



Mustang City Council

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

Mustang City Council

MUSTANG CITY COUNCIL

Tuesday, January 6, 2026 – 7:00 PM

MUSTANG MUNICIPAL BUILDING

1501 N. MUSTANG ROAD

MUSTANG, OKLAHOMA 73064

A. **CALL TO ORDER**

B. **PLEDGE OF ALLEGIANCE/INVOCATION**

C. **ROLL CALL**

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

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

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

F. **CONSENT AGENDA**

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

- F.1** Approval of 12/2/2025 City Council Minutes.
- F.2** Claims List for FY26
- F.3** Approval to Turn Past Due Library Accounts over to Collection Agency.
- F.4** Approval of 2026 Holiday Schedule, City Council/Mustang Improvement Authority, Board of Adjustment, Planning Commission, Traffic Commission and Library Meeting Schedules
- F.5** Acceptance of Maintenance Bonds and Dedication of Water and Sanitary Sewer for Calvary Court Subdivision.
- F.6** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Soccer Association.
- F.7** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Football and Cheer Association.
- F.8** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Baseball Association.
- F.9** Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Softball Association.

G. INFORMATION/REPORTS

- G.1** Oath of Office for Officers Ethan Moody, Darius Jones and Guadalupe Salayandia.

G.2 City Manager Report

G.3 City Council Report

H. DISCUSSION ITEMS

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

H.1 Consideration for Approval of the Architectural Services Agreement w/ Studio 45 Architects for the design of the Mustang Marketplace Building.

H.2 Consideration of Ordinance No. 1334, an Ordinance of the City of Mustang, Oklahoma, amending Chapter 22, Article V of the Mustang Code of Ordinances by adding new Section 22-107 prohibiting consumption of marijuana or inhaling secondhand Marijuana smoke while operating a motor vehicle or possessing an open container of marijuana in the passenger area of an operating motor vehicle and creating penalties; Declaring repealer; Providing for severability; and declaring an emergency.

H.3 Consideration of Resolution No. 26-018, a Resolution of the City Council of the City of Mustang, Oklahoma, amending Resolution No. 24-001 to add to the Minimum Fine Schedule for violations of the City of Mustang Code of Ordinances; Providing for an effective date; and Providing for repealer.

H.4 Consideration of Ordinance No. 1335 an Ordinance of the City of Mustang, Oklahoma, declaring certain police vehicles surplus, authorizing the sale of such vehicles to other public agencies or by competitive bidding, or auction, and authorizing and directing the City Manager to execute documents to complete the transfers; and providing for severability.

- H.5** Consideration of Resolution No 26-019 Resolution of the City of Mustang, Oklahoma, approving an agreement for sale between The City of Mustang and the Weatherford Police Department, for the sale of a surplus police vehicle and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfer, and Providing for Severability.
- H.6** Public Hearing and Consideration of Ordinance No. 1336, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from R-E, Rural Estates District to R-1, Single-Family District, Declaring Repealer, and Providing for Severability.
- H.7** Public Hearing and Consideration of Ordinance No. 1337, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from A-1, Agricultural and Oil & Gas District to an R-1, Single-Family District Planned Unit Development, Declaring Repealer, and Providing for Severability.
- H.8** Public Hearing and Consideration of Special Use Permit Application SUP-11-10-25-1-25, 316 N. Chris Terr, Brenna Reaves, R-E Rural Estates District, Requesting Use for a Micro-School/Homeschool-Hybrid.
- H.9** Consideration of Ordinance No. 1338, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances, Chapter 118, Section 118-6(c) to set the monthly dates for return of temporary flow meters; Declaring repealer; and Providing for severability.

I. MATTERS FOR EXECUTIVE SESSION

- I.1** Consideration of possible purchase of real property; and, possible executive session as authorized by 25 Okla. Stat. § 307(b)(3).
- I.2** Consideration of City Attorney's Employment Agreement; and, Proposed executive session as authorized by 25 Okla. Stat. § 307(B)(1).

J. ADJOURNMENT

Note:

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



Agenda Item No: F.1

Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 12/2/2025 City Council Minutes.

Recommendation:

Initiator:

Tammi Noblitt

Background:

Approval of December 2, 2025 City Council Minutes.

Financial Impact:

Staff Comments:

Attachments:

[12-2-2025 City Council Minutes.pdf](#)

**MUSTANG CITY COUNCIL
DECEMBER 2, 2025**

The Mustang City Council met in regular session on Tuesday, December 2, 2025, at 7:00 p.m. in the Mustang Municipal Building Council Chambers. Notice of the meeting was posted as required on Tuesday, November 25, 2025 at 9:44 a.m. in compliance with the Open Meeting Law, 25 O.S., Section 301, et. seq.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE/INVOCATION - Pastor Steve Cowan, MY Church Mustang.

C. ROLL CALL

Councilmembers Present:	Reddick
	Wald
	Waugh
	Balliew
	Sholund

Councilmembers Absent:	Leete
-------------------------------	--------------

D. INTRODUCTION OF GUESTS/HEARING OF CITIZENS OR DELEGATES

None.

E. NEW BUSINESS, DELETIONS OR CONTINUANCES TO THE AGENDA

None.

F. CONSENT AGENDA

F.1 Approval of 11/4/2025 City Council Minutes.

F.2 Approval of 11/12/2025 Special City Council Minutes.

F.3 *Claims List for FY 26.

MUSTANG CITY COUNCIL

DECEMBER 2, 2025

PAGE 2

F.4 Retirement requested through the Oklahoma Municipal Retirement Fund (OkMRF) for Finance Director, Janet Watts, effective December 19, 2025.

F.5 Approval to Turn Past Due Library Accounts over to Collection Agency.

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

AYE: Reddick, Wald, Waugh, Balliew, Sholund

NAY: None

G. INFORMATION/REPORTS

G.1 Oath of Office, Mayor Michael S. Ray.

After swearing in of Michael Ray as Mayor, he took his seat with Council.

G.2 Recognition of Mustang Police Officers.

Police Chief Wallace recognized Lt. Seth Roecker, Officer Zach Abdelhadi and Officer Chris Green awarding them with the Mustang Police Department's Life Saving Award for their courageous acts of service.

Police Chief Wallace also recognized Lt. Blaine Condreay, Lt. Derek Hunt, Sgt. Jeremy Collinson, Sgt. Dakota Norman, Sgt. Brock Childs and Officer Paiton Beck awarding them with the Mustang Police Department's Medal for Meritorious Service.

G.3 City Manager Report

Reminder that the Tree Lighting was last night and it was very cold.

G.4 Council Reports

Councilman Reddick nothing to report.

Councilman Wald stated his ward was quiet.

Councilman Waugh all good in his ward

Councilwoman Balliew nothing to report.

Vice-Mayor Sholund wanted to acknowledge how proud he is of our Police Department, "Thank you". Stated that Mr. Battles was assisting him with a call that he received this past week.

Mayor Ray Thanked everyone for their support and their encouragement and he was glad to be back.

H. DISCUSSION ITEMS

- H.1 Consideration of Ordinance No. 1333 an Ordinance of the City of Mustang, Oklahoma, Declaring a Police Vehicle Surplus, Authorizing the Sale of such Vehicle pursuant to Mustang Code of Ordinances Sec. 2-196; Authorizing and Directing the City Manager to execute Documents to complete the Transfer; and Providing for Severability.

Police Chief Mike Wallace stated that this is one of the old ACO (Animal Control Officer) vehicles and that there would be no need to move it through the resale process to surrounding communities. The intention will be to scrap what they can and replace the vehicle.

MOTION was made by **Vice Mayor Sholund**, seconded by **Councilman Wald** to Approve Ordinance 1333.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray

NAY: None

- H.2 Discussion, Consideration, and Possible Action Regarding Acceptance of the Annual Comprehensive Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2025.

Jake Winkler of Arledge & Associates, presented the Annual Comprehensive Financial Report and Report on Internal Control Compliance to Council. He stated that very rarely does a City complete an Audit in 45 days with no findings. Mr. Winkler noted that the City's Finance Director, Janet Watts did a "fantastic" job and was extremely professional and knowledgeable with the GFOA standards and GASB rules. He also indicated that within the next 60 days the "Single-Audit" would be provided to the City. "This was a Great Audit", Jake Winkler, Arledge & Associates.

MOTION was made by **Councilman Wald**, seconded by **Vice Mayor Sholund** to Accept the Annual Comprehensive Financial Report and Report on Internal Control and Compliance with Government Auditing Standards for Fiscal Year ending June 30, 2025.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

- H.3 Consideration of Cable Franchise Extension Agreement between the City of Mustang and CoxComm, LLC.

City Attorney, Jon Miller informed Council that this would be a Renewal of the existing Agreement and would be finalized in Jan/Feb 2026.

MOTION was made by **Councilman Waugh**, seconded by **Councilman Wald** to Approve the Extension Agreement between the City of Mustang and CoxComm, LLC.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

- H.4 *Consideration for Approval of the Water Meter Systems Agreement with Ameresco, Inc.

Project Manager, David Russell stated that this project would be replacing 8,000 water meters, throughout the community, with electronic AMI meters. This would allow the customer to have real time evaluation ability in order to monitor their usage and detect leaks.

Councilwoman Balliew asked if this would cause the meter readers to lose their job. **Mr. Russell** replied that the current contractor has already set in place job reconstructions for those employees so that would not be an option for termination of those employees.

Councilman Waugh asked what would happen to the old meters.
Mr. Russell stated that the meters would be scraped for the copper to be recycled.

Vice Mayor Sholund indicated that this process would be a “game changer” for the City.

MOTION was made by **Vice Mayor Sholund**, seconded by **Councilwoman Balliew** to Approve the Water Meter Systems Agreement with Ameresco, Inc.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

- H.5** *Discussion, Consideration, and Possible Action to Approve Agreement between Municipal Finance Services, Inc. and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

Mr. John Wolff, Municipal Finance Services, Inc., spoke to Council regarding the 15 year history of assisting the City of Mustang with their Capital Fund and that the upcoming process of OWRB distribution of federal funds would be a smooth process for the City due to the financial strength that Mustang carries.

Councilman Waugh asked how long the process would take. **Mr. Wolff** indicated it could be put on the next Agenda as soon as January 2026.

MOTION was made by Councilman Wald, seconded by Vice Mayor Sholund to Approve Approve the Agreement between Municipal Finance Services, Inc. and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

- H.6** Discussion, Consideration, and Possible Action to Approve Agreement between The Public Finance Law Group, PLLC and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

Mr. Nathan Ellis, Public Finance Law Group, PLLC noted to Council that they have been the Bond Counsel for the City of Mustang for the past 20 years and will continue to draft documents needed and write all opinions related to the OWRB loan.

MOTION was made by Councilman Reddick, seconded by Councilman Wald to Approve the Agreement between Municipal Finance Services, Inc. and the City of Mustang and its Public Trust including the Mustang Improvement Authority.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

- H.7** *Discussion, Consideration, and Possible Action regarding Resolution No. 26-016, a Resolution of the City of Mustang, Oklahoma (the "City") approving the incurrence of Indebtedness by The Mustang Improvement Authority (the "Authority") issuing, sale and delivery of a promissory note of the Authority to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement, as amended, by and between the City and the Authority pertaining to certain water and sanitary sewer systems; ratifying and confirming a sales tax agreement by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto.

City Attorney, Jon Miller informed Council the Resolution would be explicit to both the City and the Mustang Improvement Authority.

MOTION was made by Councilwoman Balliew, seconded by Councilman Waugh to Approve Resolution 26-016.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

- H.8** *Discussion, Consideration, and Possible Action regarding Resolution No. 26-017, a Resolution of the Mustang Improvement Authority (the "Borrower") approving and authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not-to-exceed \$6,200,000; approving the issuance of a promissory note in the total aggregate principal amount of not-to-exceed \$6,200,000 secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for loan agreement for Clean Water SRF Loan; designating a local trustee and approving and authorizing the execution of a trust agreement, approving and authorizing the execution of a security agreement, ratifying and confirming a lease agreement, as amended, by and between the City of Mustang, Oklahoma (the "City") and the borrower pertaining to certain water and sanitary sewer systems; ratifying and confirming a sales tax agreement by and between the City and the Borrower pertaining to a year-to-year pledge of certain sales tax revenue; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing the establishment of a project costs disbursement account and the payment of fees and expenses; and containing other provisions related thereto.

City Attorney, Jon Miller stated that this Resolution authorizes the Mustang Improvement Authority to issue a promissory note 15 years beyond completion. The rate would be locked in 10 days before the date of the note.

Vice Mayor Sholund inquired if the rate is fixed?

Mr. John Wolff, Municipal Finance Services, Inc. noted, YES.

MOTION was made by **Councilman Wald**, seconded by **Vice Mayor Sholund** to Approve Resolution 26-017.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray

NAY: None

I. **MATTERS FOR EXECUTIVE SESSION**

- I.1 Consideration of City Manager's Employment Agreement; and,
proposed Executive Session as authorized by 25 Okla. Stat.
307(B)(1).

MOTION to Adjourn to Executive Session made by **Mayor Ray** seconded by
Vice Mayor Sholund at 7:44pm.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

Returned from Executive Session at 8:55p.m.

MOTION to proceed as discussed in Executive Session made by **Vice Mayor Sholund** seconded by **Councilman Waugh**.

AYE: Reddick, Wald, Waugh, Balliew, Sholund, Ray
NAY: None

J. **ADJOURNMENT**

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

AYE: Reddick, Waugh, Balliew, Sholund, Ray
NAY: None

The meeting was adjourned at **8:56 p.m.**

Mayor, Michael Ray

Attest:

Tammi Noblitt, City Clerk



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Ashley Neely

Submitting Department: Finance

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Claims List for FY26

Recommendation:

Approve.

Initiator:

Lea Willrath

Background:

Claims List for FY26

Financial Impact:

\$401,645.93

Staff Comments:

Attachments:

[GF Claims List - FY26.pdf](#)

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11		CITY MANAGER				
26-1085	01-L1015	THE LOKAL RESTAURANT MUSTANCHRISTMAS PARTY CATERING		12/2025	000014	3,400.00
DEPARTMENT TOTAL:						3,400.00
FUND TOTAL:						3,400.00

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
26-0022	01-B0130	CHRISTOPHER HOWARD BOX	ALTERNATE JUDGE	11/2025	202512174848	475.00
26-0870	01-B0222	BRADLEY WERNER, LLC	COX FRANCHISE RENEWAL	12/2025	24437	1,475.00
26-1077	01-M0343	JON MILLER	IMLA CONF -LYFT REIMBURSE	10/2025	202512174857	63.24
DEPARTMENT TOTAL:						2,013.24
DEPARTMENT: 11 CITY MANAGER						
26-0025	01-B0274	HEALTH CARE SERVICE CORPORARETIREE HEALTH INSURANCE		12/2025	202512174845	3,317.07
26-0024	01-D1082	DELTA DENTAL PLAN OF OKLAHORETIREE DENTAL INSURANCE		12/2025	202512174846	460.98
26-0270	01-H0167	HEALTH CARE SERVICE CORPORACOBRA INSURANCE ADMIN FEE		12/2025	240832NOV2025	245.00
26-0275	01-J1071	CRUSH ENTERPRISES LLC	CLEANING SERVICES	12/2025	INV263336	880.00
26-0286	01-M0180	MUSTANG CHAMBER OF COMMERCECHAMBER LUNCHEONS		11/2025	21887	40.00
26-0291	01-M0234	MUSTANG TIMES, LLC	LEGAL PUBLICATIONS	11/2025	MT620007	1,993.20
26-0118	01-P0216	PAYCOR, INC.	PAYCOR SOFTWARE SUPPORT	7/2025	INV00072197	639.00
26-0118	01-P0216	PAYCOR, INC.	PAYCOR SOFTWARE SUPPORT	11/2025	INV00074158	639.00
26-0023	01-S0137	STANDARD INSURANCE COMPANY	RETIREE VISION INSURANCE	12/2025	202512174847	68.64
DEPARTMENT TOTAL:						8,282.89
DEPARTMENT: 12 LIBRARY						
26-0958	01-A0170	AMAZON CAPITAL SERVICES	ADULT BOOKS	12/2025	14GW-DFTN-JMC6	700.03
26-0091	01-C1014	CENGAGE LEARNING, INC.	LARGE PRINT BOOKS	12/2025	999101772687	814.98
26-0087	01-C1068	CDW LLC	INK SUPPLIES	12/2025	AH11H5U	283.29
26-0088	01-I0023	INGRAM LIBRARY SERVICES LLC	BOOKS - JUVENILE	11/2025	92180375	109.97
26-0089	01-I0023	INGRAM LIBRARY SERVICES LLC	BOOKS - YA	11/2025	92180374	18.84
26-0086	01-O0129	OVERDRIVE, INC.	EBOOK SUBSCRIPTION RENEWA	11/2025	H-0118548	3,000.00
26-1079	01-S1023	CRESHIA STARK	BILINGUAL STORY TIME	12/2025	202512174864	60.00
DEPARTMENT TOTAL:						4,987.11
DEPARTMENT: 13 PARKS AND RECREATION						
26-0864	01-A2017	AMERICAN PIZZA PARTNERS, LP	PIZZA FOR EVENT	12/2025	A271276	65.00
26-0978	01-B1026	B&C APPAREL	BASKETBALL TEAM SHIRTS	11/2025	4547	2,200.41
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	11/2025	4251104487	56.88
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2025	4252740515	98.99
26-0192	01-C0286	CIVICPLUS, LLC	CIVIC REC SOFTWARE FEES	11/2025	357573	677.57
26-0968	01-P0086	MINISTRY BRANDS PARENT, LLC	BACKGROUND CHECKS	11/2025	1347139	208.45
26-1043	01-RF0055	JORDAN SPANGLER	MEMBERSHIP REFUND	12/2025	98045902CR	50.00
26-1030	01-RF0183	CHRIS CLARK	ROOM RENTAL REFUND	11/2025	96684595CR	135.00
26-0189	01-S0156	STREET SIDE LTD. CO., INC.	CHRISTMAS TREE & LIGHTS	11/2025	1288	23,048.00
DEPARTMENT TOTAL:						26,540.30

