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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

5th day of November, 2018




Kyle P. McDonald, Secretary/Treasurer

CITY OF MUSTANG
AGENDA COMMENTARY

1. ITEM: H-8

2. MEETING DATE: December 4, 2018

3. TITLE: Approval of Contract and Bonds for project labeled S. Mustang Road Storm Sewer Project – Phase 1

4. COUNCIL ACTION: Approve/Deny

5. INITIATOR: Justin Battles, Assistant City Manager

6. BACKGROUND:

The City of Mustang and EST Engineering published a notice to bidders for project labeled Mustang Road Storm Sewer Project Phase I. This projects includes placing 275 feet of storm sewer and manholes located between W. Perry Drive and W. Forster Drive. The lowest qualified bidder was MTZ Construction, Inc.

Company:
MTZ Construction

Bid:
\$118,416.00

7. FINANCIAL IMPACT: \$118,416.00

8. STAFF'S COMMENTS: Location of storm sewer project was expedited to accommodate the new school administration building on S. Mustang Road. Currently the complete S. Mustang Road Project is out to bid and storm sewer cost will be deducted from the overall widening project. Staff recommends approval of contract and bonds.

9. STAFF SOURCE: Justin Battles, Assistant City Manager

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this November 9, 2018, between the City of Mustang (hereinafter called the "City"), and MTZ Construction, Inc. acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to build and complete City of Mustang

PROJECT NO.: S. MUSTANG ROAD STORM SEWER PROJECT

COUNTY: CANADIAN

LENGTH: APPROXIMATELY 0.052 MILES

DESCRIPTION: STORM SEWER PROJECT

LOCATION: S. MUSTANG ROAD IN MUSTANG, OK

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

in accordance with the plans on file with the City of Mustang at Mustang Municipal Building, Mustang,, Oklahoma, designated as **PROJECT: S. MUSTANG ROAD STORM SEWER PROJECT**

and with the Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2009 Edition and the current City of Mustang standard drawings, (the "Specifications"), with the Proposal filed with the City of Mustang on October 9, 2018 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Mustang.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City's cost of this project is estimated to be (\$118,416.00 One Hundred Eighteen Thousand Four Hundred Sixteen Dollars and zero cents

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Mustang as required by law, and that said contractor shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Mustang a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Mustang, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Mustang and pursuant to authority vested in him by the City of Mustang, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Mustang, Oklahoma, the day and year first set forth.

Approved as to form: City of Mustang

General Counsel Date Mayor By: _____
Date

City Clerk Date

MTZ Construction, Inc.

By: [Signature]
An Individual - A Member of the Firm - Vice-President

[Signature]
Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
}SS.
COUNTY OF Oklahoma }

This instrument was acknowledged before me on November 19, 2018

Notary Public

A. Martinez

 A. MARTINEZ
Notary Public
State of Oklahoma
Comm. # 18007667 Expires 08/02/22
My commission expires: 08/02/2022

WATER AND SEWER MAINTENANCE BOND

#GR41331

KNOW ALL MEN BY THESE PRESENTS:

That We, MTZ Construction, Inc., 3545 SW 37th St., Oklahoma City, OK 73119, as principal, and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134, as Surety, are held and firmly bound unto the Mustang Improvement Authority, of Oklahoma, in the full and just sum of *****One Hundred Thirty Thousand Two Hundred Fifty Seven & 60100***** Dollars (\$ 130,257.60), 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, joint and severally, firmly by these presents.

Dated this 13th day of November, 20 18. The conditions of this obligation are such that whereas, said Principal has by a certain contract between MTZ Construction, Inc., and the Mustang Improvement Authority, dated this 9th day of November, 20 18, agreed to construct in The City of Mustang:

S. Mustang Road Storm Sewer Project

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 amounts set forth above against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance of by the Council of The Mustang Improvement Authority.

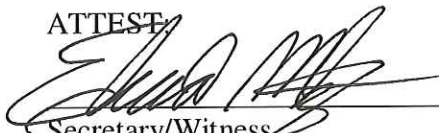
NOW THEREFORE, if said Principal shall pay or cause to be paid to the Authority all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years for all projects for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the Authority, 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 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 the Council of The Mustang Improvement Authority, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of 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 the effect of releasing the sureties, or any of them, from the obligations of this bond.

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

ATTEST:



Secretary/Witness

MTZ Construction, Inc.

BY 

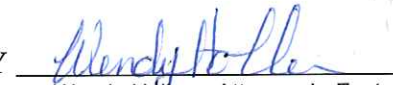
Principal

Granite Re, Inc.

Surety

ATTEST:

~~XXXXXXXXXX~~
Secretary/Witness

BY 

Wendy Hollen - Attorney-in-Fact

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

Municipal Counselor

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

MAYOR

ATTEST:

City Clerk

PERFORMANCE BOND

#GR41331

KNOW ALL MEN BY THESE PRESENTS:

That MTZ Construction, Inc., as Principal, and Granite Re, Inc., a Corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto Mustang Improvement Authority in the penal sum of ^{**One Hundred Eighteen Thousand} ~~Four Hundred Sixteen & 00/100*~~ Dollars (\$~~118,416.00~~) 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 13th day of November, 20 18.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with MUSTANG IMPROVEMENT AUTHORITY, dated November 9, 20 18, for:

S. Mustang Road Storm Sewer Project

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:

MTZ Construction, Inc.

BY: Conrad Marks

Address of Surety or Agent:

Granite Re, Inc.

14001 Quailbrook Dr.

Oklahoma City, OK 73134

By: Wendy Hollen
Attorney-in-Fact Wendy Hollen

Telephone No. 405-752-2600

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

CITY ATTORNEY

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

ATTEST:

CITY CLERK

MAYOR

STATUTORY BOND – PUBLIC WORKS

(City of Mustang, Rev. 4-2018)

#GR41331

KNOW ALL MEN BY THESE
PRESENTS:

That we, MTZ Construction, Inc., 3545 SW 37th St., Oklahoma City, OK 73119, as Principal, and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134 as Surety, authorized and, where required, licensed to transaction business in the State of Oklahoma, are held and firmly bound unto THE STATE OF OKLAHOMA, for the use and benefit of THE CITY OF MUSTANG, a municipal corporation, of the State of Oklahoma, in the sum of *****One Hundred Eighteen Thousand Four Hundred Sixteen & 00/100***** Dollars (\$ 118,416.00), in lawful money of the United States of America, said sum being not less than One Hundred Percent (100%) of the total sum of the contract, for the payment of which, well and truly to be made, we, and each of us, on behalf of ourselves and our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the CITY OF MUSTANG, State of Oklahoma, dated November 9, 20 18, for S. Mustang Road Storm Sewer Project

(the "Contract"), for the erection and construction of said work and/or improvement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file at the office of the City Clerk, City of Mustang, 1501 North Mustang Road, Mustang, Oklahoma 73064;

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

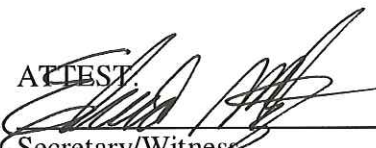
IN WITNESS WHEREOF, the said Principal has caused this Statutory Bond to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused this Bond to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact,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

[Remainder of page intentionally left blank.]

Dated this 13th day of November, 20 18.

PRINCIPAL

ATTEST:



Secretary/Witness

MTZ Construction, Inc.

BY

Title


VICE PRESIDENT

SURETY

ATTEST:

~~XXXXXX~~

~~Secretary/Witness~~

Granite Re, Inc.

BY

Title


Wendy Hollen, Attorney in Fact

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

MAYOR

ATTEST:

City Clerk

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

Municipal Counselor

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:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

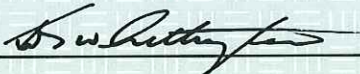
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO 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 14th day of June, 2017.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, 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.