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 15		GENERAL GOVERNMENT				
26-0112	01-C0025	CANADIAN COUNTY ELECTION	BOSPECIAL ELECTION	11/2025	202512174849	3,099.57
26-0326	01-C0025	CANADIAN COUNTY ELECTION	BOPRE-ELECTION & ELECTION	11/2025	202512174850	189.11
26-0245	01-D0088	STATE OF OKLAHOMA - DEPART	MINMATE LABOR	12/2025	UNCCC-306 1125	540.00
26-1080	01-M0200	MUSTANG FLOWERS & GIFTS,	INDECORATE WELCOME SIGNS	11/2025	1000066696	2,000.00
26-0298	01-00014	OKLAHOMA MUNICIPAL ASSURAN	CPUBLIC OFFICIAL BOARD	12/2025	202512174860	519.38
26-0035	01-S0085	SILVER STAR CONSTRUCTION	COSTREET & MOWING CONTRACT	11/2025	35986	80,671.89
26-0356	01-S0173	STANDLEY SYSTEMS, LLC	COPIER LEASE/USAGE	11/2025	INV1888737	2,242.65
26-0354	01-S0306	SETH BRANDON SHAY	PEST CONTROL SERVICES	11/2025	2418	760.00
DEPARTMENT TOTAL:						90,022.60
DEPARTMENT: 18		TOWN CENTER				
26-0205	01-A0227	ALLIED ELEVATOR SERVICES,	IMONTHLY MAINTENANCE	12/2025	2150918	175.00
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	11/2025	4251104487	1,123.16
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2025	4252740515	1,126.39
26-0210	01-D0089	DAVE'S SAFE & LOCK LLC	KEY REPLACEMENT/LOCK REPA	12/2025	9203	105.00
26-1038	01-D0134	DON'S PLUMBING INC	PLUMBING REPAIRS	12/2025	WO-9875	275.00
26-0202	01-E0115	ERC ACQUISITION INC.	GYM WIPES	11/2025	IN05615831	199.80
26-0202	01-E0115	ERC ACQUISITION INC.	GYM WIPES	12/2025	IN05644827	388.00
26-0199	01-J1071	CRUSH ENTERPRISES LLC	TOWN CENTER CLEANING	12/2025	INV263338	3,595.00
26-0208	01-N0047	NOVALCO INC	DOOR REPAIRS	12/2025	14359425	189.00
26-1037	01-W0132	WIPES LLC	GYM WIPES	12/2025	22628	94.97
DEPARTMENT TOTAL:						7,271.32
DEPARTMENT: 19		BALL COMPLEX				
26-0732	01-A0110	ALL SEASON BUILDING SUPPLY	EQUIPMENT	11/2025	424265	205.87
26-0225	01-B1019	BEN E. KEITH COMPANY	CONCESSION SUPPLIES	12/2025	55341032	405.11
26-0232	01-F0144	405 TECHNOLOGY SOLUTIONS,	LPOS SYSTEM FOR CONCESSION	12/2025	3245	133.25
26-1045	01-L0052	LOCKE SUPPLY CO	SPORTS COMPLEX LED LIGHTS	12/2025	57106747-00	780.33
26-0768	01-Q0013	QUICKSCORES LLC	SCHEDULING SOFTWARE	12/2025	252690	98.00
26-0994	01-S0258	TRAVIS E GROOMS	IRRIGATION REPAIRS	11/2025	19736	564.98
DEPARTMENT TOTAL:						2,187.54

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20		AQUATICS				
26-1033	01-D0134	DON'S PLUMBING INC	WINTERIZE & REPAIR POOL	11/2025	WO-9862	720.00
DEPARTMENT TOTAL:						720.00
DEPARTMENT: 21		FINANCE				
26-0230	01-C0245	CRAWFORD & ASSOCIATES, P.C.	CONSULTING, GASB REVIEWS	11/2025	34698	4,995.00
26-1101	01-G0085	GOVERNMENT FINANCE OFFICERS	SGFOA ANNUAL DUES	12/2025	132352005-2026	500.00
26-0349	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	CASH RECEIPTS	11/2025	770906	404.66
26-1011	01-Q0003	QUIK PRINT OF OKLAHOMA CITY	FINANCE PRINTING	11/2025	770907	363.14
DEPARTMENT TOTAL:						6,262.80
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
26-0175	01-C0020	CANADIAN COUNTY CLERK	FILING FEES FOR ABATEMENT	11/2025	R910978	38.00
26-0173	01-M0234	MUSTANG TIMES, LLC	LEGAL PUBLICATION	11/2025	MT620008	99.00
26-1063	01-O0086	OKLAHOMA CODE ENFORCEMENT	ANNUAL MEMBERSHIP FEE	12/2025	16186103	50.00
DEPARTMENT TOTAL:						187.00
DEPARTMENT: 41		POLICE				
26-0400	01-A0039	ASC INCORPORATED	MISC. VEHICLE PARTS	10/2025	215697	364.42
26-0405	01-B0006	KARBS TOWING LLC	MISC. TOWING NEEDS	12/2025	25-84631	50.00
26-0403	01-B0090	LEEDS WEST INVESTMENT GROUP	POIL CHANGES	11/2025	036052-72590	171.66
26-0403	01-B0090	LEEDS WEST INVESTMENT GROUP	POIL CHANGES	12/2025	036052-74110	183.66
26-0462	01-C0232	COPS PRODUCTS, LLC	OUTER CARRIER	12/2025	202506054	1,166.40
26-0528	01-C0232	COPS PRODUCTS, LLC	UNIFORM ORDER - NEW HIRES	11/2025	202506004	4,433.50
26-0905	01-C2004	COMPLIANCE RESOURCE GROUP,	NEW HIRE PENSION PHYSICAL	11/2025	92518	1,860.00
26-0418	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	11/2025	OK-655661	150.00
26-0418	01-F0078	DAIOHS USA, INC	ICE MACHINE RENTAL & SERV	12/2025	OK-906399	141.75
26-0420	01-F1023	FLOCK GROUP INC.	ANNUAL CAMERA AGREEMENT	12/2025	INV-81260	6,000.00
26-0642	01-G0086	W.W. GRAINGER, INC.	SECURITY GATE ARMS	9/2025	9610466436	172.80
26-0936	01-G0148	GUARDIAN ALLIANCE TECHNOLOG	BACKGROUND INVESTIGATIONS	11/2025	31712	65.00
26-0422	01-J1071	CRUSH ENTERPRISES LLC	FACILITY CLEANING	12/2025	INV263337	1,585.00
26-0812	01-M0115	MTM RECOGNITION CORPORATION	LIFE SAVING AWARDS	12/2025	6266351	430.00
26-0423	01-M0170	DAVID L. MORRIS	MISC VEHICLE MAINTENANCE	12/2025	285-12122025	390.00
26-1000	01-R0194	ROBERT SHAWN ROBERSON	NEW HIRE PSYCH EVAL	12/2025	202512174862	600.00
26-0429	01-S0156	STREET SIDE LTD. CO., INC.	CHRISTMAS LIGHTS	11/2025	1289	2,187.50
26-0430	01-T0029	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE TOOL	12/2025	852889392	277.67
26-0432	01-T1055	BRANDONS TOWN PLAZA CLEANER	UNIFORM CLEANING	9/2025	202512174866	507.25
26-0495	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	11/2025	2770290720	40.56
26-0495	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	12/2025	2770294144	40.56
DEPARTMENT TOTAL:						20,817.73

FUND: 01 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42						
ANIMAL WELFARE						
26-0450	01-H0182	HALO ANIMAL HOSPITAL	VETERINARY SERVICES	10/2025	448487	35.00
26-0450	01-H0182	HALO ANIMAL HOSPITAL	VETERINARY SERVICES	12/2025	450380	75.00
26-0444	01-J1071	CRUSH ENTERPRISES LLC	FACILITY CLEANING	12/2025	INV263335	395.00
26-0452	01-00273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	11/2025	2362901	405.00
26-0452	01-00273	OKLAHOMA HUMANE SOCIETY	SPAY & NEUTER SERVICES	12/2025	2368733	435.00
26-0046	01-P0181	PLAN-IT FIRE, LLC	MONTHLY ALARM MONITORING	12/2025	20255124	41.00
DEPARTMENT TOTAL:						1,386.00
DEPARTMENT: 51						
FIRE						
26-0392	01-A0110	ALL SEASON BUILDING SUPPLY	BUILDING REPAIR & MAINT	12/2025	426419	24.94
26-0999	01-C1068	CDW LLC	TRIPP LITE SERVER BACK UP	11/2025	AG8579Z	287.11
26-1070	01-J1017	JONATHAN DUNCAN	EXTINGUISHER & RECHARGES	12/2025	2187911	619.99
26-0973	01-N0003	NORTH AMERICA FIRE EQUIPMEN	BUNKER GEAR REPAIR	11/2025	1381256	1,138.65
26-0706	01-00022	STATE OF OKLAHOMA	PARAMEDIC/EMS PROGRAM	12/2025	0602813_25F	503.18
26-0391	01-00025	O'REILLY AUTOMOTIVE STORES,	VEHICLE REPAIR & MAINT	12/2025	0309-416379	61.64
26-1024	01-S0206	STOLZ TELECOM, LLC	STATION 1 ALERT LABOR	11/2025	INV-005895	300.00
26-0956	01-T1087	THOMAS ENERGY SYSTEMS, INC	HMI MONITOR-AIR MACHINE	11/2025	990580	2,980.37
26-0371	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	11/2025	2770290708	83.99
DEPARTMENT TOTAL:						5,999.87
FUND TOTAL:						176,678.40

FUND: 05 - PARK IMPROVEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
26-0981	01-R1029	TIMOTHY GEORGE RAMEY	OUTLETS - STORAGE BLDG	12/2025	202512174871	900.00
26-0553	01-S0258	TRAVIS E GROOMS	IRRIGATION REPAIR	11/2025	19683	300.10
DEPARTMENT TOTAL:						1,200.10
FUND TOTAL:						1,200.10

FUND: 07 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07		ADMINISTRATION				
26-0991	01-I0023	INGRAM LIBRARY SERVICES LLCBOOKS		11/2025	92145157	1,590.85
26-1006	01-M0332	ANNE CONAWAY-CAMPBELL MORALPAINT PROGRAM		11/2025	26-1006	80.00
DEPARTMENT TOTAL:						1,670.85
FUND TOTAL:						1,670.85

FUND: 14 - STREET/DRAINAGE IMP

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 14		ADMINISTRATION				
26-0007	01-S0085	SILVER STAR CONSTRUCTION COMAINTENANCE CAPS		11/2025	35987	7,540.16
DEPARTMENT TOTAL:						7,540.16
FUND TOTAL:						7,540.16

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 CITY MANAGER						
26-0368	01-P0173	PLACER LABS INC.	PLACER SOFTWARE	11/2025	INUS06713	12,444.50
DEPARTMENT TOTAL:						12,444.50
DEPARTMENT: 15 GENERAL GOVERNMENT						
26-0846	01-C1068	CDW LLC	EXCHANGE SERVER LICENSES	10/2025	AG3XY2S	
26-0846	01-C1068	CDW LLC	EXCHANGE SERVER LICENSES	11/2025	AH1ET2I	16,954.85
DEPARTMENT TOTAL:						16,954.85
DEPARTMENT: 18 TOWN CENTER						
26-0778	01-C2231	CORY'S AUDIO VISUAL SERVICE	PROJECTOR	12/2025	16949	7,668.35
DEPARTMENT TOTAL:						7,668.35
DEPARTMENT: 61 STREETS						
26-1005	01-A0303	APEX FENCE & CONSTRUCTION	L3 RAIL - Priefert Fence	11/2025	4202	6,750.00
DEPARTMENT TOTAL:						6,750.00
DEPARTMENT: 72 WATER						
26-0164	01-C1197	CORE & MAIN LP	PARTS FOR WATER LINES	11/2025	CNV1000018746	980.63
26-0345	01-P0049	PIIONEER SUPPLY LLC	PARTS FOR WATER LINES	11/2025	INV90975	658.44
26-1025	01-P0049	PIIONEER SUPPLY LLC	METERS & WATERLINE PARTS	11/2025	INV90974	10,974.00
DEPARTMENT TOTAL:						12,613.07
FUND TOTAL:						56,430.77

FUND: 69 - RISK MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00 ADMINISTRATION						
26-1092	01-C0340	CENTRALINK, LLC	WC 2025-03 DOS: 7/22/25	12/2025	202512174851	73.28
26-1093	01-C1180	COMMUNITY HOSPITAL LLC	WC 2024-07 DOS: 8/18/25	12/2025	202512174852	19,932.69
26-1094	01-H0200	HEALTH SYSTEMS	WC 2007-09	12/2025	202512174853	13,709.53
26-1096	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	2025-03 DOS: 10/29/25	12/2025	202512174856	518.56
26-1097	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	2025-03	12/2025	202512174854	126.40
26-1098	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	2024-07	12/2025	202512174855	1,466.19
26-1048	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-03	12/2025	202512174858	1,509.57
26-1095	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-03	12/2025	202512174859	4,948.82
26-0357	01-O0181	STATE OF OKLAHOMA	MULTIJURY TRUST FUND	9/2025	202512174861	818.21
26-1099	01-S0255	SSM HEALTH CARE OF OKLAHOMAWC	2025-04 DOS: 8/24/25	12/2025	202512174863	670.25
26-1100	01-T024	THE PHYSICIANS GROUP LLC	WC 2024-07	12/2025	202512174865	1,882.82
26-1049	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2025-03 & WC 2024-07	12/2025	202512174867	585.95
DEPARTMENT TOTAL:						46,242.27
FUND TOTAL:						46,242.27

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01 CITY ATTORNEY						
26-0021	01-H0045	RALPH STEVEN HUDDLESTON	JUDGE	1/2026	202512304888	1,900.00
26-0020	01-00042	MICHEAL S. OGLESBY	CITY PROSECUTOR	1/2026	202512304887	864.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	34.00
DEPARTMENT TOTAL:						2,798.00
DEPARTMENT: 05 INFORMATION TECHNOLOGY						
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	25.00
DEPARTMENT TOTAL:						25.00
DEPARTMENT: 11 CITY MANAGER						
26-0275	01-J1071	CRUSH ENTERPRISES LLC	CLEANING SERVICES	1/2026	INV277361	880.00
26-0291	01-M0234	MUSTANG TIMES, LLC	LEGAL PUBLICATIONS	11/2025	MT620013	30.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	83.00
DEPARTMENT TOTAL:						993.00
DEPARTMENT: 12 LIBRARY						
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	4.00
DEPARTMENT TOTAL:						4.00
DEPARTMENT: 13 PARKS AND RECREATION						
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2025	4253384771	113.04
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	133.00
DEPARTMENT TOTAL:						246.04
DEPARTMENT: 15 GENERAL GOVERNMENT						
26-0037	01-A1000	ATWOOD DISTRIBUTING L.P.	ATWOODS SALES TAX	1/2026	202512304880	13,048.69
26-0537	01-K0127	KG SC HOLDINGS, LLC	HOMELAND TAX REBATE	1/2026	202512304886	5,000.00
26-1002	01-O0179	STATE OF OKLAHOMA	BOILER & TANK INSPECTIONS	12/2025	202512304899A	50.00
DEPARTMENT TOTAL:						18,098.69

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 18		TOWN CENTER				
26-0201	01-C0106	CINTAS CORPORATION NO. 2	JANITORIAL SUPPLIES	12/2025	4253384771	1,182.76
26-0211	01-D0134	DON'S PLUMBING INC	PLUMBING REPAIRS	12/2025	WO-9933A	162.77
26-0888	01-G0150	G SQUARED PROPERTIES LLC	ROOF REPAIRS	10/2025	000696	4,900.00
26-0203	01-H0165	HD SUPPLY, INC	JANITORIAL SUPPLIES	12/2025	9243898275	269.33
26-0199	01-J1071	CRUSH ENTERPRISES LLC	TOWN CENTER CLEANING	1/2026	INV277363	3,595.00
26-1002	01-Q0179	STATE OF OKLAHOMA	BOILER & TANK INSPECTIONS	12/2025	202512304899A	300.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	17.00
26-0535	01-U0017	UNIVERSAL ROOFING & SHEET	MROOF REPAIRS	12/2025	11759	7,654.00
DEPARTMENT TOTAL:						18,080.86
DEPARTMENT: 19		BALL COMPLEX				
26-1051	01-D0235	BLAKE DICKSON	SFMA CONFERENCE PER DIEM	12/2025	202512304894	236.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	58.00
DEPARTMENT TOTAL:						294.00
DEPARTMENT: 20		AQUATICS				
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	17.00
DEPARTMENT TOTAL:						17.00
DEPARTMENT: 21		FINANCE				
26-0230	01-C0245	CRAWFORD & ASSOCIATES, P.C.	CONSULTING, GASB REVIEWS	12/2025	34839	2,080.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	42.00
DEPARTMENT TOTAL:						2,122.00
DEPARTMENT: 31		COMMUNITY DEVELOPMENT				
26-0180	01-O0096	OKLAHOMA UNIFORM BUILDING	CBUILDING PERMIT FEES	11/2025	NOV2025	332.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	58.00
DEPARTMENT TOTAL:						390.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41 POLICE						
26-0675	01-B1017	BENJAMIN BRAUER	TUITION REIMBURSEMENT	12/2025	202512304891	850.00
26-1002	01-00179	STATE OF OKLAHOMA	BOILER & TANK INSPECTIONS	12/2025	202512304899A	50.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	808.00
26-0495	01-U0055	UNIFIRST HOLDINGS INC.	ENTRY MATS CLEANING	12/2025	2770297616	40.56
DEPARTMENT TOTAL:						1,748.56
DEPARTMENT: 42 ANIMAL WELFARE						
26-0443	01-D0090	STATE OF OK - DEPT OF PUBLIOLETS	USER FEES	12/2025	LET-021170A	18.00
26-1002	01-00179	STATE OF OKLAHOMA	BOILER & TANK INSPECTIONS	12/2025	202512304899A	50.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	25.00
DEPARTMENT TOTAL:						93.00
DEPARTMENT: 44 SUPPORT SERVICES						
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	81.00
DEPARTMENT TOTAL:						81.00
DEPARTMENT: 51 FIRE						
26-0969	01-B1149	BANNER FIRE EQUIPMENT INC	ANNUAL PM INSPECTIONS	12/2025	1111-11655	2,107.92
26-1088	01-C0060	CRAIG CARRUTH	OFCA WINTER WORKSHOP	12/2025	202512304892	118.00
26-0753	01-I1126	INDUSTRIAL TRUCK EQUIPMENT,LADDER-1	BODY REPAIR	12/2025	103523	25,483.10
26-0880	01-I1126	INDUSTRIAL TRUCK EQUIPMENT,LADDER-1	BODY REPAIR	12/2025	103523A	4,180.91
26-0374	01-00059	OHD, LLLP	FIT TEST CALIBRATION	12/2025	INV-1572	5,495.00
26-1002	01-00179	STATE OF OKLAHOMA	BOILER & TANK INSPECTIONS	12/2025	202512304899A	100.00
26-0830	01-00215	OKLAHOMA STATE UNIVERSITY	FIRE OFFICER 1 - CLASS	12/2025	0102353	350.00
26-0006	01-R0090	RISK MANAGEMENT FUND	WORKERS COMP FEES	1/2026	202512304890	750.00
26-1119	01-S0230	ALLEN SYLVESTER	OFCA WINTER WORKSHOP	1/2026	202512304900	59.00
26-1120	01-S1186	JONATHAN SPRAGUE	OFCA WINTER WORKSHOP	1/2026	202512304901	59.00
26-1103	01-T0002	T & W TIRE LLC	TIRES	12/2025	1090182489	5,174.44
26-0371	01-U0055	UNIFIRST HOLDINGS INC.	SHOP TOWEL SERVICE	12/2025	2770297581	86.56
DEPARTMENT TOTAL:						43,963.93
FUND TOTAL:						88,955.08