My Commission Expires:
August 8, 2021
Commission #: 01013257


Notary Public

GRANITE RE, INC. Certificate

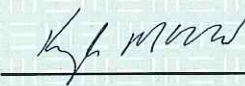
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said 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

13th day of November, 2018




Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2018

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 Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		CONTACT NAME: Vicki Walters PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: vwalters@midamericainc.com	
INSURED MTZ Construction, Inc. 3545 SW 37th Street Oklahoma City OK 73119		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: CompSource Mutual Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2018/19 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	Y	6056828614	3/5/2018	3/5/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	Y	6056828628	3/5/2018	3/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Business Auto Enhancement Endo \$						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 10,000			6056828645	3/5/2018	3/5/2019	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03212945	3/5/2018	3/1/2019	PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

General Liability Policy provides Blanket RE: S. Mustang Road Storm Sewer Project. Additional Insured Endorsement per written contract and Blanket Waiver of Subrogation per written contract. Business Auto provides Blanket Additional Insured Endorsement, per written contract. Workers' Compensation Policy provides Blanket WOS Endorsement. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER**CANCELLATION**

Mustang Improvement Authority 1501 North Mustang Road Mustang, OK 73064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Cody McNeill/VW

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CITY OF MUSTANG

AGENDA ITEM COMMENTARY

1. **ITEM NO.** 5-40
2. **MEETING DATE:** December 4, 2018
3. **TITLE:** Discussion Consideration and Possible Action on the following: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA DECLARING THE NECESSITY FOR ACQUIRING CERTAIN PERMANENT AND TEMPORARY EASEMENTS LOCATED IN SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 WEST, AND SECTION 3, TOWNSHIP 10 NORTH, RANGE 5 WEST, INDIAN MERIDIAN, MUSTANG, CANADIAN COUNTY, STATE OF OKLAHOMA; AUTHORIZING, INSTRUCTING, AND DIRECTING THE CITY MANAGER TO ACQUIRE SAID PERMANENT AND TEMPORARY EASEMENTS FOR PUBLIC STREET PURPOSES AND USES INCIDENTAL THERETO, FOR CITY OF MUSTANG STREET AND TRAFFIC IMPROVEMENTS FOR THE S.W. 89TH STREET WIDENING PROJECT, BY PURCHASE AND SETTLEMENT OF DAMAGES WITH THE LAND OWNERS; AUTHORIZING, INSTRUCTING AND DIRECTING THE CITY ATTORNEY TO CONDEMN SAID PROPERTIES FOR SAID PURPOSES IF SAID PERMANENT AND TEMPORARY EASEMENTS CANNOT BE REASONABLY PURCHASED AND THE DAMAGES SETTLED BY AGREEMENT WITH THE LAND OWNERS.
4. **COUNCIL ACTION:** Choose whether or not to adopt the Resolution finding public necessity and authorizing negotiation and acquisition of permanent and temporary easements and, if such cannot be negotiated and acquired, authorizing the filing of condemnation actions to acquire the permanent and temporary easements through eminent domain.
5. **INITIATOR:** Legal Department
6. **PROJECT DESCRIPTION:** The City of Mustang is widening S.W. 89th Street. The City needs a larger easement area to accommodate the widened S.W. 89th Street. The City has been negotiating with property owners to acquire permanent and temporary easements, and has been successful in acquiring a majority of the easements needed along S.W. 89th Street. However, there are some owners with whom the City has been unable to reach an agreement. To complete the widening project, the City will be required to obtain the needed easements through eminent domain. S.W. 89th Street cannot be widened without the additional permanent and temporary easements. A Resolution is proposed that discusses and makes a finding of public necessity for the permanent and temporary easements. The properties for which the City anticipates filing of condemnation proceedings are identified on exhibits to the Resolution.
7. **FINANCIAL IMPACT:** Attorney fees, expert fees and compensation and damages allowed by law.
8. **STAFF COMMENTS:** Staff recommends approval.
9. **STAFF SOURCE:** Jon Miller, City Attorney.
10. **CITY ATTORNEY'S COMMENTS:** See above.
11. **RESOLUTION/ORDINANCE NO.** _____