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
26-1052	01-D0177	DUTTON RENT ALL, INC.	PORT-A-POTTY RENTALS	10/2025	112335-3	210.00
26-1052	01-D0177	DUTTON RENT ALL, INC.	PORT-A-POTTY RENTALS	11/2025	112335A-3	213.15
26-1052	01-D0177	DUTTON RENT ALL, INC.	PORT-A-POTTY RENTALS	12/2025	112335B-3	213.15
DEPARTMENT TOTAL:						636.30
FUND TOTAL:						636.30

12/30/2025 3:20 PM

PURCHASE ORDER CLAIM REGISTER

PAGE: 5

FUND: 08 - PD TRAFFIC ENFORCEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 41		POLICE ENFORCEMENT				
26-0415	01-D0090	STATE OF OK - DEPT OF PUBLIOLETS ACCESS FEES			12/2025 LET-021170	737.00
DEPARTMENT TOTAL:						737.00
FUND TOTAL:						737.00

FUND: 39 - LIMITED PURPOSE

SUMMARY REPORT

P.O.#	VENDOR.#	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13		PARK AND RECREATION				
26-1073	01-D0134	DON'S PLUMBING INC	HOT WATER HEATER	12/2025	WO-9933	1,800.00
26-1060	01-G0150	G SQUARED PROPERTIES LLC	OFFICE WINDOW	12/2025	46-2	6,931.00
26-1114	01-G0150	G SQUARED PROPERTIES LLC	OFFICE WINDOW	12/2025	117-3	1,658.42
26-1054	01-N0047	NOVALCO INC	REC CENTER DOOR	12/2025	14359583	1,240.44
DEPARTMENT TOTAL:						11,629.86
DEPARTMENT: 72		WATER				
26-0281	01-L0052	LOCKE SUPPLY CO	PARTS FOR WATER LINES	12/2025	57234496-00	872.03
26-1025	01-P0049	PIONEER SUPPLY LLC	METERS & WATERLINE PARTS	12/2025	INV92090	1,245.50
DEPARTMENT TOTAL:						2,117.53
FUND TOTAL:						13,747.39

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 00		ADMINISTRATION				
26-1130	01-C0340	CENTRALINK, LLC	WC 2024-07 - DOS 8/18/25	12/2025	202512304893	115.67
26-1131	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	2025-03	12/2025	202512304897	61.94
26-1132	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	2024-07, 2025-04/03	12/2025	202512304896	687.19
26-1139	01-M0267	MEDICAL CLAIMS REVIEW SERVIWC	CLAIM 2024-07	12/2025	202512304895	81.12
26-1134	01-M1237	MCBRIDE CLINIC ORTHOPEDIC HWC	2025-03 - DOS 9/15/25	12/2025	202512304898	349.92
26-1133	01-T024	THE PHYSICIANS GROUP LLC	WC 2024-07 - DOS 10/1/25	12/2025	202512304902	32.40
26-1138	01-V0063	VALERE MEDICAL PLLC	WC 2007-09 - DOS 7/3/25	12/2025	202512304903	295.57
26-1135	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2025-03 & 2024-07	12/2025	202512304906	1,415.56
26-1136	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2024-07	12/2025	202512304905	311.32
26-1137	01-V0106	VALIR OUTPATIENT CLINICS, LWC	2025-03	12/2025	202512304904	1,056.92
DEPARTMENT TOTAL:						4,407.61
FUND TOTAL:						4,407.61

JAN 2026 VISA

<u>DEPT</u>		
501	ATTORNEY	\$ 3,000.00
511	CITY MANAGER	\$ 1,600.00
512	LIBRARY	\$ 6,000.00
513	PARKS & RECREATION	\$ 14,000.00
515	GENERAL GOVERNMENT	\$ 3,100.00
518	TOWN CENTER	\$ 3,000.00
520	AQUATICS	\$ 1,000.00
521	FINANCE	\$ 500.00
531	COMM. DEV.	\$ 1,600.00
541	POLICE	\$ 9,000.00
551	FIRE	\$ 7,000.00
TOTAL		\$ 49,800.00

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



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Julie Slupe

Submitting Department: Library

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

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

Recommendation:

Approve.

Initiator:

Julie Slupe

Background:

Past Due Accounts for December 2025.

Financial Impact:

\$961.98

Staff Comments:

Attachments:

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

[illegible]



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Tammi Noblitt

Submitting Department: City Clerk

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of 2026 Holiday Schedule, City Council/Mustang Improvement Authority, Board of Adjustment, Planning Commission, Traffic Commission and Library Meeting Schedules

Recommendation:

Staff recommends approval.

Initiator:

Tammi Noblitt, City Clerk

Background:

Annual approval of all City of Mustang Boards meeting schedules.

Financial Impact:

None

Staff Comments:

Staff recommends approval of this Agenda Item.

Attachments:

[2026 Schedule of Meetings.pdf](#)

CITY OF MUSTANG

2026 HOLIDAY SCHEDULE

FOR ALL CITY PERSONNEL (INCLUDING EMERGENCY/LAW ENFORCEMENT)

<u>DAY</u>	<u>DATE</u>	<u>HOLIDAY</u>
THURSDAY	January 1 st	NEW YEAR'S DAY
MONDAY	January 19 th	MARTIN LUTHER KING JR DAY
MONDAY	February 16 th	PRESIDENT'S DAY
MONDAY	May 25 th	MEMORIAL DAY
FRIDAY	June 19 th	JUNETEENTH DAY
FRIDAY	July 3 th	INDEPENDENCE DAY
MONDAY	September 7 th	LABOR DAY
WEDNESDAY	November 11 th	VETERANS DAY
THURSDAY	November 26 th	THANKSGIVING
FRIDAY	November 27 th	
THURSDAY	December 24 th	CHRISTMAS EVE
FRIDAY	December 25 th	CHRISTMAS

These are the dates that City Hall will be closed in observance of the above holidays.

RECEIVED DEC 15 2025
Aminda Abbott
City Clerk

**2026 SCHEDULE OF MEETINGS
MUSTANG CITY COUNCIL AND MUSTANG IMPROVEMENT AUTHORITY
MUSTANG MUNICIPAL BUILDING
1501 N. MUSTANG ROAD
MUSTANG, OKLAHOMA
1ST TUESDAY OF EACH MONTH @ 7:00 PM***

DATE

Tuesday, 01/06/26

Tuesday, 02/03/26

Tuesday, 03/03/26

Tuesday, 04/07/26

Tuesday, 05/05/26

Tuesday, 06/02/26

Tuesday, 07/07/26

Tuesday, 08/04/26

Tuesday, 09/01/26

Tuesday, 10/06/26

Tuesday, 11/03/26

Tuesday, 12/01/26

****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



Tammi Noblitt, City Clerk

RECEIVED DEC 15 2025

MUSTANG BOARD OF ADJUSTMENT 2026 MEETING SCHEDULE

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

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

RECEIVED DEC 15 2025
Samuel Webb
City Clerk

MUSTANG PLANNING COMMISSION 2026 MEETING SCHEDULE

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

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

RECEIVED DEC 15 2025
Annunzio
City Clerk

MUSTANG TRAFFIC COMMISSION 2025 MEETING SCHEDULE

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

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

RECEIVED DEC 15 2025
Dan Smith
City Clerk

Mustang Library Board of Trustees

2026 Meeting Dates

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

January 22, 2026

February 26, 2026

March 26, 2026

April 23, 2026

May 28, 2026

June 25, 2026

July 23, 2026

August 27, 2026

September 24, 2026

October 22, 2026

*November 19, 2026

*December— no meeting

RECEIVED DEC 15 2025
Samira Nohait
City Clerk



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Acceptance of Maintenance Bonds and Dedication of Water and Sanitary Sewer for Calvary Court Subdivision.

Recommendation:

Accept Dedication.

Initiator:

Ryan Conner, Community Development Director

Background:

The Final Plat for the Calvary Court subdivision, a 4-plex Townhome development with 16 total units, was approved by the City Council in February 2025. This development is located on the South side of SH 152 just West of Czech Hall Rd. The infrastructure improvements - Water & Sewer - started construction during the summer and wrapped up about a month ago, having been inspected and recommended for acceptance by our Chief Building Official. The attached Maintenance Bonds meet section 106-475 and are for 110% of the construction cost for a 2 year period. The paving within the subdivision will be privately maintained.

Financial Impact:

0

Staff Comments:

Staff recommends acceptance of the water & sewer infrastructure and attached Maintenance Bonds.

Attachments:

[Calvary Court - Sewer - Maintenance Bond.pdf](#)

[Calvary Court - Waterline - Maintenance Bond.pdf](#)

WATER AND SEWER MAINTENANCE BOND

Bond #101549760

KNOW ALL MEN BY THESE PRESENTS:

That we, United Trenching, Inc., 5506 Stewart Dr., Mustang OK 73064, as Principal, and Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, IA 50266 as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of **One Hundred Nineteen Thousand Two Hundred Seventy One & 90/100**, (\$119,271.90), such sum being equal to 110% of the contract price, for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 24th day of June, 2025. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Public Wastewater Main Project, Calvary Court/Mustang Townhomes all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

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

Attest:



Karen Ellison – Secretary

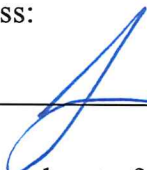
United Trenching, Inc.
Principal

By: 

Tony Ellison - President



Witness:



Merchants National Bonding, Inc.
Surety

By: 

Attorney-in-Fact – Wendy Hollen

Approved as to form this _____ day of _____, 20____.

City Attorney

REVIEWED AND APPROVED by the Council of the City of Mustang this
_____ day of _____, 20____.

Attest:

City Clerk

Mayor

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy Hollen

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

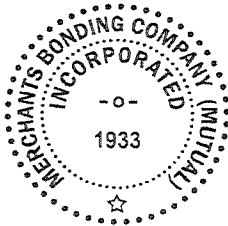
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of June, 2025.



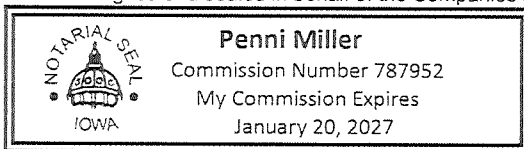
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

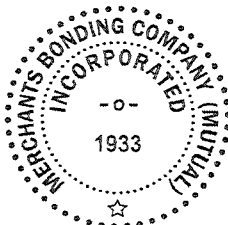


(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June, 2025.



Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2025

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME: Jamie Ritz	
Insurance Agency of Mid America Inc		PHONE (A/C, No, Ext): (405) 691-0016	FAX (A/C, No): (405) 691-0415
10009 S. Penn, Building E		E-MAIL ADDRESS: jritz@midamericainc.com	
P. O. Box 890300			
Oklahoma City			
OK 73189			
INSURED		INSURER(S) AFFORDING COVERAGE	
United Trenching Inc		INSURER A: National American Insurance Co	
5506 Stewart Drive		INSURER B:	
		INSURER C:	
		INSURER D:	
Mustang		INSURER E:	
OK 73064		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2025/2026 Rewrite**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 ☒ PROJECT ☐ LOC OTHER:			MP50620035	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MP50620035	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE			MB74600035	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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 Y	N/A	CW60060035	04/01/2025	04/01/2026	☒ 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
A	INSTALLATION FLOATER			PR41080035	04/01/2025	04/01/2026	LIMIT \$750,000 DEDUCTIBLE \$2,500

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

Project: Public Wastewater Main project to Calvary Court/Mustang Townhomes, LLC 812 W. Main St. Suite 105 Yukon, Ok 73099. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Mustang 135 N. 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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

WATER AND SEWER MAINTENANCE BOND

Bond #101549752

KNOW ALL MEN BY THESE PRESENTS:

That we, United Trenching, Inc., 5506 Stewart Dr., Mustang OK 73064, as Principal, and Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, IA 50266 as surety, are held and firmly bound unto the CITY OF MUSTANG, a Municipal Corporation, and City of the first class, or the State of Oklahoma, in the full and just sum of **One Hundred Seventy Thousand Seven Hundred Eighty One & 60/100**, (\$170,781.60), 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, jointly and severally, firmly by these presents.

Dated this 24th day of June, 2025. The conditions of this obligation are such that whereas, said Principal has constructed in the CITY OF MUSTANG: Public Waterline Project, Calvary Court/Mustang Townhomes all in compliance with the plans and specifications therefore, made a part of said contract and on file at the City Of Mustang and to maintain the said improvement in the amount set forth against any failure due to workmanship or material for a period of 110% for two (2) years from the date of acceptance by the Council of the City of Mustang.

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

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

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

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

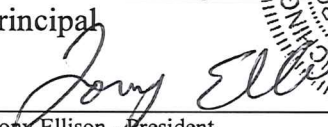
IN THE WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its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

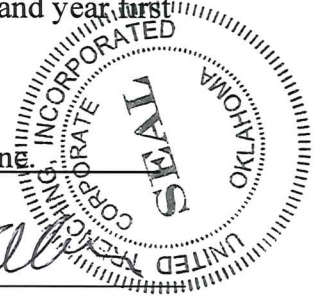
Attest:


Karen Ellison – Secretary

United Trenching, Inc.
Principal

By:


Tony Ellison - President

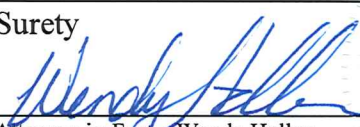


Witness:



Merchants National Bonding, Inc.
Surety

By:


Attorney-in-Fact – Wendy Hollen

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

City Attorney

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

Attest:

Mayor

City Clerk

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy Hollen

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

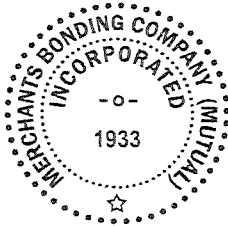
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of June, 2025.



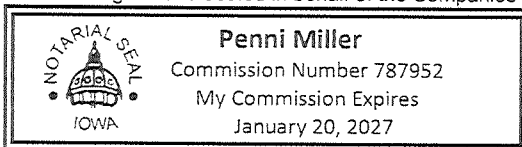
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

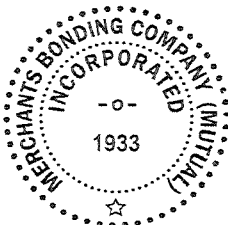


(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June, 2025.



Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2025

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 have ADDITIONAL INSURED provisions or 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: Jamie Ritz PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: jritz@midamericainc.com	
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064		INSURER(S) AFFORDING COVERAGE INSURER A : National American Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

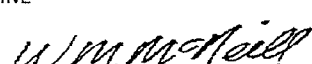
COVERAGES **CERTIFICATE NUMBER:** 2025/2026 Rewrite **REVISION NUMBER:**

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 ☒ PROJECT ☐ LOC OTHER:			MP50620035	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			MP50620035	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE			MB74600035	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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 Y	N/A	CW60060035	04/01/2025	04/01/2026	☒ 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
A	INSTALLATION FLOATER			PR41080035	04/01/2025	04/01/2026	LIMIT \$750,000 DEDUCTIBLE \$2,500

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

Project: Public water line improvements to Calvary Court/Mustang Townhomes, LLC 812 W. Main St. Suite 105 Yukon, Ok 73099. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER City of Mustang 135 N. Mustang Road Mustang OK 73064	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Nic Bailey

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Soccer Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[2026_Soccer_Facility_Agreement.pdf](#)

Sports Facility Agreement Wild Horse Park Soccer Facility

This Agreement, made and entered into this 6th day of January, 2026, between the City of Mustang (the “City”) and the Mustang Youth Soccer Association, a not for profit corporation (hereinafter called “Club”);

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter “Property”) for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote soccer activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2026 through January 1, 2027**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said Property for the soccer activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the Property for athletic or recreational programs and facilities, and for no other purpose;

b. Maintain the entire Property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement

c. Construct no permanent construction on the property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review, **written approval prior to commencement of construction and improvement**, and will be subject to CITY Inspection, and all City Municipal Code requirements. It is specifically understood that all permanent fixtures and or permanent type construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by club funds within five

days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the City. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY's request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of 11:00 p.m. **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

5. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and

name the City of Mustang and the Mustang Improvement Authority as additional insureds. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the Mustang Improvement Authority and/or City of Mustang interest therein until the CITY has received 30 days prior notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the property, the insurance as set forth above, and naming the City of Mustang and the Mustang Improvement Authority as additional insureds.

e. Failure of the Club to keep the required insurance policies in force and effect during the term described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

f. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across the property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said Property.

8. **The Club will, at its expense, provide the labor necessary to staff the concession and referee the games.**

9. **The CITY will maintain and mow the grass on the playing fields, club may assist in mowing in the event they deem necessary.**

10. **The Club shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department. The Club is also responsible for providing paper goods for facilities.**

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this Agreement exceeded City's rights then this Agreement shall be null and void.

15. **Fees and/or admission charge: No fee shall be charged for parking unless a special event permit is obtained through the City of Mustang. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall pay to the CITY a fee of \$5,000 per contract year.**

16. **Concession privileges for sale of refreshments and goods associated with any athletic and recreational activities operated by the Club on the Property will be the sole responsibility of the Club. All funds generated through the concession sales during Club activities shall be the property of the Club. All sales tax reporting will be sole responsibility of**

the Club and follow Federal, State, and Municipal laws. Such concessions will promote the use of Property consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of the February for spring/summer activities, and the fifteenth (15th) day of July for fall/winter activities.** The City Manager's designee shall be notified in a timely manner of amendments to the schedule.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the Property. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of Club will result in cancellation of said Agreement with 45 days

prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the property. On the termination of this agreement for any reason, all improvements on the Property will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____

Mayor

ATTEST:

City Clerk

MUSTANG YOUTH SOCCER

ATTEST:

By _____

President

Secretary or Vice President
Mustang Youth Soccer



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Nic Bailey

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Football and Cheer Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[2026_Football_Facility_Agreement_7.5.16-_2019.pdf](#)

Sports Facility Agreement Wild Horse Park Football Agreement

This Agreement, made and entered into this 6th day of January, 2026 between the City of Mustang (the "CITY") and the Mustang Youth Football and Cheer Association, a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote football activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1st, 2026 through January 1st, 2027**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said Property for the football activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the Property for athletic or recreational programs and facilities, and for no other purpose;

b. Maintain the entire Property herein in a good condition, free and clear of all paper, trash, glass, cans, bottles, weeds, grass or other debris or matter, by whatever description, through the entire term of this Agreement,

c. Construct no permanent construction on the Property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review **and written approval prior to commencement of construction; and the construction and improvement** will be subject to CITY Inspection and all City Municipal Code requirements. It is specifically understood that all permanent fixtures and or permanent construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically

understood that Club will furnish an accounting of all monies furnished by club funds within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to collect from Club such charges as may be fixed by the CITY for the use thereof, and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By December 1 or upon CITY's request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon CITY's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond 11:00 p.m. **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of all such activities on the lighted area or the hour above stated;

5. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and name the City of Mustang and the Mustang Improvement Authority as additional insureds. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the Mustang Improvement Authority and/or City of Mustang interest therein until the CITY has received 30 days prior notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the Property, the insurance as set forth above, naming the City of Mustang and the Mustang Improvement Authority as additional insureds.

e. Failure of the Club to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across the Property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said Property.

8. **The Club will, at its expense, provide the labor necessary to staff the concession, gate, and referee the games.**

9. **The Club will, maintain and mow the grass on the playing fields.**

10. **The Club shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department. The Club is also responsible for providing paper goods for the said facilities.**

11. The CITY shall, at all times, have the right to go upon said Property and inspect same and determine if the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The **CITY** shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said Property during the term of this agreement so long as the use does not interfere with the use of the CITY and subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have and if it is determined that this Agreement exceeds the rights of City then this Agreement shall be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. **All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The club shall pay to the CITY a fee of \$2000 per contract year.**

16. **Concession privileges for sale of refreshments and goods associated with any athletic and recreational activities operated by the Club on the Property will be the sole responsibility of the Club. All funds generated through the concession sales during Club**

activities shall be the property of the Club. All sales tax reporting will be sole responsibility of the Club and follow Federal, State, and Municipal laws. Such concessions will promote the use of Property consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that the Club shall have no right to grant any license or right to use the Property to any third person.

18. **The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc.** Such schedule shall be submitted **no later than the fifteenth (15th) day of July for fall/winter activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule.**

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such use. Such permission rests in the sole discretion of the City Manager or his designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the Property. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45

days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the Property. On the termination of this agreement for any reason, all improvements on the Property will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH FOOTBALL

ATTEST:

By _____
President

Secretary
Mustang Youth Football



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Nic Bailey

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Baseball Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[2026_Baseball_Facility_Agreement.pdf](#)

Sports Facility Agreement Wild Horse Park Baseball Facility

This Agreement, made and entered into this 6th day of January, 2026, between the City of Mustang ("City") and the Mustang Youth Baseball Association a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote baseball activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2026 through January 1, 2027**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said property for the baseball activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the property for athletic or recreational programs and facilities, and none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent construction on the property without prior approval of the CITY. It is further understood that all construction plans will require CITY Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type construction will

become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by the City of Mustang within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage;

e. **By July 1 and December 1 or upon CITY request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to CITY information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the Parks and Recreation Director** and all exterior lights except for security lights to be turned out within 15 minutes after the earlier of cessation of activities on the lighted field or the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to adopted bylaws by organization and can be held accountable to do so or agreement can be terminated following guidelines set forth in said agreement.

5. All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), damage or loss in connection therewith, which may be made or asserted by Club's employees or agents, subcontractors, or any third party (including but not limited to Mustang Improvement and/ or

the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and named the City of Mustang as additional insured. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective. All insurance shall be issued as occurrence basis policies.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement. All insurance shall be issued as occurrence basis policies.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the premises, the insurance as set forth above, naming the City of Mustang as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall

constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said premises.

8. The Club will, at its expense, provide the labor necessary to staff the gate and umpire the games.

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this agreement exceeded City's rights, then this agreement will become null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall

pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY. Such concessions will promote the use of premises consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc. Such schedule shall be submitted no later than the fifteenth (15th) day of the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45 days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the Property. On the termination of this agreement for any reason, all improvements on the premises will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt

on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG YOUTH BASEBALL

ATTEST:

By _____
President
Mustang Youth Baseball

Vice President
Mustang Youth Baseball



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Nic Bailey

Submitting Department: Parks and Recreation

Item Type: Approval

Agenda Section: CONSENT AGENDA

Subject Title:

Approval of Sports Facility Agreement between the City of Mustang and the Mustang Youth Softball Association.

Recommendation:

Approve

Initiator:

Nic Bailey

Background:

Sport Facility user agreements are renewed on a yearly basis. Mustang Youth Sports agreements have been signed by the Associations. The agreements are attached.

Financial Impact:

\$0.00

Staff Comments:

Staff recommends approval of the agreements

Attachments:

[2026_Softball_Facility_Agreement.pdf](#)

Sports Facility Agreement Wild Horse Park Softball Facility

This Agreement, made and entered into this 6th day of January, 2026, between the City of Mustang ("City") and the Mustang Youth Softball Association, a not for profit corporation (hereinafter called "Club");

WITNESSETH:

1. That the CITY for and in consideration of the covenants and agreements hereinafter set forth, and the performance on the part of the Club of all the terms hereof, does hereby enter into a Non-Exclusive Agreement with Club relative to the use of certain portions of the following described property, located within **Wild Horse Park**, situated in the City of Mustang, County of Canadian, State of Oklahoma, as described in Exhibit A, (hereinafter "Property") for the purposes set forth herein;

2. The purpose of this Agreement is to provide and promote softball activities for the youth and other residents of the Mustang Community, and to promote the establishment, operation, and support of public recreational facilities and programs for the welfare of the people, all as authorized by 11 O.S. Sec. 33-101 et seq., and other applicable law.

3. That the term of this Agreement shall run from **January 1, 2026 through January 1, 2027**, and may be renewed upon approval by both parties for the next year.

4. For and in consideration of the use of said property for the softball activities as stated herein, said Club hereby agrees and covenants with the CITY that Club will:

a. Use the property for athletic or recreational programs and facilities, and none other;

b. Maintain the entire property herein in a good condition, free and clear of all debris or matter, by whatever description, through the entire term of this Agreement, **except that the CITY will provide for janitorial services and landscape maintenance in support areas which are defined as non-playing field areas within the complex at Wild Horse Park;**

c. Construct no permanent type construction on the property without prior approval of the CITY. It is further understood that all construction plans will require MIA Engineer review **and written approval prior to commencement of construction; and the construction and improvement**, will be subject to CITY Inspection, and all City Code requirements. It is specifically understood that all permanent fixtures and or permanent type

construction will become property of the CITY upon its completion and acceptance by CITY. It is further specifically understood that Club will furnish an accounting of all monies furnished by the City of Mustang within five days of request and that any property, whether temporary or permanent, of any type, constructed or purchased in whole or in part with monies so furnished will become property of the CITY. It is further understood that any improvements may, at the discretion of the City Manager or his designee, be moved to another location and used for purposes compatible with those set forth in this Agreement.

d. Reserve unto the CITY, the right to control the use of the water in the area and to permit the CITY to limit the use or discontinue of the same altogether during periods of water shortage

e. **By July 1 and December 1 or upon CITY request, Club will furnish to the City Manager or his designee financial statements of Club operations.**

f. Upon City's request, Club will furnish to MIA information indicating the number of participants in the current programs.

g. Permit no activities to continue beyond the hour of midnight **without the prior approval from the City Manager or his designee** and all exterior lights except for security lights to be turned out within 15 minutes after the cessation of all such activities on the hour above stated unless requested by City Staff on duty for safety reasons;

h. Club will adhere to organizations adopted bylaws and can be held accountable to do so or agreement can be terminated following the guidelines set forth in said agreement

5. **All teams must have head and assistant coaches that are certified through a course to be approved by the City Manager's designee. All coaches must have a background check prior to commencing coaching activities at said facility. Background check process must be approved by City Manager or his designee prior to executing the background check.**

6. Club further agrees to the following:

a. To fully defend, protect, indemnify and hold harmless the CITY, its employees and agents, from and against each and every claim, demand or cause of action and any liability cost, expense (including but not limited to reasonable attorneys' fees and expense incurred in defense of the City of Mustang and/or the Mustang Improvement Authority), Damage or loss in connection therewith, which may be made or asserted by Club's employees or agents,

subcontractors, or any third party (including but not limited to Mustang Improvement and/ or the City of Mustang agents, servants or employees) on account of personal injury or death or property damage caused by, arising out of or in any way incidental to, or in connection with the Agreement hereunder, except such as may result solely from the CITY's negligence.

b. Club shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to the CITY with full policy limits applying but not less than as stated and named the City of Mustang as additional insured. A certificate evidencing the required insurance quoting the indemnification provision set forth in the Agreement shall be delivered to the CITY prior to commencement of the work and shall provide that any change restricting or reducing coverage or cancellation of any policies under which certificates are issued shall not be valid as respects the City of Mustang interest therein until the CITY has received 30- days notice in writing of such change or cancellation. Proof of such insurance shall be required before this Agreement becomes effective.

(i) Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Club.

(ii) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury- \$1,000,000.00 each person, \$1,000,000.00 each occurrence /aggregate. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provisions set forth in this Agreement.

(iii) Each policy shall be endorsed to provide waiver of subrogation rights in favor of the Mustang Improvement Authority and/or the City of Mustang, its agents and employees, and all other parties owning an interest in the property covered by this Agreement.

c. It is the express intent of this agreement that there be no lapse in insurance coverage, and it is further expressly provided that any change or cancellation in any such insurance shall not constitute a waiver of this term and condition of the Agreement.

d. The Club will require any subcontractors it may engage to maintain, at all times, while performing work on the property, the insurance as set forth above, naming the City of Mustang as additional insured.

e. Failure of the Club to keep the required insurance policies in force and effect during the term of this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further

action of the CITY, and with no notice to the Club being required effective the date of expiration or termination of the insurance.

7. The CITY hereby reserves unto itself the right of ingress and egress over, through, under and across property at all times necessary for purpose of maintaining, improving, repairing, extending, erecting, constructing water and sewer lines or other utilities, and for the purpose of all other governmental and municipal purposes, including the right to inspect and police said premises.

8. The Club will, at its expense, provide the labor necessary to staff the gate and umpire the games.

9. The CITY will, maintain and prepare the infields, groom and mow the grass in the outfields.

10. The CITY shall, maintain the sanitary toilet facilities, as required, and keep same clean and emptied as needed and required, and in a way acceptable to the State Health Department.

11. The CITY shall, at all times, have the right to go upon said property and inspect same and determine if any of the covenants or conditions in this Agreement are being honored and maintained, and may make reports to the Club from time to time concerning same.

12. The CITY shall pay all electric, gas, water, sewer, sanitation or other utility bills.

13. The CITY hereby grants to the Club the non-exclusive right to use said property during the term of this agreement so long as the use does not interfere with the use of the CITY subject to the terms of the Agreement hereinabove set forth.

14. It is understood and agreed that no right is granted or intended to be granted hereunder which the CITY does not have. If it is determined that this agreement exceeded the City's rights, then this agreement will be null and void.

15. Fees and/or admission charge: No fee shall be charged for parking. The admission charges shall not be excessive and shall be set in order to cater to the maximum number of people. Only those fees necessary to support the activity will be charged to those participating and the spectators. All fees and any and all activities, which will generate funds for Club, including, but not limited to, registration fees, tournaments, etc., will be used for further expansion of leagues to perpetuate the proper use of said Property. The Club shall pay to the CITY a fee of \$1.00 per paying gate entrant during league play and \$2.00 per paying

gate entrant during tournament play, which will be monitored through the City Manager's designee. In the event a tournament or league pass is sold the City shall receive percentage based upon the total. (Example, gate for league play is \$4.00, City receives \$1.00 which equals 25%, if league pass is sold for \$40 City will receive 25% of pass equaling \$10)

16. The exclusive concession privileges for sale of refreshments and goods associated with any athletic and recreational activities on the property will be the sole responsibility of the CITY. All funds generated through the concession sales shall be the property of the CITY. Such concessions will promote the use of premises consistent with its dedication as a sports facility.

17. It is understood and agreed that this Agreement does not authorize the Club or anyone acting under, through or on its behalf to use any of the other facilities in said park and Club hereby agrees that no other facility shall be used without first clearing the same through the City Manager or designee of the City of Mustang, except for that area commonly designated for parking. It is also understood and agreed that Club shall have no right to grant any third person any license or other right to use the Property or any portion thereof for any purpose.

18. The Club shall furnish the City Manager or his designee a list of all dates and times they desire to use the Property and such schedule shall include the intended use; e.g., league play, tournament, etc. Such schedule shall be submitted no later than the fifteenth (15th) day of the February for spring activities, and the fifteenth (15th) day of August for fall activities. The City Manager's designee shall be notified in a timely manner of amendments to the schedule and upon proper notification by club; dates for submission of schedule may be extended.

19. Consideration shall be given to all organized youth teams, persons, and groups and for other recreational events outside the Club to use the area covered in this Agreement and the City Manager, or his designee may give permission for such. Such permission rests in the sole discretion of the City Manager, or designee. However, both Club and CITY shall exert good faith efforts to ensure and provide fairness in the availability of the premises. It is further provided and acknowledged that Club assumes no liability or responsibility for activities of persons or groups not affiliated with Club activities.

20. This Agreement shall not be transferred or assigned to any other organization or person or any other entity without the prior written consent of the CITY, and any attempt to

assign or transfer the rights under this Agreement shall be null and void, and of no force and effect, and shall, at City's option, constitute a termination of this Agreement. It is expressly understood that this provision includes, but is not limited to, any contracting or subcontracting arrangement.

21. Any violation of the City Code of the City of Mustang can constitute grounds for termination of this Contract by the CITY.

22. Except as otherwise provided, a breach of any of the covenants or agreements of this Agreement on the part of said Club will result in cancellation of said Agreement with 45 days prior written notice. No holding over after the term hereof shall constitute a renewal of this Agreement.

23. Notwithstanding the above, should Club fail in any respect to comply with the terms of this Agreement, except those provisions set forth in paragraph 6.e., and should CITY notify Club in writing of the matter in regard to which default is asserted, and should Club fail either to cure the default within 30 days after the giving of notice or to commence within 15 days to rectify the default and continue thereafter to use due diligence to rectify the default until it is fully rectified or cured, then the CITY may cancel this Agreement at any time thereafter by giving written notice to Club of the election to terminate. It is expressly agreed that Club shall in no event be liable for damages for default and that the sole remedy of CITY for any default of Club shall be to terminate this agreement pursuant to the provisions of paragraph 23. This paragraph shall not, however, relieve Club from liability for negligence or any other act for which it is directly responsible in damages.

24. In the event of a termination of this agreement, Club shall remove its personnel and non-permanent personal property from the property. On the termination of this agreement for any reason, all improvements on the premises will be turned over to CITY and become the property of CITY.

However, if the CITY terminates this Agreement for any reason other than a default by the Club, or if the CITY refuses to renew the agreement before all the improvements have been completed and paid for by Club, CITY shall be liable for and shall assume the outstanding debt on any such improvements, provided that the improvements and indebtedness were approved by the CITY prior to the incurrence of same by Club.

25. Club members, guests, employees and associates will conduct his or her activity in a professional manner at all times. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on City can and will be considered grounds for termination.

26. Club is responsible for providing information concerning appropriate safety equipment relating to each activity to each and all participants in their programs.

27. This Agreement may be amended by written agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

CITY OF MUSTANG

By _____
Mayor

ATTEST:

City Clerk

MUSTANG SOFTBALL ASSOCIATION

ATTEST:

By _____
President
Mustang Softball Association

Vice President
Mustang Softball Association



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: David Russell

Submitting Department: Managerial Department

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration for Approval of the Architectural Services Agreement w/ Studio 45 Architects for the design of the Mustang Marketplace Building.

Recommendation:

Recommend Approval.

Initiator:

David Russell

Background:

Studio 45 was selected to perform the architectural services at the October 7th City Council Meeting. The agreement for architectural services is attached.

Financial Impact:

\$100,000

Staff Comments:

Staff recommends approval

Attachments:

[Mustang Marketplace B101-2017 - Standard Form of Agreement Between Owner and Architect_12052025.pdf](#)



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of December in the year Two Thousand Twenty-Five
(*In words, indicate day, month and year.*)

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

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

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

Studio 45 Architects, PLLC
1648 Southwest Boulevard Tulsa, OK 74107

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

Mustang Marketplace
1001 N. Mustang Road Mustang, OK 73064
+/- 6,000SF modern-barn style multipurpose building - uses include Farmers Market, event venue and demonstration kitchen.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

+/- 6,000SF modern-barn style multipurpose building - uses include Farmers Market, event venue and demonstration kitchen.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

+/- 1,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design - Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

David Russell
1501 N. Mustang Road Mustang, OK 73064
(405) 850-6422 ext. 1219
drussell@cityofmustang.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

TBD

- .2 Civil Engineer:

TBD

- .3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Marcus Fairless

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

360 Engineering Group PLLC
1201 E. 3rd Street
Tulsa, OK 74120
9185181124

.2 Mechanical Engineer:

PEC
1924 S. Utica Ave, Suite 1400
Tulsa, OK 74014

.3 Electrical Engineer:

PEC
1924 S. Utica Ave, Suite 1400
Tulsa, OK 74014

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any

employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the

Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services

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

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. Architect will advise if modifications to form A-201-2017 impacts the Architect’s services under this agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and

Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect in consultation with the Owner, shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in

accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work and any amounts owed to the Owner.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	By Owner

§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with

reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

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

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017 to the extent of the law, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

A to be determined, reasonable and negotiated sum.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

A to be determined, reasonable and negotiated sum. reasonable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's

choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Provided the Owner shall, when practicable, notify the Architect before releasing materials identified as confidential or proprietary.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. Unless the invalidated provision substantially lessens the agreed obligations of a party.