RESOLUTION NO.: 19-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA DECLARING THE NECESSITY FOR ACQUIRING CERTAIN PERMANENT AND TEMPORARY EASEMENTS LOCATED IN SECTION 34, TOWNSHIP 11 NORTH, RANGE 5 WEST, AND SECTION 3, TOWNSHIP 10 NORTH, RANGE 5 WEST, INDIAN MERIDIAN, MUSTANG, CANADIAN COUNTY, STATE OF OKLAHOMA; AUTHORIZING, INSTRUCTING, AND DIRECTING THE CITY MANAGER TO ACQUIRE SAID PERMANENT AND TEMPORARY EASEMENTS FOR PUBLIC STREET PURPOSES AND USES INCIDENTAL THERETO, FOR CITY OF MUSTANG STREET AND TRAFFIC IMPROVEMENTS FOR THE S.W. 89TH STREET WIDENING PROJECT, BY PURCHASE AND SETTLEMENT OF DAMAGES WITH THE LAND OWNERS; AUTHORIZING, INSTRUCTING AND DIRECTING THE CITY ATTORNEY TO CONDEMN SAID PROPERTIES FOR SAID PURPOSES IF SAID PERMANENT AND TEMPORARY EASEMENTS CANNOT BE REASONABLY PURCHASED AND THE DAMAGES SETTLED BY AGREEMENT WITH THE LAND OWNERS.

WHEREAS, on this 4th day of December, 2018, it is deemed necessary and advisable by the City of Mustang to acquire certain permanent and temporary easements located in Canadian County, State of Oklahoma, for street widening and traffic improvements on and along S.W. 89th Street (the "Project"), and uses incidental thereof, for the use and benefit of the City of Mustang, Oklahoma; and,

WHEREAS, said parcels for which permanent and temporary easements are needed are described in Exhibits A, B, C, D, E and F attached hereto and made a part hereof; and,

WHEREAS, said permanent and temporary easements are not owned by the City of Mustang and it is deemed necessary for the City to acquire said described permanent and temporary easements for the purposes of said project and uses incidental thereof; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mustang, Oklahoma, pursuant to its power of eminent domain, that immediate steps be taken to acquire the

above described permanent and temporary easements for the purposes of constructing and maintaining public streets and uses incidental thereof;

BE IT FURTHER RESOLVED THAT the City Manager of the City of Mustang or his designee be, and is hereby instructed, authorized, and directed, to immediately negotiate with the owners of the above described real property and purchase said permanent and temporary easements for the purposes of said Project and uses incidental thereof, to the extent such negotiations have not already occurred, and settle the damages, if any, the owners thereof will sustain by reason of the appropriation and taking thereof for the public purposes aforesaid;

AND BE IT FURTHER RESOLVED THAT, in the event the City Manager or his designee is unable to reasonably secure the above described permanent and temporary easements or any part thereof, the City Attorney of the City of Mustang be, and is hereby authorized, instructed and directed, to institute condemnation proceedings against the owners of said real property, and condemn said above-described permanent and temporary easements under the power of eminent domain for said purposes and to take such further legal steps or proceedings as may, in his judgment, appear to be proper to acquire said permanent and temporary easements for said purposes, and obtain the immediate possession thereof;

AND BE IT FURTHER RESOLVED THAT the City Manager or his designee is authorized, instructed and directed to execute documents as necessary to assist in pursuing and concluding any condemnation proceedings against the owners of said real property, and condemning said above-described permanent and temporary easements under the power of eminent domain for said purposes.

AND BE IT FINALLY RESOLVED THAT, as it is immediately necessary for the preservation of the peace, health, and safety of the City of Mustang, Oklahoma and the inhabitants thereof, this resolution shall take effect and be in force from and after its passage, as proved by law.

ADOPTED by the City Council of the City of Mustang, Oklahoma, on this 4th day of December, 2018.

APPROVED by the Mayor of the City of Mustang, Oklahoma, on this 4th day of December, 2018.

THE CITY OF MUSTANG, OKLAHOMA

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form this 4th day of December, 2018.

CITY ATTORNEY

EXHIBIT A - PARCEL 7.1

Legal Description: A tract of land lying in the Southeast Quarter (SE/4) of Section 34, Township 11 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of Said Southeast Quarter (SE/4);

Thence N 00°12'53"W along the west line of said Southeast Quarter (SE/4) for a distance of 33.00 Feet to the Point of Beginning, said point being on the south statutory right-of-way line of said Southeast Quarter (SE/4);

Thence, continuing N 00°12'53" W along said west line for a distance of 17.00 Feet;

Thence, N 89°54'17" E and parallel to the South Line of said SE/4 for a distance of 789.44 feet;

Thence N 44°54'17" E for a distance of 35.36 Feet;