ARTICLE 11 COMPENSATION

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

- .1** Stipulated Sum
 (Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or otherwise negotiated fee as approved by the Owner in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	Twenty-Five percent (25.00 %)
Design Development Phase	Twenty-Five percent (25.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Ten percent (10.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal Architect	\$200.00
Project Manager	\$200.00
Project Architect	\$150.00

Project Designer
Administrative

\$100.00
\$75.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

% per annum

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:44:55 CST on 12/05/2025 under Subscription No.20240060162 which expires on 10/25/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(68ed24fc805423b4848699af)

performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None known at the time of execution of this Agreement

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
 - ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

BY: Michael Ray, Mayor

(Printed name and title)

ARCHITECT (Signature)

BY: Marcus Fairless, AIA - Principal Architect

(Printed name, title, and license number if required)



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Ordinance No. 1334, an Ordinance of the City of Mustang, Oklahoma, amending Chapter 22, Article V of the Mustang Code of Ordinances by adding new Section 22-107 prohibiting consumption of marijuana or inhaling secondhand Marijuana smoke while operating a motor vehicle or possessing an open container of marijuana in the passenger area of an operating motor vehicle and creating penalties; Declaring repealer; Providing for severability; and declaring an emergency.

Recommendation:

Move to approve Ordinance, and move to declare an emergency.

Initiator:

Angela Hall, Municipal Clerk, and Jon Miller, City Attorney

Background:

The Oklahoma Legislature enacted a new law in 2025 making it unlawful to consume marijuana or inhale secondhand smoke due to another person's consumption of marijuana while operating a motor vehicle, or to possess any open container that contains marijuana in the passenger area of the motor vehicle while operating a motor vehicle. This ordinance will adopt a similar offense under municipal ordinances so that enforcement can be made in municipal court.

Financial Impact:

TBD

Staff Comments:

Staff recommends approval. Because the law is already in effect, staff recommends declaring an emergency so that the City can enforce the law in municipal court.

Attachments:

Ord 1334 Unlawful to Smoke Marijuana or Consume Secondhand Marijuana Smoke in a Motor Vehicle.pdf

ORDINANCE NO. 1334

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING CHAPTER 22, ARTICLE V OF THE MUSTANG CODE OF ORDINANCES BY ADDING NEW SECTION 22-107 PROHIBITING CONSUMPTION OF MARIJUANA OR INHALING SECONDHAND MARIJUANA SMOKE WHILE OPERATING A MOTOR VEHICLE OR POSSESSING AN OPEN CONTAINER OF MARIJUANA IN THE PASSENGER AREA OF AN OPERATING MOTOR VEHICLE AND CREATING PENALTIES; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1: ENACTMENT.

Chapter 22, Article V, of the Municipal Code of the City of Mustang, Oklahoma, is hereby amended to add new Section 22-207 to read as follows:

Sec. 22-207. – Consumption of Marijuana or Secondhand Marijuana Smoke While Operating a Motor Vehicle; Open Container of Marijuana in Motor Vehicle; Penalties.

- (a) It shall be unlawful to consume marijuana or inhale secondhand smoke due to another person's consumption of marijuana while operating a motor vehicle on a public highway, street, or alley. A person operating a motor vehicle on a public highway, street, or alley shall not possess any open container that contains marijuana in the passenger area of the motor vehicle.
- (b) A violation of this section shall constitute an offense and, upon conviction, shall be punished by a fine not to exceed \$500.00, plus costs, imprisonment not exceeding 60 days, or both the fine and imprisonment.

Secs. 22-208—22-219. - Reserved.

Section 2: REPEALER

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

Section 3. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall

be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. EMERGENCY

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

PASSED AND APPROVED with the Emergency Clause voted upon separately and passed and approved this 6th day of January, 2026.

Michael S. Ray, Mayor

ATTEST:

Tammi Noblitt, City Clerk

APPROVED as to form this 6th day of January, 2026.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Resolution No. 26-018, a Resolution of the City Council of the City of Mustang, Oklahoma, amending Resolution No. 24-001 to add to the Minimum Fine Schedule for violations of the City of Mustang Code of Ordinances; Providing for an effective date; and Providing for repealer.

Recommendation:

Approve resolution.

Initiator:

Angela Wood, Court Clerk, and Jon Miller, City Attorney

Background:

State law has recently changed to prohibit the consumption of marijuana or secondhand smoke while operating a motor vehicle. This resolution adds the amount of the fine to the City list of fines for municipal code violations. An ordinance adding this offense to the Mustang Code will be on for discussion and adoption. This resolution need not be approved if the ordinance enacting the offense is not approved by council.

Financial Impact:

TBD

Staff Comments:

Staff recommends approval.

Attachments:

[Res 26-018 Bond Schedule for Smoking or Inhaling Secondhand Smoke form Marijuana in Motor Vehicle.pdf](#)

RESOLUTION NO. 26-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING RESOLUTION NO. 24-001 TO ADD TO THE MINIMUM FINE SCHEDULE FOR VIOLATIONS OF THE CITY OF MUSTANG CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER.

THAT WHEREAS, Section 26-38 of the Mustang Municipal Code provides for the adoption by the governing body of a fine schedule for violations of the ordinances of the City of Mustang; and,

WHEREAS, a person who is cited for violation of Mustang Municipal Code may elect to pay a fine according to the schedule adopted by the governing body, a copy of which is on file in the office of the Court Clerk; and,

WHEREAS, those persons violating the Mustang Municipal Code are to be given notice of the schedule of fines and penalties adopted by the governing body in the form, of a citation for violation of any such provision; and,

WHEREAS, payment of fines, as provided by this resolution, must be received at the Violations Bureau prior to the date set for court; and,

WHEREAS, payment may only be in cash, personal check, money order, credit card, or cashier's check; and,

WHEREAS, at the time of payment, the person must sign a written plea of guilty or nolo contendere; and,

WHEREAS, in addition to the minimum fine the Municipal Court Clerk shall collect all fees required by applicable Oklahoma State Law and Municipal Ordinance; and

WHEREAS; the City Council adopts the following schedule of penalties and fines for the violation of the Mustang Municipal Codes, to be added to and not in exclusion of the schedule of penalties and fines set forth in Resolution No. 24-001, as amended by Resolution Nos. 25-007 and 26-012.

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

SECTION 1. CONTENT.

1. Resolution number 24-001 is hereby amended to include the following schedule of penalties and fines:

<u>VIOLATION</u>	<u>ORDINANCE/ STATUTE</u>	<u>MINIMUM FINE</u>
CONSUMING MARIJUANA OR INHALING SECONDHAND MARIJUANA SMOKE WHILE OPERATING A MOTOR VEHICLE, OR POSSESSING ANY OPEN CONTAINER OF MARIJUANA IN THE PASSENGER AREA OF THE MOTOR VEHICLE	Ord. Sec. 22-207; 21 O.S. §1220	\$500.00

2. Implementation and Term.

Section 1 above shall be implemented and in effect on or after January 6, 2026 and shall continue in effect thereafter unless or until amended or modified.

3. Effective Date and Payment of Fines and Penalties.

Effective this 6th day of January, 2026, the foregoing fines and penalties, together with those set forth in Resolution No. 24-001, as amended by Resolution Nos. 25-007 and 26-012, assessed for violations of the provisions of the Mustang Municipal Code are payable in the Violations Bureau upon a written plea of guilty or nolo contendere in the Municipal Court of the City of Mustang, Oklahoma.

SECTION 2. REPEALER.

All Resolutions or parts of Resolutions in conflict herewith are hereby repealed; provided, the schedule of penalties and fines for the violation of the Mustang Municipal Codes set forth herein are to be added to and shall not be in exclusion of the schedule of penalties and fines set forth in Resolution No. 24-001, as amended by Resolution Nos. 25-007 and 26-012.

PASSED AND APPROVED this 6th day of January, 2026.

THE CITY OF MUSTANG

Michael S. Ray, Mayor

ATTEST:

Tammi Noblitt, City Clerk

APPROVED as to form:

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Ordinance No. 1335 an Ordinance of the City of Mustang, Oklahoma, declaring certain police vehicles surplus, authorizing the sale of such vehicles to other public agencies or by competitive bidding, or auction and authorizing and directing the City Manager to execute documents to complete the transfers; and providing for severability.

Recommendation:

Approve

Initiator:

Mike Wallace

Background:

The Police Department has three police vehicles that it desires to declare surplus. These vehicles are intended to be sold to one or more police agencies.

Financial Impact:

\$129,000

Staff Comments:

Staff recommends approval

Attachments:

[Ord 1335 Authorizing Sale of Police Vehicles-January_2026.pdf](#)

ORDINANCE 1335

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

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

SECTION 1. PURPOSE.

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

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Value</u>
250	2022	Chevrolet Tahoe	VIN 1GNSCLED9NR229333	\$42,000
251	2022	Chevrolet Tahoe	VIN 1GNSCLED8NR228819	\$42,000
258	2023	Chevrolet Tahoe	VIN 1GNSCLED7PR265170	\$45,000

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

SECTION 2. SALE OF VEHICLES.

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

Pursuant to Section 4-4 of the Charter of the City of Mustang, and Sec. 2-197(2) of the Code of Ordinances, the City Council hereby authorizes the sale of a Vehicle to the City of Weatherford, or to some other public agency, for the value set forth above. In the event the Vehicles are not purchased by this or another public agency, they shall be sold by competitive bidding pursuant to Sec. 2-194 of the Code of Ordinances.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND APPROVED this 6th day of January, 2026.

Michael Ray, Vice Mayor

ATTEST:
[SEAL]

Tammi Noblitt, City Clerk

APPROVED as to form this 6th day of January, 2026.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Mike Wallace

Submitting Department: Police Department

Item Type: Resolution

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Resolution No 26-019 Resolution of the City of Mustang, Oklahoma, approving an agreement for sale between The City of Mustang and the Weatherford Police Department, for the sale of a surplus police vehicle and Authorizing and Directing the City Manager to Execute Documents to Complete the Transfer, and Providing for Severability

Recommendation:

Approve

Initiator:

Mike Wallace

Background:

The Police Department has surplus vehicles that are no longer used. The Weatherford Police Department has shown interest to purchase the following vehicle for \$42,000. The vehicle is; Unit 250 2023 Chevrolet Tahoe 1GNSCLED9NR229333 \$42,000.

Financial Impact:

\$42,000

Staff Comments:

Staff recommends approval

Attachments:

[Res 26-019 Approving Sale of Police Vehicle - City of Weatherford Jan 2026.pdf](#)
[Agreement for Sale-Weatherford Unit 250 2026.pdf](#)

RESOLUTION NO. 26-019

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

WHEREAS, by Ordinance No. 1335 approved January 6, 2026, the City of Mustang, Oklahoma, declared as surplus a used police vehicle described as follows:

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
250	2023	Chevrolet Tahoe	1GNSCLED9NR229333	\$42,000

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

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

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

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

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

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

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

2. The City Manager of the City of Mustang is hereby authorized and directed to execute the Agreement for Sale and such other documents as necessary to effectuate the sale and to transfer title to the Vehicle to the City of Weatherford.
3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.
4. This resolution shall be effective upon passage and approval by the City Council of the City of Mustang, Oklahoma.

PASSED AND APPROVED this 6th day of January, 2026.

Michael Ray, Mayor

ATTEST:
[SEAL]

Tammi Noblitt, City Clerk

APPROVED as to form this 6th day of January, 2026.

Jonathan E. Miller, City Attorney

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

This Agreement for Sale (“Agreement”) is entered into this 6th day of January, 2026, by and between the City of Mustang, a municipal corporation (hereinafter, “Mustang”) and the City of Weatherford, Oklahoma (hereinafter, “Weatherford”), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

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

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

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

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

<u>Unit No.</u>	<u>Year</u>	<u>Make and Model</u>	<u>VIN</u>	<u>Price</u>
250	2022	Chevrolet Tahoe	1GNSCLED9NR229333	\$42,000

(the “Vehicle”).

2. This Agreement will be effective thirty (30) days after passage by the City of Mustang of an ordinance declaring the Vehicle surplus, with no legal challenge to the ordinance.

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

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

[Remainder of page intentionally left blank.]

Executed this ____ day of February, 2026.

THE CITY OF MUSTANG, OKLAHOMA

By _____
Timothy Rooney, City Manager

Executed this ____ day of February, 2026.

THE CITY OF WEATHERFORD, OKLAHOMA

By _____
Title: _____



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Public Hearing and Consideration of Ordinance No. 1336, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from R-E, Rural Estates District to R-1, Single-Family District, Declaring Repealer, and Providing for Severability.

Recommendation:

Approve or Deny Ordinance

Initiator:

Ryan Conner, Community Development Director

Background:

Planning Commission met at the December 9th 2025 regular Planning Commission meeting and voted 5-0 to recommend approval of the request to rezone this property from the R-E, Rural Estates District to the R-1, Single-Family District.

Location: 3.7 acres directly West of 821 N. Clear Springs Rd. Accessed from both W. Rendezvous Way & N. Pheasant Way.

Project Description: The applicant, Box Law Group PLLC, has submitted an application to rezone a tract of land roughly 3.7 acres in size located directly West of 821 N. Clear Springs Rd. The request is to rezone this property from the R-E, Rural Estates Zoning District to the R-1, Single-Family District. The R-1 District allows for single-family homes on minimum 7,200 SqFt lots. The property is currently vacant. The subject property is accessed from both W. Rendezvous Way on the East and N. Pheasant Way on the West. Both street access points would be from the entrance to or from within the Hunters Hill neighborhood.

At the December 9th Planning Commission meeting, the item had received 1 written opposition letter but no citizens spoke in opposition. The Commission voted 5-0 to recommend approval of the application.

At the October 14, 2025 Planning Commission meeting, the applicant submitted a different rezoning request for this property, with that being a request to rezone from R-E Zoning to R-2, Two-Family Zoning District. This request was ultimately denied by the Planning Commission, where the application also faced opposition from multiple citizens.

The property itself resulted from a Rezoning and Lot Split performed in early 2015. After it was rezoned from A-1 to R-E, the parent tract - 821 N. Clear Springs Rd - was lot split with this back vacant 3.7 acres being split from the main house. The R-E District would allow for single-family homes on minimum 0.75-acre tracts of land. The applicant has submitted a site plan and confirmed with staff intentions to develop the property with approximately twelve (12) single-family homes if successfully rezoned to the R-1, Single-Family District. The site plan is attached to this report and shows a new road for access that would connect from both W. Rendezvous Way & N. Pheasant Way. As a straight rezoning request, the applicant is not required to show any plans beyond knowing what is allowed by minimum standards for R-1 Zoning. Any drainage or engineering concerns could be addressed at future development stages if successfully rezoned.

The future land use for the property designated by the Comprehensive Plan calls for this property to be "Residential Estate" which is further defined as Single-Family Residential with large lots. The property, while not part of the Hunter's Hill Addition that is both adjacent to the West & South, does have accessibility from these public streets. There is a noticeable drainage area that appears to run through a portion of this property from the Hunter's Hill Addition and continuing North.

Character of Neighborhood: This property is bordered on the South and West by the Hunter's Hill neighborhood, which is zoned R-1, Single Family. The property to the North & East (821 N. Clear Springs Rd) is zoned R-E. The property to the Southeast is Zoned C-3, Commercial General and is currently under construction for a Mini-Storage complex. The commercial area does buffer the neighborhood from N. Clear Springs Rd and adds non-residential use to the character of the area. The access point from W. Rendezvous Way would come before the houses within the Hunter's Hill neighborhood, but access onto N. Pheasant Way would be directly into the neighborhood.

Conformance with Long-Range Plan: The long-range plan calls for this area to be future Residential Estates, which is further defined as single-family homes on large lots. The existing R-E Zoning for the property would meet this definition. R-1 Zoning as mentioned is adjacent to and accessed from this property.

Utilities and Services: There is municipal water and sewer available to serve the property.

Financial Impact:

0

Staff Comments:

The general character of the area and the Comprehensive Plan's Future Land Use designation for this property would support the existing R-E Zoning. Staff believes the adjacent R-1 neighborhoods to the South would also allow for this property to be development in a similar manner. Staff recommends approval of the application.

Attachments:

Ord 1336 -3.7 Acres West of 821 N Clear Springs Rd Rezoning-R-E to R-1.pdf

(1) Notice Map.pdf

(2) Application.pdf

(3) 821 Clear Springs Rd Conceptual Site Plan 10.20.25.pdf

(4) Rezoning Protest Letter 12-9-2025.pdf

(5) DRAFT PC Minutes 12-9-2025 (ITEM 2).pdf

ORDINANCE NO. 1336

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

Section 1. That the Zoning Ordinance of the City of Mustang, Oklahoma, as amended, is hereby amended to change the Official Zoning Map, to include therein the following described property in the City of Mustang, Canadian County, State of Oklahoma from R-E Rural Estates District to R-1 Single-Family District.

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

TRACT B

A tract of land in the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Thirty (30), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter (NE/4); Thence S 88°54'31" W along the South line of said Northeast Quarter (NE/4), a distance of 406.77 feet to the POINT OF BEGINNING;

Thence continuing S 88°54'31" W along the South line of said Northeast Quarter (NE/4), a distance of 924.26 feet to the Southwest corner of the Southeast Quarter (SE/4) of said Northeast Quarter (NE/4); Thence N 00°30'34" W along the West line of the Southeast Quarter (SE/4) of said Northeast Quarter (NE/4), a distance of 165.30 feet; Thence N 88°54'31" E parallel with the South line of said Northeast Quarter (NE/4), a distance of 881.88 feet; Thence S 00°29'15" E a distance of 75.86 feet; Thence S 25°58'58" E distance of 98.60 feet to the POINT OF BEGINNING.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

PASSED AND APPROVED this ____ day of _____, 2026.

Mayor

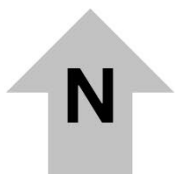
ATTEST:

City Clerk

APPROVED as to form this ____ day of _____, 2026.

City Attorney

The map displays a residential neighborhood with a grid of streets. The main vertical street is N Clear Springs Rd, and the main horizontal street is W SH 152. A dashed line and an arrow point to a specific lot on W Rendezvous Way, labeled "Subject Property". Other streets shown include W Oak Valley Way, W Autumn Way, W Blackpowder Way, W Antler Way, W Lodge Way, N Pheasant Way, N Buckhorn Way, N White Tail Way, W Trout Way, W Zachary Way, W Ritter Way, W Wellington Way, N Donnell Way, N Fox Way, N Soudbird Way, Bluebird Way, N Falcon Way, N Centennial Way, W Agate Way, and N Clear Springs Rd.



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

**CITY OF MUSTANG, OKLAHOMA
REZONING APPLICATION
1501 N. Mustang Rd.
MUSTANG, OK 73064**

A SITE PLAN OR LOCATION MAP OUTLINING YOUR PROPOSAL MUST ACCOMPANY THIS APPLICATION.

TO THE MUSTANG PLANNING COMMISSION AND THE CITY COUNCIL OF MUSTANG, OKLAHOMA.

I, the undersigned, do hereby respectfully make application and petition to City Council to amend the zoning map and to change the zoning district of the Mustang area, from RE District to R-1 District, as hereinafter requested and in support of this application, the following facts are shown:

LEGAL DESCRIPTION (if metes and bounds please attach):

Address or General Location: 821 N Clear Spring Way, Mustang OK 73064

1. The property is located in the NA subdivision of the City of Mustang.
2. Current zoning Classification: R-E Rural Estate
3. Requested Zoning Classification: R-1
4. Comprehensive Plan Designation: Residential Estate
5. Present Use of Property: Undeveloped, Vacant Land
6. Property ownership list has been furnished: Yes
7. If the requested zoning is approved, can the required off-street parking be provided on this property?
Yes
8. The property will be served by: ☒ Public, or () Private Water
9. The property will be served by: ☒ Public, or () Private Sanitary Sewer Facilities.
10. With the filing of this application, I acknowledge that I have been informed of all zoning requirements to in regards to the zoning I have requested as witnessed by my signature.

NAME OF APPLICANT: Box Law Group, PLLC, on behalf of Applicant

ADDRESS OF APPLICANT: 525 NW 11th St., Suite 205

PHONE # OF APPLICANT: 405-652-0099

NAME OF PROPERTY OWNER: Francisco Padilla

ADDRESS OF PROPERTY OWNER: 16001 S Pennsylvania Ste 106 OKC, OK 73155

PHONE # OF PROPERTY OWNER: 405-764-6740

[Signature]
Signature of Property Owner

10/22/25
Date

[Signature]
Signature of Applicant

10/22/25
Date

Ingress and egress to property will be via: N Pheasant Way & Rendezvous Way and located between _____ Street and _____ Street on the _____ side of the street.

Additional information may be attached which provides further detail concerning the requested action or manner of operations of the proposed use.

CERTIFICATION OF OWNERSHIP

Date: 10/22/25

I, Francisco Padilla, HEREBY CERTIFY AND ATTEST THAT I AM THE CURRENT AND LEGAL OWNER OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF MUSTANG, OKLAHOMA.

LEGAL DESCRIPTION: 821 N Clear Spring Way Mustang OK 73064

ADDRESS OR GENERAL LOCATION: _____

AND, I FURTHER CERTIFY AND ATTEST THAT THIS LEGAL DESCRIPTION DESCRIBES ACCURATELY THE PROPERTY REQUESTED FOR REVIEW.

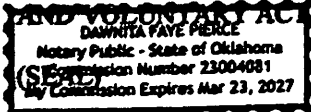
SIGNATURE: _____

ADDRESS: 10061 S Pennsylvania Ste 100
DEC OK 73155

NOTARY

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, IN AND FOR THE STATE OF OKLAHOMA, ON THIS 22 DAY OF October, 2025 PERSONALLY APPEARED Francisco Padilla

, TO ME KNOWN TO BE THE IDENTICAL PERSON (S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE/THEY EXECUTED THE SAME AS HIS/THEIR FREE AND VOLUNTARY ACT AND DED FOR THE USES AND PURPOSES THEREIN SET FORTH.



MY COMMISSION EXPIRES: 3/23/2027

Dawnita Faye Pierce
NOTARY PUBLIC

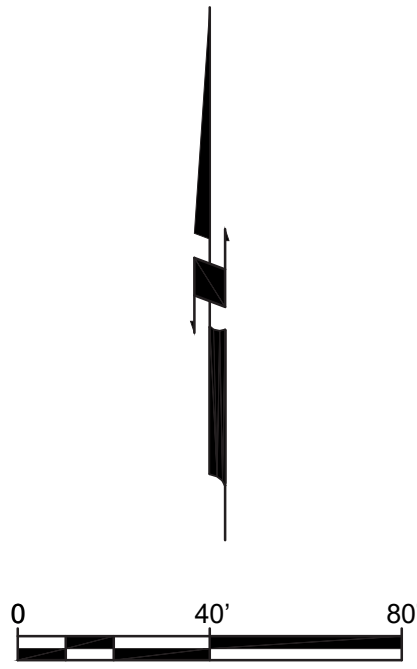
I HEREBY ACCEPT THIS CERTIFICATION OF OWNERSHIP IN LIEU OF A DEED OR OTHER LEGAL DOCUMENT SHOWING PROOF OF OWNERSHIP.

SIGNATURE: _____

TITLE: _____
CITY OF MUSTANG, OKLAHOMA



N Pheasant Way



821 Clear Springs Rd

Conceptual Site Plan
12 Lots
+/-3.7 Acres



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078

ENGINEERS SURVEYORS PLANNERS
10/20/25

Conceptual site plan showing feasible option
permitted under proposed rezoning

Ryan Conner
Community Development Director
1501 N Mustang Rd
Mustang, OK 73064

Mr. Conner

PURPOSE OF LETTER:

TO ADDRESS THE REZONING NOTICE OF PROPERTY DIRECTLY WEST OF 821 N CLEAR SPRINGS RD
MUSTANG, OK (+/- 3.7 ACRES) APPROXIMATE COORDINATE: 35.398931 -97.763345.

My vote is to **NOT** allow the rezoning, from RE to R1.

MOST CRITICAL REASON: The proposed rezoning allows smaller lot sizes therefore smaller SF homes which will decrease the value of existing homes on Mallard Way and surrounding area. I believe this is just another way to still accomplish the previous attempt to build rental property.

DRAINAGE ISSUE AFFECTING MY PROPERTY: The flow of storm water runoff from Hunters Hill retention pond across the rezoning area **still** presents an issue of flooding my property. If for any reason the water way of flow becomes obstructed it will back up onto my property causing wash out and, or start holding water that will turn rancid and become an insect feeding ground (mosquitoes) directly behind my house.

As stated previously: This property historically is a natural drainage channel and detention basin for storm water runoff onto agriculture acreage, currently runoff from the Hunters Hill Edition. Storm waters flow from the surrounding Hunters Hill Edition, into the retention pond located west of N Buckhorn Way, east of N Pheasant Way, and north of W Black Powder Way. The pond spillway is at the north end which flows across the property submitted for rezoning.

Construction or "development" on this property would cause serious ground disruption, restricting the natural flow of water, materially change the conditions of run off and potentially back up drainage into the surrounding residential properties and streets. During rainy seasons the detention basin is much like a swampy area and has been for the 20 years I have lived here. In the past, contractors have attempted to utilize the area and buried their vehicles in the saturated ground requiring heavy equipment to extract them.

Eliminating the basin would stop the replenishing of vital ground water which is critically needed in the mid-summer months prone to drought and increase the water that flows into the storm sewer water system. Consequences of development would also cause the natural scenic area to be cleared of vegetation and trees thus resulting the resident wildlife to become extinct. Any structures erected on this ground would not have a sound foundation to support it without major dirt removal and replenishing of the underlayment which circles back to issues of potential drainage problems unforeseen at the present time and left to an unknown future date to contend with.

Mustang City Code, Chapter 50 - Article III - Division 2 - Sec 50, highlights many reasons the requested property (specifically located at the coordinate indicated above) should **NOT** be allowed to be rezoned or developed.

PLEASE forward this letter to the planning commission members for their review of my concerns.

Thank you for your help and assistance.

Roy Clark
1821 W Mallard Way
Mustang, Ok 73064

**PLANNING COMMISSION
MINUTES DECEMBER 9, 2025**

The Mustang Planning Commission met in a regular session on Tuesday, December 9, 2025 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

I. CALL MEETING TO ORDER: Chairman Billy McDaniel called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Jesse Bratton, Susan Dobbins, Billy McDaniel, Aaron Spiegel

MEMBERS ABSENT: Brant O'Daniel, Jerry Brown

STAFF / EX OFFICIOS PRESENT: Ryan Conner, Community Development Director
Jacob Coleman, City Planner
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

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

.....

2. Rezoning – RZ-10-24-25-1-30

Applicant:	Box Law Group, PLLC
Owner:	Francisco Padilla
Location:	Directly West of 821 N Clear Springs Rd
Current Zoning:	R-E, Rural Estates District
Requested Zoning:	R-1, Single-Family District
Tract Info:	~3.7 acres, access from W Rendezvous Way & N Pheasant Way

Mr. Conner gave a staff report where he explained that this application is a straight rezoning request. He said that this application had come before the Planning Commission meeting in October 2025, where the request to go from R-E zoning to R-2 zoning was unanimously recommended for denial by the Commission. The applicant has since modified the rezoning request to go from R-E to R-1. **Mr. Conner** explained that the neighborhoods that surround the tract in question are all zoned R-1. If rezoning to R-1 is approved, the applicant will develop

approximately twelve (12) single-family homes. The applicant has provided a site plan that shows a new road for access, connecting W Rendezvous Way and N Pheasant Way. **Mr. Conner** said that the Comprehensive Plan calls for this area to be zoned R-E, but an R-1 zoning would be complimentary to the R-1 zoned developments surrounding the tract. Additionally, any development occurring in this area would require notable attention to drainage. One letter of opposition to this rezoning request was submitted to staff, however, the letter was submitted too late to be included in the packet given to commissioners. Additionally, **Mr. Conner** noted that during the previous application for rezoning (to R-2), a significant number of citizens appeared before the Planning Commission to oppose this rezoning. Mr. Conner concluded with a staff recommendation for approval of this rezoning request (to R-1), citing the adjacent, R-1 zoned neighborhoods in the vicinity of the tract.

Chairman McDaniel opened the Public Hearing at 7:09pm, and said that the applicant would speak first.

Representation of the applicant – **Kaitlyn Turner** with Box Law Group – addressed the Planning Commission.

Ms. Turner - 525 N 11th St. – presented on behalf of the applicant. She referenced the past application that would have rezoned the tract as R-2. She stated that the applicant has readjusted plans to match the surrounding R-1 zoned subdivisions, where the newly requested R-1 zoning for this tract would better fit the character of the area. **Ms. Turner** also acknowledged the aforementioned protest letter, which she read, about which she said that drainage issues would be addressed during the platting stage of development.

Motion to close the Public Hearing was called by **Commissioner Adams** and seconded by **Commissioner Spiegel** at 7:10pm. The motion was approved unanimously.

A motion was made by **Commissioner Adams** to recommend approval of the application. **Commissioner Spiegel** seconded the motion.

A roll call vote was taken:

Mr. Adams	Yay
Mr. Spiegel	Yay
Ms. Dobbins	Yay
Mr. Bratton	Yay
Mr. McDaniel	Yay

Motion passed 5-0. Chairman McDaniel announced the item will be heard at the January 6th City Council Meeting.



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Public Hearing and Consideration of Ordinance No. 1337, an Ordinance of The City of Mustang, Oklahoma, Amending the Zoning Ordinance of The City of Mustang, Oklahoma, as Amended, to Change Certain Property Located in Canadian County, Oklahoma, from A-1, Agricultural and Oil & Gas District to an R-1, Single-Family District Planned Unit Development, Declaring Repealer, and Providing for Severability.

Recommendation:

Approve or Deny Ordinance

Initiator:

Ryan Conner, Community Development Director

Background:

Planning Commission met at the December 9th 2025 regular Planning Commission meeting and voted 5-0 to recommend approval of the request to rezone this property from the A-1, Agricultural and Oil & Gas District to an R-1, Single-Family District Planned Unit Development.

Location: 500 -800 Block on the West side of N. Morgan Rd.

Project Description: The applicant, Premium Land, LLC has submitted an application to rezone an approximately 80-acre sized tract of land located in the 500-800 Block on the West side of N. Morgan Rd. The property is currently zoned A-1, Agricultural and Oil & Gas District and is being requested to be rezoned to a R-1, Single Family District Planned Unit Development (PUD) titled Arbor Creek.

This property was zoned as a R-1 PUD with the same name "Arbor Creek" from 2/1/2022 when it was approved until October of 2025 when the Mustang City Council reversed the zoning to the former zoning district, A-1, using the process set forth for PUD Reversions in Section 122-804 of the Municipal

Code. That process of PUD Reversion occurred after the City Council chose to revert the PUD due to inactivity as described in that section of the code.

The property owner has submitted an updated version of the Arbor Creek PUD with all necessary documents. After review of the new documents, Staff found there to be virtually no changes from the 2022 approved version other than minor punctuation changes in Section 9.2 “LANDSCAPING REGULATIONS” and minor language changes to Section 9.15 “COMMON AREAS”. The changes in that section address more clear ownership/expectations for the maintenance of drainage ways and common areas.

There is nothing in the Municipal Code section on PUD Reversions that prevents the owner from re-submitting their previously approved PUD application or making minor changes as in this case. This particular PUD, like the approved 2022 version of the PUD, does not request any variances or exceptions from the R-1 regulations, but instead self restricts and adds other amenities. Here is an overview of the PUD and highlight of those self-restrictions and amenities in no particular order. These self-restrictions and amenities have not changed from the approved 2022 version of the PUD and the newly submitted version of the PUD:

- Approximately 200-215 total Single-Family lots
- 2 Tracts
 - o Tract 1 “ 73.95 acres “ Bulk of development - Standard 7,200 SqFt Lots
 - o Tract 2 “ 6.04 acres “ Located in the NW corner “ Oversized 14,000 SqFt Lots
- Façade Restrictions “ requires 60% brick, et. al finishing products
- Access Restrictions
 - o Divided street access from Morgan Rd
 - o Access to N. Monocoupe Terr at the South
 - o Crash Gate access only to N. Bittercreek Terr
- Minimum Home Sizes
 - o Tract 1 “ 1,800 SqFt
 - o Tract 2 “ 2,200 SqFt
- A community space with a swimming pool, playground, basketball court, park benches, and on-street parking spaces.

The Planning Commission meeting on December 9th heard testimony from the applicant and two (2) citizens in opposition. After discussion, the Planning Commission recommend approval of the application.

Character of Neighborhood: This is an area adjacent to other medium-density residential areas, with the Bittercreek neighborhood to the NW (R-1 Zoning), Canadian Estates to the East (R-1 Zoning), and other residential areas to the South (R-E Zoning).

Conformance with Long-Range Plan: The long-range plan calls for Medium Density Residential Development in this area, so the zoning request does conform to the plan.

Utilities and Services: There is municipal water and sewer available to serve the property. The proposed roads in the development will be dedicated to the City.

Financial Impact:

0

Staff Comments:

After careful review, staff finds the submitted version of the PUD application to be virtually similar to the PUD approved in 2022 under the same name. The Comprehensive Plan calls for this area to be medium density residential. Staff believes the newly submitted version of this PUD with the added self-restrictions and amenities fits into the character of the area. Staff recommends approval.

Attachments:

[Ord 1337 Arbor Creek PUD-A-1 to R-1 PUD Rezoning.pdf](#)

[\(1\) A-1 to R-1 PUD Map - Arbor Creek.pdf](#)

[\(2\) Arbor Creek PUD Rezoning App.pdf](#)

[\(3\) Arbor Creek PUD Design Statement & Master Development Plan Map.pdf](#)

[\(4\) Fire Approval - Arbor Creek PUD.pdf](#)

[\(5\) DRAFT PC Minutes 12-9-2025 \(ITEM 3\) \(002\).pdf](#)

ORDINANCE NO. 1337

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

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

LEGAL DESCRIPTION OF COMPLETE PROPERTY FOR REZONING:

The North Half (N/2) of the Southeast Quarter (SE/4) of Section Twenty-six (26), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma. LESS AND EXCEPT the following tracts: A part of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 26, Township 11 North, Range 5 West, Canadian County, Oklahoma more particularly described as follows: Commencing at found magnetic nail in asphalt at the East-Quarter (E 1/4) Corner of said Section 26; Thence South 00°24'33" East along the East line of said Section 26, 1001.78 feet; Thence South 89°35'27" West 2005.24 feet to a set 1/2 inch diameter rebar with red plastic cap stamped LS 1041 and the point of beginning; Thence South 00°00'10" East, 60.00 feet to a set 1/2 inch diameter rebar with red plastic cap stamped LS 1041; Thence South 89°59'50" West, 60.00 feet to a set 1/2 inch diameter rebar with red plastic cap stamped LS 1041; Thence North 00°00'10" West, 60.00 feet to a set 1/2 inch diameter rebar with red plastic cap stamped LS 1041; Thence North 89°59'50" East, 60.00 feet to a set 1/2 inch diameter rebar with red plastic cap stamped LS 1041 at the point of beginning.

AND

A part of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 26, Township 11 North, Range 5 West, Canadian County, Oklahoma more particularly described as follows: Commencing at found magnetic nail in asphalt at the East-Quarter (E 1/4) Corner of said Section 26; Thence South 00°24'33" East along the East line of said Section 26, 1001.78 feet; Thence South 89°35'27" West, 2005.24 feet to a set 1/2 inch diameter rebar with red plastic cap stamped LS 1041; Thence South 78°41'14" West, 25.50 feet to the point of beginning; Thence South 00°00'10" East, 14.00 feet; Thence South 89°59'50" West, 30.00 feet; Thence North 00°00'10" West, 14.00 feet; Thence North 89°59'50" East, 30.00 feet to the point of beginning.

Section 2. REPEALER

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

Section 3. SEVERABILITY

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

PASSED AND APPROVED this ____ day of _____, 2026.