Thence, N 89°54'17" E and parallel to said South Line for a distance of 124.00 Feet;

Thence, S 45°05'43" E for a distance of 35.36 Feet;

Thence, N 89°54'17" E and parallel to said South Line for a distance of 315.29 feet;

Thence, N 83°56'32" E for a Distance of 497.90 feet to the westerly right-of-way line of State Highway No. 4 and part of a Journal Entry of Judgment recorded in Book 3068, Page 7 with the Canadian County Clerk's Office on June 03, 2005;

Thence, S 18°12'11" W along said westerly highway right-of-way line for a distance of 26.75 feet to a point on a line described in said Book 3068, Page 7;

(The Following 3 Courses Are along a Line Described in Said Book 3068, Page 7)

Thence, S 83°14'23" W for a Distance of 148.74 Feet;

Thence, S 89°54'17" W for a Distance of 98.42 Feet;

Thence, S 78°40'29" W for a Distance of 133.79 Feet to a point on the south statutory right-of-way line of said SE/4;

Thence, S 89°54'17" W along said south statutory right-of-way line for a distance of 1,388.11 feet to the Point of Beginning.

The above described area containing 0.845 acres more or less.

Bearings are based on Grid North (N 00°00'00" E) Oklahoma State Plane Coordinate System, North Zone.

EXHIBIT B – PARCEL 9.1

Legal Description: A tract of land lying in the Southeast Quarter (SE/4) of Section 34, Township 11 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, and further described as follows:

Commencing at the Southeast Corner of said Southeast Quarter (SE/4);

Thence, N 00°27'20" W along the East Line of said SE/4 for a distance of 33.00 Feet;

Thence, S 89°54'17" W and parallel to the South Line of said SE/4 for a distance of 33.00 Feet to the Point of Beginning, said point being on the south and east statutory right-of-way line of said SE/4;

Thence, continuing S 89°54'17" W along said south statutory right-of-way line and parallel to the South Line of said SE/4 for a distance of 246.37 feet to a point on a line described in a Journal Entry of Judgment recorded in Book 3068, Page 7 of the Canadian County Clerk's office on June 3, 2005;

Thence, N 76°08'14" W along the line described in said Book 3068, Page 7 for a distance of 70.48 Feet;

Thence, N 89°54'17" E and parallel to the South Line of said SE/4 for a Distance of 289.66 Feet;

Thence, N 44°43'29" E for a Distance of 35.24 feet to the east statutory right-of-way line of said SE/4;

Thence, S 00°27'20" E along said east statutory right-of-way line and parallel to the East Line of said SE/4 for a distance of 42.00 Feet to the Point of Beginning.

The above described area containing 0.117 Acres More or Less.

Bearings Are Based on Grid North (N 00°00'00" E) Oklahoma State Plane Coordinate System, North Zone.

EXHIBIT C - PARCEL 22.1

Legal Description: A Tract of Land Lying in the Southeast Quarter (SE/4) of Section 33, Township 11 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, and further described as follows:

Commencing at the Southeast Corner of Said SE/4;

Thence, N 00°16'15" W along the East Line of said SE/4 for a distance of 33.00 Feet;

Thence, S 89°43'21" W and parallel to the South Line of said SE/4 for a distance of 33.00 feet to the Point of Beginning, said point being on the south and east statutory right-of-way line of Said SE/4;

Thence, continuing S 89°43'21" W along said south statutory right-of-way and parallel to the South Line of said SE/4 for a distance of 698.00 feet;

Thence, N 44°43'37" E for a distance of 24.04 feet;

Thence, N 89°43'21" E and parallel to the south line of said SE/4 for a distance of 649.00 feet;

Thence, N 44°43'33" E for a distance of 35.36 feet;

Thence, N 00°16'15" W and parallel to the East Line of said SE/4 for a distance of 1099.36 feet to the southerly right-of-way line of the Stillwater Central Railroad;

Thence, S 88°43'06" E along said southerly railroad right-of-way line for a distance of 7.00 Feet to the east statutory right-of-way line of said SE/4;

Thence, S 00°16'15" E along said east statutory right-of-way line and parallel to the East Line of said SE/4 for a distance of 1,141.17 feet to the Point of Beginning.