Mayor

ATTEST:

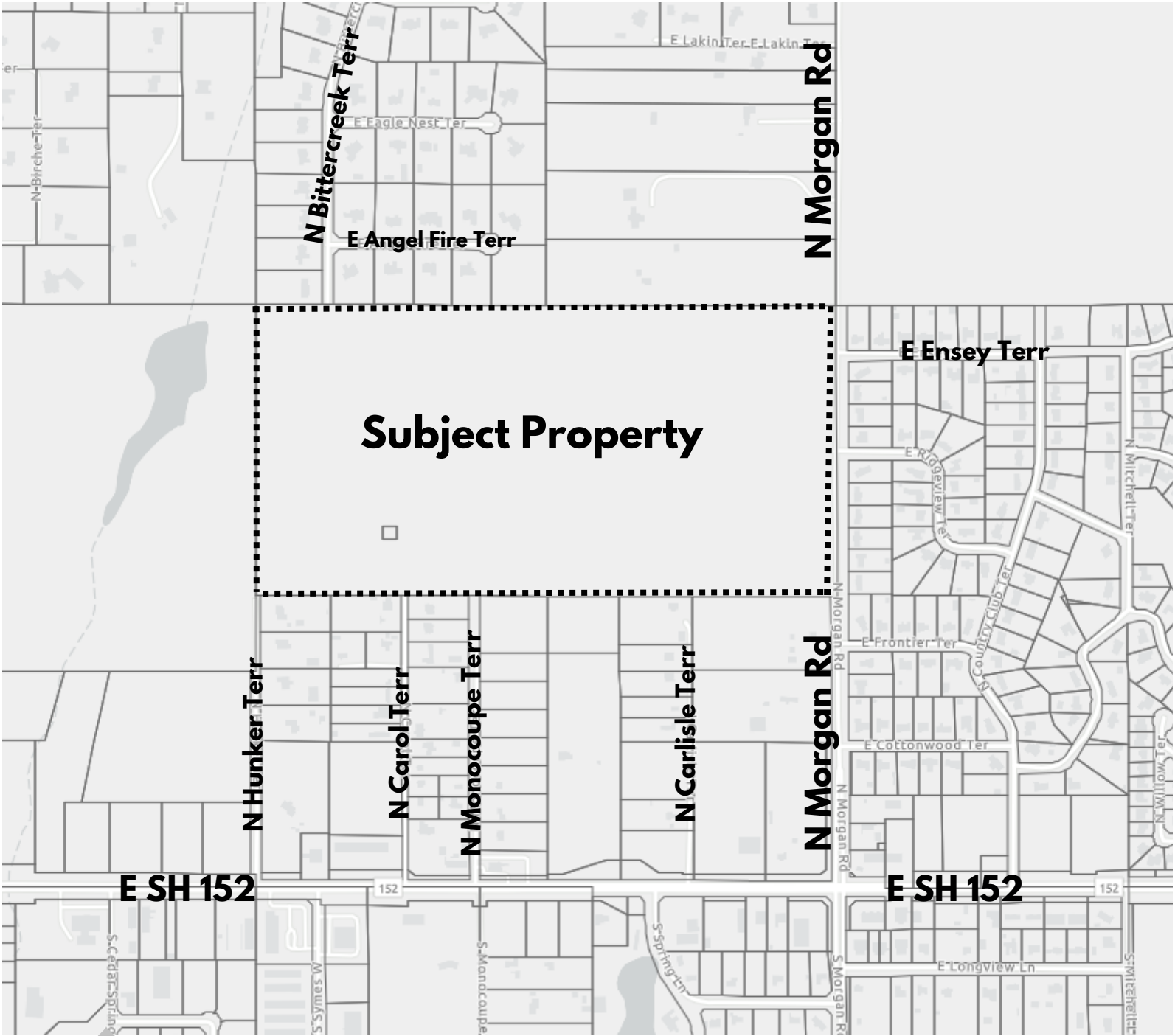
City Clerk

APPROVED as to form this ____ day of _____, 2026.

City Attorney

NOTICE OF REDISTRICTING - A-1 to R-1 PUD

“Arbor Creek” PUD - 500-800 Block on West Side of N. Morgan Rd:



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

N

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

October 22, 2025

PREPARED FOR:

Premium Land, LLC
P.O. Box 6718
Edmond, OK 73083
P 405.285.5105 F 405.285.5104
E zach@premiumlandok.com

PREPARED BY:

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

Residential

TABLE OF CONTENTS

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

PUBLIC IMPROVEMENTS	9.14
COMMON AREAS	9.15
DEVELOPMENT SEQUENCE	10.0
EXHIBITS	11.0

SECTION 1.0 INTRODUCTION

The Planned Unit Development (PUD) of Arbor Creek, consisting of 79.98 acres are located within the SE/4 of Section 26, Township 11 N, Range 5 W, of the Indian Meridian, Canadian County, Oklahoma. The subject property is generally located on the west side of N. Morgan Rd. between SW 74th Street and SW 59th Street.

SECTION 2.0 LEGAL DESCRIPTION

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

SECTION 3.0 OWNER/DEVELOPER

The owner / developer of this property is Premium Land, LLC, P.O. Box 6718, Edmond, OK 73083

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is presently zoned for A-1 General Agricultural and Oil and Gas District. Surrounding properties are zoned and used for:

North: A-1 Agricultural District and R-1 Single-Family District Bittercreek Addition.
East: R-1 Single Family Residential District, Canadian Estates Residential Subdivision.
South: R-E Rural Estates District, Hunker's Subdivision.
West: R-1 Single-Family District and is currently vacant.

The subject property is currently vacant.

SECTION 5.0 PHYSICAL CHARACTERISTICS

The highest elevation is 1360 at the southeast corner and the southwest area of the site. These two high points slope to the center of the parcel. The lowest elevation is on the north side, centrally located along the Blue Line stream. The site slopes from both the east and the west towards the center with a Blue Line running south to north. The subject property has trees on a large portion of the property. This property is in the Mustang Creek drainage basin. The subject property is located within a FEMA 50 or 100 year flood plain.

SECTION 6.0 CONCEPT

The concept for this PUD is to change the existing A-1 General Agricultural and Oil and Gas District zoning to R-1 Single Family Residential District zoning that will permit the development of a Single Family Residential Subdivision.

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The PUD shall take access from N. Morgan Rd which is a two-lane street paved to rural standards and N. Monocoupe Terrace which is a two-lane street paved to a rural standard. The nearest street to the north is S.W. 59th which is paved to rural arterial standards. The nearest street to the South is S.W. 74th Street and is four-lane with a continuous center turn lane.

Proposed streets in this Planned Unit Development shall be public and shall have right-of-way widths of 50 feet and shall be paved to the urban local street standards. N. Bittercreek Terrace of this PUD shall connect to the existing street but will have a crash gate for emergency access.

7.2 SANITARY SEWER

Public sanitary sewer facilities for this site are located to the north and will be extended to this PUD.

7.3 WATER

Water facilities for this property are available. Water services will be provided from a 12 inch water main located on the west side of N. Morgan Rd.

7.4 FIRE PROTECTION

The nearest fire station to this property is the station located at 465 W. State Hwy 152, Mustang, OK 73064. The station is approximately 2.8 miles from this PUD development.

7.5 GAS, ELECTRICAL, AND TELEPHONE SERVICE

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

7.6 PUBLIC TRANSPORTATION

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

7.7 DRAINAGE

Portions of the property within this PUD lie within a FEMA 100-year flood. The FEMA regulated drainage way runs south to north through the center of the site. The majority of the subject property drains west to east and east to west towards the centrally located floodplain and stream.

SECTION 8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those of which are in effect at

the time of approval of this PUD, or as modified prior to the time of development. Development is when a permit is issued for any construction or addition to any structure on a development tract. The R-1 Single-Family District shall be the underlying regulations applicable to this PUD as contained in the City of Mustang's Planning and Zoning Code as such exists at the time of approval of this PUD, or as modified prior to development. In the event of conflict between provisions of this PUD and any of the provisions of the City of Mustang's Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code, such Special Use and Development Regulations of this PUD shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the R-1 Single Family Residential District shall govern this PUD, except as herein modified, including conditional, special permit, special exception, and/or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

9.0 SPECIAL CONDITIONS

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

9.1 FAÇADE REGULATIONS

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

9.2 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of the City of Mustang's Landscaping Ordinance, including Article IX, Division 2 in place at the time of development in line with the Code requirements for R-1 Single-Family Residential District use.

9.3 LIGHTING REGULATIONS

The design site lighting in this PUD shall be in accordance with Chapter 122, Article V, Fencing and lighting of the City of Mustang, OK Municipal Code, 2021, in line with the Code requirements for R-1 Single-Family Residential District use.

9.4 SCREENING REGULATIONS

Screening within this PUD is not required.

9.5 PLATTING REGULATIONS

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

9.6 DRAINAGE REGULATIONS

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

9.7 ACCESS REGULATIONS

Access to this PUD/Tract shall be made from N. Morgan Rd via a divided street with central landscaped medians. A minimum 20-foot pavement lane shall be required on either side of said median. Access shall also be provided via a local street connection to N. Monocoupe Terrace located on the south side of this PUD.

A connection to N. Bittercreek Terrace, located at the northwest corner of this PUD, shall be allowed. This connection shall be for emergency access only and shall be gated and equipped with a knox box.

9.8 PARKING REGULATIONS

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

On-street queuing and maneuvering into private parking shall be permitted within public right-of-ways within this PUD. All parking shall be located on private property outside of public-right-of-ways. The queuing and maneuvering permitted within public right-of-ways shall be limited to the frontage of common areas for access to on-street parking spaces adjacent to an amenity area.

9.9 SIGNAGE REGULATIONS

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

9.10 ROOFING REGULATIONS

Each primary structure in this PUD shall have Class C roofing or better.

9.11 SIDEWALK REGULATIONS

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

9.12 HEIGHT REGULATIONS

The base zoning district regulations shall regulate heights of structures in this PUD. Shall not exceed 2-1/2 stories or 35 feet in height.

9.13 SETBACK, LOT SIZE AND LOT COVERAGE REGULATIONS

Tract 1: All lots in Tract 1 of this PUD shall have the following conditions:

Minimum Home Size: 1,800 square feet

Minimum Lot Size: 7,200 square feet

Minimum Lot Width: 60 feet at the front building line and must abut a street for not less than 45 feet.

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

Minimum Side Yard Setback:

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

Corner: 15 feet if back-to-back with another corner lot, or 25 feet in all other cases.

Minimum Rear Yard Setback: 20 feet

Maximum Lot Coverage:

Main Buildings: 35 percent

Accessory Buildings: 15 percent of the rear yard.

Maximum Building Height: 2 story, 35 feet

Tract 2: All lots in Tract 2 of this PUD shall have the following conditions:

Minimum Home Size: 2,200 square feet

Minimum Lot Size: 14,000 square feet

Minimum Lot Width: 70 feet at the front building line and must abut a street for not less than 45 feet.

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

Minimum Side Yard Setback:

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

Corner: 15 feet if back-to-back with another corner lot, or 25 feet in all other cases.

Minimum Rear Yard Setback: 40 feet

Maximum Lot Coverage:

Main Buildings: 35 percent

Accessory Buildings: 15 percent of the rear yard.

Maximum Building Height: 2 story, 35 feet

9.14 PUBLIC IMPROVEMENTS

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

9.15 COMMON AREAS

Maintenance of the common areas, drainage ways and drainage facilities, including, but not limited to the floodplain areas encompassed with Arbor Creek subdivision, as shown on the master development plan, shall be owned by and the joint and several responsibility of the property owner and the property owners of the subdivision through the Property Owners Association. The Property Owners Association shall, at a minimum, include as members the then current owners of tracts within the platted area and shall exist in perpetuity. The obligation to maintain the common areas is intended to benefit and may be enforced by the City of Mustang. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above and comply with Chapter 50 of the Mustang Code of Ordinances.

There are six distinct common areas totaling approximately 18.34 acres. The development shall construct an amenity area approximately the size of an acre that includes a swimming pool, playground, basketball court, park benches and on-street parking spaces. Shade trees shall be placed around the playground for added shade.

10.0 DEVELOPMENT SEQUENCE

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

11.0 EXHIBITS

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

Exhibit A – Overall Legal Description
Exhibit A1 - Tract 1 Legal Description
Exhibit A2 – Tract 2 Legal Description
Exhibit B – Master Development Plan
Exhibit C - Topography Plan

EXHIBIT A

LEGAL DESCRIPTION ARBOR CREEK

A tract of land situate within a portion of the Southeast Quarter (SE/4) of Section Twenty-Six (26), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

BEGINNING at the Northeast corner of said SE/4; thence

S 00° 24' 33" E a distance of 1315.71 feet; thence

S 89° 57' 15" W a distance of 2647.23 feet; thence

N 00° 17' 45" W a distance of 1317.92 feet; thence

S 89° 59' 52" E a distance of 2644.64 feet to the POINT OF BEGINNING.

Said tract contains 3,484,143 Sq Ft or 79.98 Acres, more or less.

EXHIBIT A1 – Tract 1 Legal Description

A tract of land situate within a portion of the Southeast Quarter (SE/4) of Section Twenty-Six (26), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

BEGINNING at the Northeast corner of said SE/4; thence

S00°24'33"E along the East line of said SE/4 a distance of 1315.71 feet; thence

S89°57'15"W a distance of 2647.23 feet to a point on the West line of said SE/4; thence

N00°17'45"W along said West line a distance of 1188.41 feet; thence

S56°44'18"E a distance of 234.38 feet to a point on a non-tangent curve to the right; thence

123.79 feet along the arc of said curve having a radius of 125.00 feet, subtended by a chord of 118.79 feet which bears N61°37'55"E; thence

S89°59'52"E a distance of 880.27 feet to a point of curvature to the right; thence

68.83 feet along the arc of said curve having a radius of 125.00 feet, subtended by a chord of 67.96 feet which bears S74°13'23"E; thence

N31°33'07"E a distance of 130.00 feet; thence

N00°00'08"E a distance of 109.29 feet to a point on the North line of said SE/4; thence

S89°59'52"E along said North line a distance of 1329.77 feet to the POINT OF BEGINNING.

Said tract contains 3,221,066 Sq Ft or 73.95 Acres, more or less.

EXHIBIT A2 – Tract 2 Legal Description

A tract of land situate within a portion of the Southeast Quarter (SE/4) of Section Twenty-Six (26), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Northeast corner of said SE/4; thence
N89°59'52"W along the North line of said SE/4 a distance of 1329.77 feet to the POINT OF BEGINNING;
thence

S00°00'08"W a distance of 109.29 feet; thence
S31°33'07"W a distance of 130.00 feet to a point on a non-tangent curve to the left; thence
68.83 feet along the arc of said curve having a radius of 125.00 feet, subtended by a chord of 67.96 feet
which bears N74°13'23"W; thence
N89°59'52"W a distance of 880.27 feet to a point of curvature to the left; thence
123.79 feet along the arc of said curve having a radius of 125.00 feet, subtended by a chord of 118.79
feet which bears S61°37'55"W; thence
N56°44'18"W a distance of 234.38 feet to a point on the West line of said SE/4; thence
N00°17'45"W along said West line a distance of 129.51 feet to the Northwest corner of said SE/4;
thence
S89°59'52"E along the North line of said SE/4 a distance of 1314.87 feet to the POINT OF BEGINNING.

Said tract contains 263,077 Sq Ft or 6.04 Acres, more or less.

POINT OF BEGINNING
NE CORNER OF SE/4 OF
SECTION 26 T1N, R9W, I1M

NORTH LINE SE/4

PETERSEN-BARNHART & BODDITT
BOOK 3462, PAGE 666

N89°59'52"W 1328.77'

S88°59'52"W 264.84'

BITTERBEEK SECTION 4
BOOK 8 PAGE 661

PRIVATE STREET

TRACT 2
R-1 SINGLE FAMILY DISTRICT
6.04 ACRES

128.51'

N88°59'52"W 234.38'

WEST LINE SE/4

BORGMEYER-MARTIN & LLOYD
BOOK 4074, PAGE 646
N00°17'45"E 1317.92'
S00°17'45"E 1188.41'

TRACT 1
R-1 SINGLE FAMILY DISTRICT
73.95 ACRES

EAST LINE SE/4

S00°24'33"E 1315.71'

MORGAN ROAD

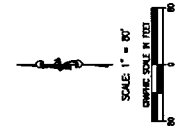
HUNTER'S BAYVIEW
BOOK 2A PAGE 36

HUNTER'S BAYVIEW
REPEAT OF TRACT 6
BOOK 8 PAGE 7

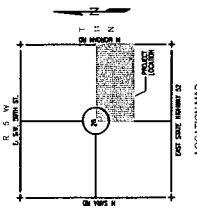
HUNTER'S BAYVIEW
BOOK 2A PAGE 36

CURVE TABLE				
CURVE	LENGTH	INSIDE RADIUS	CHORD BEARING	CHORD LENGTH
C1	15.37'	150.0'	S89°59'52"W 15.37'	15.37'
C2	16.87'	160.0'	S89°59'52"W 16.87'	16.87'

LEGAL DESCRIPTION
A tract of land situated within a portion of the Bitterbeek Quarter (SE/4) of Section 26, Township 1 North, Range 9 West, I.M., containing 79.99 acres, more or less, and being more particularly described as follows:
BEGINNING at the NE corner of said SE/4, thence
S 00° 15' 30" E along the East line of said SE/4 a distance of 1317.92 feet to a point on the West line of said SE/4, thence
S 00° 17' 45" E along said West line a distance of 1188.41 feet to a point on the North line of said
SE/4, thence
S 00° 24' 33" E along said North line a distance of 264.84 feet to the POINT OF BEGINNING.
Said tract contains 1,061,143 Sq. Ft. or 73.95 Acres, more or less.