The above described area containing 0.457 Acres More or Less.

Bearings are based on Grid North (N 00°00'00" E) Oklahoma State Plane Coordinate System, North Zone.

EXHIBIT D – PARCEL 19.1

Legal Description: A tract of land lying in the Northwest Quarter (NW/4) of Section 3, Township 10 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, and further described as follows:

Commencing at the Northeast Corner of Said NW/4;

Thence, S 00°35'21" E along the East Line of Said NW/4 for a distance of 33.00 feet to the Point of Beginning, said point being on the north statutory right-of-way line of said NW/4;

Thence, continuing S 00°35'21" E along said East Line for a distance of 17.00 feet;

Thence, S 89°54'06" W and parallel to the North Line of said NW/4 for a distance of 228.23 feet to the West Line as described in a Quit Claim Deed recorded in Book 2607, Page 726 with the Canadian County Clerk's office on August 27, 2002;

Thence, N 01°07'24" W along said West Line for a distance of 17.00 feet to the north statutory right-of-way line of said NW/4;

Thence, N 89°54'06" E along said north statutory right-of-way line for a distance of 228.39 feet to the Point of Beginning.

The above described area containing 0.089 Acres more or less.

Bearings are based on Grid North (N 00°00'00" E) Oklahoma State Plane Coordinate System, North Zone.

EXHIBIT E – PARCEL 18.2

Legal Description: A tract of land lying in the Northeast Quarter (NE/4) of Section 3, Township 10 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, and further described as follows:

Commencing at the Northwest Corner of Said NE/4;

Thence N 89°54'17" E along the North Line of said NE/4 for a distance of 859.24 feet to the East Line as described in a Quit Claim Deed recorded in Book 2607, Page 728 with the Canadian County Clerk's Office on August 27, 2002;

Thence S 00°23'44" E along said East Line for a distance of 50.00 feet to the Point of Beginning;

Thence, continuing S 00°23'44" E along said East Line for a distance of 230.00 feet;

Thence, S 89°54'17" W and parallel to said North Line for a distance of 15.00 feet;

Thence N 00°23'44" W and parallel to said East Line for a distance of 230.00 feet;

Thence N 89°54'17" E and parallel to said North Line for a distance of 15.00 feet to the Point of Beginning.

The above described area containing 0.079 acres more or less.

Bearings are based on Grid North (N 00°00'00" E) Oklahoma State Plane Coordinate System, North Zone.

EXHIBIT F – PARCEL 18.1

Legal Description: A tract of land lying in the Northeast Quarter (NE/4) of Section 3, Township 10 North, Range 5 West, Indian Meridian, Canadian County, Oklahoma, and further described as follows:

Commencing at the Northwest Corner of said NE/4;

Thence, S 00°35'21" E along the West Line of said NE/4 for a distance of 33.00 feet to the Point of Beginning, said point being on the north statutory right-of-way line of said NE/4;

Thence, N 89°54'17" E along said north statutory right-of-way line and parallel to the North Line of said NE/4 for a distance of 859.13 feet to the East Line as described in a Quit Claim Deed recorded in Book 2607, Page 728 with the Canadian County Clerk's Office on August 27, 2002;

Thence, S 00°23'44" E along said East Line for a distance of 17.00 feet;

Thence, S 89°54'17" W and parallel to the North Line of said NE/4 for a distance of 859.07 feet to the West Line of said NE/4;

Thence, N 00°35'21" W along said West Line for a distance of 17.00 feet to the Point of Beginning.

The above described area containing 0.335 acres more or less.

Bearings Are Based on Grid North (N 00°00'00" E) Oklahoma State Plane Coordinate System, North Zone.

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 **11/06/2018** MIA Minutes
- *2. Claims List for **FY 2019**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Approval of **Schedule of Meetings** for City Council, Boards and Commissions, and Holidays for the City of Mustang/MIA for the Year 2019.

E. INFORMATION/REPORTS

1. Trustee Manager
2. Trustees

F. DISCUSSION ITEMS

- *1. **Discussion, Consideration and Possible Action** regarding Acceptance of the Comprehensive Annual Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2018.
- *2. **Discussion, Consideration and Possible Action** regarding:
 - a. Acceptance of Bids for Project Labeled Rockwell Water Tank and County Line Tank Improvements.
 - b. Awarding Lowest Qualified Bid for Project Labeled Rockwell Water Tank and County Line Tank Improvements.

- *3. **Discussion, Consideration and Possible Action** regarding:
 - a. Acceptance of Bids for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.
 - b. Awarding Lowest Qualified Bid for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

- *4. **Discussion, Consideration and Possible Action** regarding Approval of Contract and Bonds for Project Labeled S. Mustang Road Storm Sewer Project – Phase I.

G. ADJOURNMENT

**MUSTANG IMPROVEMENT AUTHORITY
NOVEMBER 6, 2018**

The Mustang Improvement Authority met in regular session on Tuesday, November 6, 2018, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Friday, November 2, 2018, at 12:05 p.m. and Amended Agenda posted as required on Monday, November 5, 2018 at 4:55 p.m. both in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

Vice Chairman Grider called the meeting to order at **7:44 p.m.**

B. ROLL CALL

Trustees Present: Pratt
Leete
Grider
Jones
McKenzie
Noblitt

Trustees Absent: Schweinberg

C. NEW BUSINESS

None.

D. CONSENT AGENDA

1. Approval of **10/02/2018** City Council Minutes
- *2. Claims List for **FY 2019**
- *3. Approval to Turn **Past Due Utility Accounts** over to the Collection Agency.
- *4. Acceptance of **Maintenance Bonds** for Water Lines, Sewer Lines and Paving/Drainage for Hunter's Springs Addition, Phase 2.

MOTION was made by **Trustee Leete**, seconded by **Trustee Noblitt**, to approve Items D-1 through D-4 of the Consent Agenda.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

E. INFORMATION/REPORTS

1. **Trustee Manager**
None.

2. **Trustees**
None.

F. DISCUSSION ITEMS

None.

G. ADJOURNMENT

MOTION was made by **Trustee Noblitt**, seconded by **Trustee Pratt**, to adjourn.

AYE: Pratt, Leete, Grider, Jones, McKenzie, Noblitt

NAY: None

Meeting was adjourned at **7:45 p.m.**

Jess Schweinberg, Chairman

Attest:

Lisa Martin, Secretary

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
19-0518	01-A1067	AC-OWEN CONSTRUCTION	TOWN CENTER EXPANSION	11/2018	17-706-14	150,280.22
19-0472	01-C0108	COWAN GROUP ENGINEERING, LLC	89TH STREET IMPROVEMENTS	11/2018	3722	551.00
19-1029	01-E1106	EST, INC.	CONSTRUCTION MANAGEMENT	11/2018	43051	18,890.00
19-0992	01-M0166	MUNICIPAL FINANCE SERVICES,	CONTINUING DISCLOSURE	11/2018	201811158834	3,000.00
19-1027	01-P0055	PLUMBCO, INC	REPLACE GAS CONTROL VALVE	11/2018	201811158829	390.00
DEPARTMENT TOTAL:						173,111.22
DEPARTMENT: 72 WATER						
19-0054	01-C0135	THE CITY OF OKLAHOMA CITY	WATER PURCHASE	11/2018	201811168836	65,893.95
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	11/2018	201811158821	10,544.49
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	11/2018	201811158825	1,562.59
DEPARTMENT TOTAL:						78,001.03
DEPARTMENT: 75 SEWER						
19-0051	01-C0117	CLEARWATER ENTERPRISE, LLC	GAS SERVICE	11/2018	8151-01810A	118.48
19-0095	01-O0010	ONE GAS, INC.	GAS SERVICE	11/2018	201811158826	436.16
19-0091	01-O0035	OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES	11/2018	201811158821	995.00
19-0094	01-O0055	OKLAHOMA GAS & ELECTRIC CO	ELECTRIC SERVICES	11/2018	201811158825	2,214.38
19-0820	01-S1145	U CHANGE LOCKS INDUSTRIES	IMOTOR ACTIVATED GATE, SCA	11/2018	1	5,166.00
19-0215	01-W0161	WYNN CONSTRUCTION CO., INC	WASTEWATER TREATMENT PLAN	11/2018	FIVE	553,538.69
DEPARTMENT TOTAL:						562,468.71
FUND TOTAL:						813,580.96

FUND: 68 - IMPROVEMENT AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 68 GENERAL GOVERNMENT						
19-0002	01-B0024	BANCFIRST	2009 OWRB LOAN PAYMENT	12/2018	201811278843	21,939.67
19-0003	01-B0024	BANCFIRST	2016 NOTE PAYMENT	12/2018	201811278844	98,377.91
19-0004	01-B0024	BANCFIRST	2017 NOTE PAYMENT	12/2018	201811278845	78,721.75
19-0006	01-B0024	BANCFIRST	2014B NOTE PAYMENT	12/2018	201811278846	94,935.41
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	11/2018	3849A	1,796.25
19-0472	01-C0108	COWAN GROUP ENGINEERING, L	89TH STREET IMPROVEMENTS	11/2018	3848	392.50
19-0019	01-C0281	MIA - 4TH PENNY EXCESS 90%	PENNY EXTENSION 90% EXCES	12/2018	201811278858	55,000.00
19-0069	01-E0043	EMERGENCY MEDICAL SERVICES	AMBULANCE ASSESSMENT	11/2018	201811278863	33,544.00
19-0008	01-G0030	GENERAL FUND	TRANSFER OPERATING FUNDS	12/2018	201811278851	245,000.00
19-0011	01-I0015	TYLER TECHNOLOGIES, INC	MONTHLY SUPPORT & HOST WE	12/2018	025-242019A	192.00
19-0015	01-L0045	LIMITED PURPOSE FUND	3RD PENNY EXCESS	12/2018	201811278854	125,000.00
19-0018	01-M0210	MUSTANG IMPROVEMENT AUTHORITY	TRANSFER CIP FEE	12/2018	201811278857	40,000.00
19-1064	01-P0045	PETTY CASH	PETTY CASH EXPENDITURES	11/2018	201811278870	51.86
19-0026	01-P0132	PERSONAL SERVICES FUND	PENNY EXTENSION 10% P.S.	12/2018	201811278859	30,000.00
19-0028	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	12/2018	201811278849	8,335.00
19-0030	01-S0205	STREET IMPROVEMENT FUND	12.5% FRANCHISE FEE	12/2018	201811278872	15,000.00
19-0854	01-S0332	SMITH ROBERTS LAND SERVICES	RIGHT-OF-WAY AND EASEMENT	11/2018	639-01	11,900.00
19-1071	01-S1002	STERLING & SONS ELECTRIC, L	POWER SERVICE TO SUMP PUM	11/2018	3621a	4,993.00
19-0411	01-Z0014	ZUERCHER TECHNOLOGIES, LLC	UPGRADE DISPATCH SYSTEM	11/2018	PA0001360	44,076.40
DEPARTMENT TOTAL:						909,255.75
DEPARTMENT: 72 WATER						
19-0007	01-C0083	CENTRAL OKLAHOMA WATER RESO	ANNUAL MEMBERSHIP DUES	12/2018	2018-2019A	16,935.00
19-0057	01-C0108	COWAN GROUP ENGINEERING, L	ENGINEERING FEES	11/2018	3849A	241.50
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	11/2018	35790	15,524.64
DEPARTMENT TOTAL:						32,701.14
DEPARTMENT: 75 SEWER						
19-0471	01-C0108	COWAN GROUP ENGINEERING, L	WWTP EXPANSION & MODIFICA	11/2018	3852	7,885.88
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	11/2018	35790	8,732.59
19-0604	01-S0332	SMITH ROBERTS LAND SERVICES	APPRAISAL AND ACQUISITIO	11/2018	628-02	1,412.50
DEPARTMENT TOTAL:						18,030.97
FUND TOTAL:						959,987.86

FUND: 70 - MIA RESERVE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 70 ADMINISTRATION						
19-0078	01-I0006	WATER HOLDINGS ACQUISITIONS	PUBLIC WORKS CONTRACTOR	11/2018	35790	2,737.81
19-0943	01-U0057	UTILITY SERVICES ASSOCIATES	LEAK DETECTION SERVICES	11/2018	125903	7,021.00
DEPARTMENT TOTAL:						9,758.81
FUND TOTAL:						9,758.81
GRAND TOTAL:						1,566,162.31