MASTER DEVELOPMENT PLAN
OF
ARBOR CREEK
A PART OF THE SE/4, SECTION 26, T1N, R9W, I1M.
MUSTANG, CANADIAN COUNTY, OKLAHOMA



MASTER DEVELOPMENT PLAN
ARBOR CREEK

SHEET NO.: 2 OF 2
DATE: 10/24/25
PROJECT NO.: 21616200



BITTERCREEK SECTION 4
BOOK: 8 PAGE: 381

PETERSEN, SHARON & SCOTT
BOOK 3852, PAGE 965

BORNEMAN-MUSTANG LLC
BOOK 4074, PAGE 945

WEST LINE SE/4

NORTH LINE SE/4

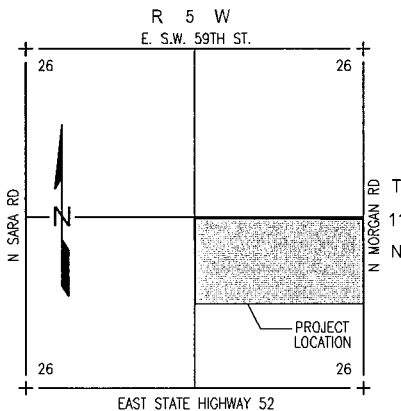
MORGAN ROAD

EAST LINE SE/4

HUNKER'S SUBDIVISION
BOOK: 2A PAGE: 13 $\frac{1}{2}$

HUNKER'S SUBDIVISION
REPLAT OF TRACT 5
BOOK: 3 PAGE: 7

HUNKER'S SUBDIVISION
BOOK: 2A PAGE: 13 $\frac{1}{2}$



LOCATION MAP
SCALE: 1" = 3000'



SCALE: 1" = 400'

GRAPHIC SCALE IN FEET



ARBOR CREEK - TOPOGRAPHIC MAP - ATTACHMENT C



Crafton Tull
architecture | engineering | surveying

405.787.6270 | 405.787.6276 |
www.craftontull.com

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

SHEET NO.: 1 of 1
DATE: 10/24/25
PROJECT NO.: 21616200

Mustang Fire Department
465 W. SH 152
Mustang, OK 73064



Phone: 405-376-7717
Fax: 405-376-7727
ehalter@cityofmustang.org

MEMORANDUM

TO: Community Development Department

FROM: Eric Halter, Fire Marshal

DATE: December 3, 2025

RE: Arbor Creek PUD

The Fire Prevention Department has reviewed the plans for Arbor Creek PUD and requires the following:

1. Fire Protection Water Supply shall be installed and operational prior to combustibles arriving on site. (IFC 508.1)
2. All access roads and turnarounds shall comply with adopted appendix D (Fire Apparatus Access Roads) of the IFC. Road widths shall be 26' wide, 28' radius, and cul-de-sac turnarounds shall be 96' in diameter.
3. All Fire apparatus access roads shall not exceed 10 percent in grade. (IFC Appendix D103.2).
4. The crash gate located at North Bitter Creek Terrace needs that have a Knox Box on it for fire department access. (IFC 503.6, IFC 506).
5. The bridge shall meet all requirements in IFC 503.2.6.



6. Fire Hydrant type, color (manufacturer powder coated safety yellow), and installation shall comply with City of Mustang Code of Ordinances NO. 1213 Sec. 118-171. - Fire hydrants. This can be found on the City of Mustang website, through the City Clerk's tab, under ordinances.
7. All water supply lines and fire hydrants shall comply with the City of Mustang Water System Ordinance.

**PLANNING COMMISSION
MINUTES DECEMBER 9, 2025**

The Mustang Planning Commission met in a regular session on Tuesday, December 9, 2025 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

I. CALL MEETING TO ORDER: Chairman Billy McDaniel called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Jesse Bratton, Susan Dobbins, Billy McDaniel, Aaron Spiegel

MEMBERS ABSENT: Brant O'Daniel, Jerry Brown

STAFF / EX OFFICIOS PRESENT: Ryan Conner, Community Development Director
Jacob Coleman, City Planner
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

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

3. Rezoning – RZ-10-24-25-1-30

Applicant/Owner:	Premium Land, LLC
Location:	500-800 Block on the West side of N Morgan Rd
Current Zoning:	A-1, Agricultural and Oil & Gas District
Requested Zoning:	R-1, Single-Family District w/ Planned Unit Development (PUD) – “Arbor Creek”
Tract Info:	~80 acres

Mr. Conner gave a staff report where he explained that the applicant has requested that rezoning from A-1 Zoning to R-1 Zoning take place. This property was zoned as an R-1 PUD with the same name – Arbor Creek – from February 2022 until October 2025, at which point the Mustang City Council reversed the zoning to its former, A-1, using the PUD Reversion process in Section 122-804 of the Municipal Code. This reversion of the PUD was implemented due to inactivity.

Mr. Conner explained that the property owner has submitted an updated version of the Arbor Creek PUD, which includes virtually no changes from the 2022 approved version, aside from punctuation changes in Section 9.2 “LANDSCAPING REGULATIONS” and minor language changes in Section 9.15 “COMMON AREAS.” The changes in language address expectations for

maintenance of drainage ways and common areas. **Mr. Conner** then described the submitted PUD as containing approximately 200-215 single-family lots, varying between two types of tracts, where Tract 1 is classified as 7,200 sq. ft. lots covering 73.95 acres, and where Tract 2 is classified as 14,000+ sq. ft. lots covering 6.04 acres. Additionally, façade restrictions will require 60% brick, restricted access points will be implemented, including only access from Morgan Rd and N Monocoupe Terr, and crash gate access only to N Bittercreek Terr. Minimum home sizes for Tract 1 will be 1,800 sq. ft., and minimum home sizes for Tract 2 will be 2,200 sq. ft. A community space will also be included, containing a swimming pool, playground, basketball court, park benches, and on-street parking spaces. **Mr. Conner** said that regarding the character of the neighborhood, Arbor Creek would conform to the surrounding developments, which range from R-E to R-1. The Comprehensive Plan calls for Medium Density Residential Development here, which supports R-1 zoning. Thus, staff recommends approval of this application.

Chairman McDaniel opened the Public Hearing at 7:18pm, and said that the applicant would speak first.

Kendall Dillon – Crafton Tull, 300 Pointe Parkway Blvd, Yukon – said that **Mr. Conner** explained all the necessary details in his staff report. **Mr. Dillon** explained that nothing had changed between this PUD and the PUD previously submitted. He reiterated details concerning the development and asked that the Planning Commission approve this resubmission of the same application.

Commissioner Spiegel asked if the street to the south of Arbor Creek exists already.

Mr. Dillon said that the street to the south does already exist, and that the proposed street patterns were discussed at length and modified to meet demands during previous Planning Commissions concerning this development.

Bryan Wolfe – 506 N Morgan Rd – asked the Commission to recommend denial of the application. He stated that R-E zoning would be more appropriate, citing previous opposition to this application by residents, and citing his preference of rural land around the area.

Charles Rusling – 722 N Morgan Rd - asked the Commission to recommend denial of the application. He said that this new development is incompatible with the existing neighborhoods around the area. He also cited increased traffic as an issue. He also discussed fire mitigation in the area and that he would like a plan for fire outbreaks if the development is approved.

Jeanna Daniel – 413 N Morgan Rd - spoke highly of the property owners and said that they had been good neighbors to her. She only requested that a fence be built between her property and the new Arbor Creek development.

Mr. Dillon responded to the residents who spoke, where he explained that the new home minimum sizes are already larger than most of the surrounding homes. He said that while he acknowledges the previously mentioned concerns, this plan has been well-thought out and has met numerous issues with solutions that were previously approved by the Planning Commission.

Commissioner Bratton asked about the fencing mentioned by **Ms. Daniel**.

Mr. Dillon said that fencing and drainage issues have been addressed and will continue to be addressed throughout the development process.

Motion to close the Public Hearing was called by **Commissioner Adams** and seconded by **Commissioner Bratton** at 7:36pm. The motion was approved unanimously.

A motion was made by **Commissioner Adams** to recommend approval of the application.
Commissioner Spiegel seconded the motion.

A roll call vote was taken:

Mr. Adams	Yay
Mr. Spiegel	Yay
Ms. Dobbins	Yay
Mr. Bratton	Yay
Mr. McDaniel	Yay

Motion passed 5-0. Chairman McDaniel announced the item will be heard at the January 6th City Council Meeting.



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Ryan Connor

Submitting Department: Community Development

Item Type: Approval

Agenda Section: DISCUSSION ITEMS

Subject Title:

Public Hearing and Consideration of Special Use Permit Application SUP-11-10-25-1-25, 316 N. Chris Terr, Brenna Reaves, R-E Rural Estates District, Requesting Use for a Micro-School/Homeschool-Hybrid.

Recommendation:

Approve or Deny Application

Initiator:

Ryan Conner, Community Development Director

Background:

Planning Commission met at the December 9th 2025 regular Planning Commission meeting and voted 5-0 to recommend approval of the request to allow for a Micro-School/Homeschool-Hybrid with the following conditions:

- (1) The maximum total enrollment for the school shall be forty (40) students.
- (2) The maximum daily student population shall be twenty-eight (28) students.
- (3) The school shall implement immediately a staggered pick-up/drop-off system to alleviate traffic.
- (4) A separate entrance and exit shall be designated within the property itself, where all queuing will occur, to aid in traffic flow.

Location: 316 N. Chris Terr

Project Description: The applicant, Brenna Reaves, has submitted an application for a Special Use Permit to allow for the use of a "Micro-school/Homeschool Hybrid" on the property at 316 N. Chris Terr, which also contains a single-family house lived in by the applicant. This use is not identified in the Zoning code nor described elsewhere in the Municipal code, thus seen as staff warranted for the application of a Special Use Permit to potentially be approved with any parameters that the Planning

Commission and/or City Council find appropriate. Special Use Permits, if approved, are evaluated every 2 years or when necessary.

This use has been ongoing on the property for approximately 4 years now with a limited number of children allowed on the property at one time under fire permitting requirements. The described use in 2022 when approached by the applicant to staff was a similar use – a homeschool hybrid type environment for home-schooled children to meet together. Similar to the allowed numbers of children for in-home daycares, staff believed this use, while limited for life-safety purposes from fire, fell into an allowed use category of the municipal code. At the time, up to 14 children could be housed in the accessory building constructed on the property for the educational purposes of a homeschool hybrid environment. The children are taught different math & science resources that are sometimes more difficult for parents to teach at home to home-schooled children. This model of homeschool hybrid does require enrollment fees for the children left in the care of the teacher on site. Ms. Reaves has discussed with staff that they have been attempting to acquire state education accrediting and expansion on the number of children enrolled in the program.

The property, roughly 1.65 acres in size, contains the single-family house occupied by Ms. Reaves and their family, as well as an accessory structure where the homeschool hybrid learning has been taught. Recently, Ms. Reaves approached City Staff about allowing additional children on site for the homeschool hybrid model in an additional accessory building. Staff believes the expansion on the use without a Special Use Permit setting parameters, would become a zoning violation. The Special Use Permit could limit the number of children on site, reduce traffic issues, and more. Any special conditions should be specifically enumerated and incorporated into a recommendation if this use is found to be appropriate for the property in general. Prior to the Planning Commission meeting, there had been no known complaints or other violations on this property in relation to the existing homeschool hybrid use. The Reaves still plan to live in the house on site, but want to expand the number of children they can teach.

At the December 9th Planning Commission meeting, the Commissioners heard from the applicant and asked several clarifying questions. Essentially, the max enrollment number of 40 students & daily allowed number of students and the other conditions came from back-and-forth questions with the applicant and concerns that this use could have to the neighboring area. There was one person in opposition to the Special Use Permit citing concerns about the traffic, threats that can be caused by having children nearby, and other general nuisance concerns.

The decision to approve or disapprove the special use permit shall be within the legislative power of the city council and shall be based upon consideration of the health, safety and general welfare of the citizens and compatibility with the surrounding area, the size of land required, the specialized nature of the land use, and the impact on surrounding properties. It shall be the duty of the planning commission and city council under the provisions of this division to evaluate the impact of uses for which an application for a special use permit is submitted, and to stipulate any necessary conditions and restrictions, in addition to those specifically contained in this division, to ensure that the use remains compatible with the surrounding area. The City Council may impose any additional terms or conditions necessary to protect the general character of the area and preserve the intent and purpose of this chapter and the comprehensive plan.

Character of Neighborhood: The surrounding properties are larger lot residential uses.

Conformance with Long-Range Plan: The long-range plan calls for this area to be Residential Estate.

Utilities and Services: There is water services to the property, but it is served by private septic sewer service.

Financial Impact:

0

Staff Comments:

The operation of the small homeschool-hybrid has not received any complaints or nuisance attraction outside of the complaints received by one citizen at the Planning Commission meeting. Staff recommends approval of the Special Use Permit with the same conditions recommended by the Planning Commission which were approval with:

- (1) The maximum total enrollment for the school shall be forty (40) students.
- (2) The maximum daily student population shall be twenty-eight (28) students.
- (3) The school shall implement immediately a staggered pick-up/drop-off system to alleviate traffic.
- (4) A separate entrance and exit shall be designated within the property itself, where all queuing will occur, to aid in traffic flow.

Attachments:

- (1) [Application.pdf](#)
- (2) [Map Location.pdf](#)
- (3) [Basecamp_Daily_Operations_Summary.pdf](#)
- (4) [Current Site Plan.pdf](#)
- (5) [Future Site Plan.pdf](#)
- (6) [Daily Schedules.pdf](#)
- (7) [DRAFT PC Minutes 12-9-2025 - ITEM 4.pdf](#)
- (8) [DRAFT - SUP License - 316 N. Chris Terr - Micro-School Homeschool-Hybrid.pdf](#)

APPLICATION FOR SPECIAL USE PERMIT

CITY OF MUSTANG, OKLAHOMA
COMMUNITY DEVELOPMENT DEPARTMENT
1501 N. Mustang Rd.
MUSTANG, OKLAHOMA 73064
PHONE: (405) 376-9873

RECEIPT NO. 1765450

DATE: 11/10/25

A special use permit provides for uses that do not fit into the normal pattern of zoning district regulations, but because of certain characteristics might best be allowed only after proving their ability to meet certain standards. The Planning Commission and City Council hear applications for special use permits at public hearings, and special conditions and restrictions may be placed on the permit as condition of approval, to assure that the use remains compatible with the surrounding area. A special use permit is reviewed every two years by the City Council, and is not transferable to another location or owner. Provisions for a special use permit are found in Chapter 122-71 of the municipal code. This application is to be accompanied by a \$75.00 non-refundable application fee, a site plan describing the property to be used, and a certified list of all property owners within 300 feet of the subject property (with map).

APPLICATION IS HEREBY MADE FOR A SPECIAL USE PERMIT:

NAME OF APPLICANT: Brenna Reaves

ADDRESS: 316 N. Chris Ter Mustang, OK 73064

PHONE NO. 405-314-9280

ADDRESS OF PROPERTY FOR WHICH SPECIAL USE PERMIT IS REQUESTED:
316 N. Chris Ter. Mustang, OK 73064

LEGAL DECSRIPTION: T11N R05W S25 SE4 A#41 PT SE4-BEG 1485'W
+ 735'N OF SE/C, TH N255' E290'

PROPERTY OWNER (if other than applicant): Zachary Reaves (husband)
ADDRESS: same

CURRENT ZONING: RE

DESCRIPTION OF SPECIAL USE: operation of Microschool/Homeschool Hybrid in accessory buildings
on the most east acre at 316 N. Chris Ter Mustang, OK 73064

Brenna Reaves
Signature of Property Owner

Brenna Reaves
Signature of Applicant

DATE OF PLANNING COMMISSION HEARING: 12/9/25
DATE OF CITY COUNCIL: _____ DATE OF PUBLICATION: _____
NOTIFICATION TO PROPERTY OWNERS: _____

A SPECIAL USE PERMIT WAS GRANTED/DENIED BY THE MUSTANG CITY COUNCIL ON THE _____ DAY OF _____, 20____, AND SHALL BE REVIEWED BY CITY COUNCIL EVERY TWO YEARS AS REQUIRED UNDER SECTION 122-75, WITH THE FOLLOWING CONDITIONS AND RESTRICTIONS:
SEE ATTACHED*****

NOTICE OF SPECIAL USE PERMIT APPLICATION

Micro-school/Homeschool Hybrid - 316 N. Chris Terr





Basecamp Hybrid School LLC

Daily Operations Statement

Website: basecamphybridschool.net

Location: Mustang, Oklahoma

Grades Served: 2nd–10th Grade

Educational Model: Hybrid Tutoring Program for Homeschoolers

Current Enrollment: 24 students

Additional Capacity Requested: 10 more students

Operational Year: Year 4, operating Mustang's first micro private school

Accreditation: Officially accredited by the Oklahoma State Department of Education

Safety Compliance: Annual Fire Marshal inspections conducted

Hours of Operation:

- School Days: Monday–Thursday
- Office Hours: 9:30 AM – 3:15 PM
- Tutoring/Instructional Hours: 9:30 AM – 3:00 PM
- Staff Arrival: 9:00 AM
- Student Drop-Off: 9:20 – 9:30 AM
- Student Pick-Up: 3:00 – 3:15 PM
- After-School: Private music lessons on Monday afternoons only

Program Description:

Basecamp Hybrid School LLC provides a hybrid tutoring and academic enrichment program for homeschool families.

Instruction includes Math, ELA, Social Studies, Science, Spanish, Life Skills, Art, project-based learning, outdoor learning, and community-building.

Students maintain homeschool status while attending part time.

Arrival & Dismissal Procedures:

- Drop-Off: One-way driveway pattern; supervised transitions into classrooms.
- Pick-Up: Supervised dismissal; students released only to authorized adults.

Student Population & Class Structure:

- Classrooms: 2 classrooms, each 550–900 sq. ft.
- Daily Attendance: 6–16 students
- Multi-Age Groups: 2–4, 5–7, 8–10

- Class Size: 6–12 students per group

Educational Program:

Daily schedule includes core tutoring in math and ELA, social studies, science, Spanish, life skills, art, project-based learning, outdoor exploration, recess, and independent practice.

Outdoor Use:

Students go outdoors 2–3 times daily for nature study, science labs, gardening, and supervised play.

Noise is minimal due to small groups.

Parking & Traffic Flow:

- Staff Vehicles: 3
- Parent Vehicles: Limited and staggered
- Driveway prevents street congestion
- No buses used

Staffing & Supervision:

- 4 staff members
- 1 teacher's assistant
- A registered nurse on staff
- All staff trained in CPR/First Aid, emergency procedures, and child safety

Safety & Compliance:

- Annual Fire Marshal inspections
- Monthly emergency drills
- Visitor check-in and controlled access
- Emergency and hazard communication plans
- First aid kits in every instructional area

Food, Health, & Sanitation:

- Students bring their own food
- Daily classroom sanitation
- Bathrooms cleaned mid-day and after school
- Health protocols follow state guidelines

Neighborhood Impact:

- Daytime-only operations

- Minimal noise and traffic
- No evening/weekend activities except rare family events

Property:

- 2-acre property (1 acre school use / 1 acre residential)
- Students do not access residential areas

Contact:

Brenna J. Reaves, Owner

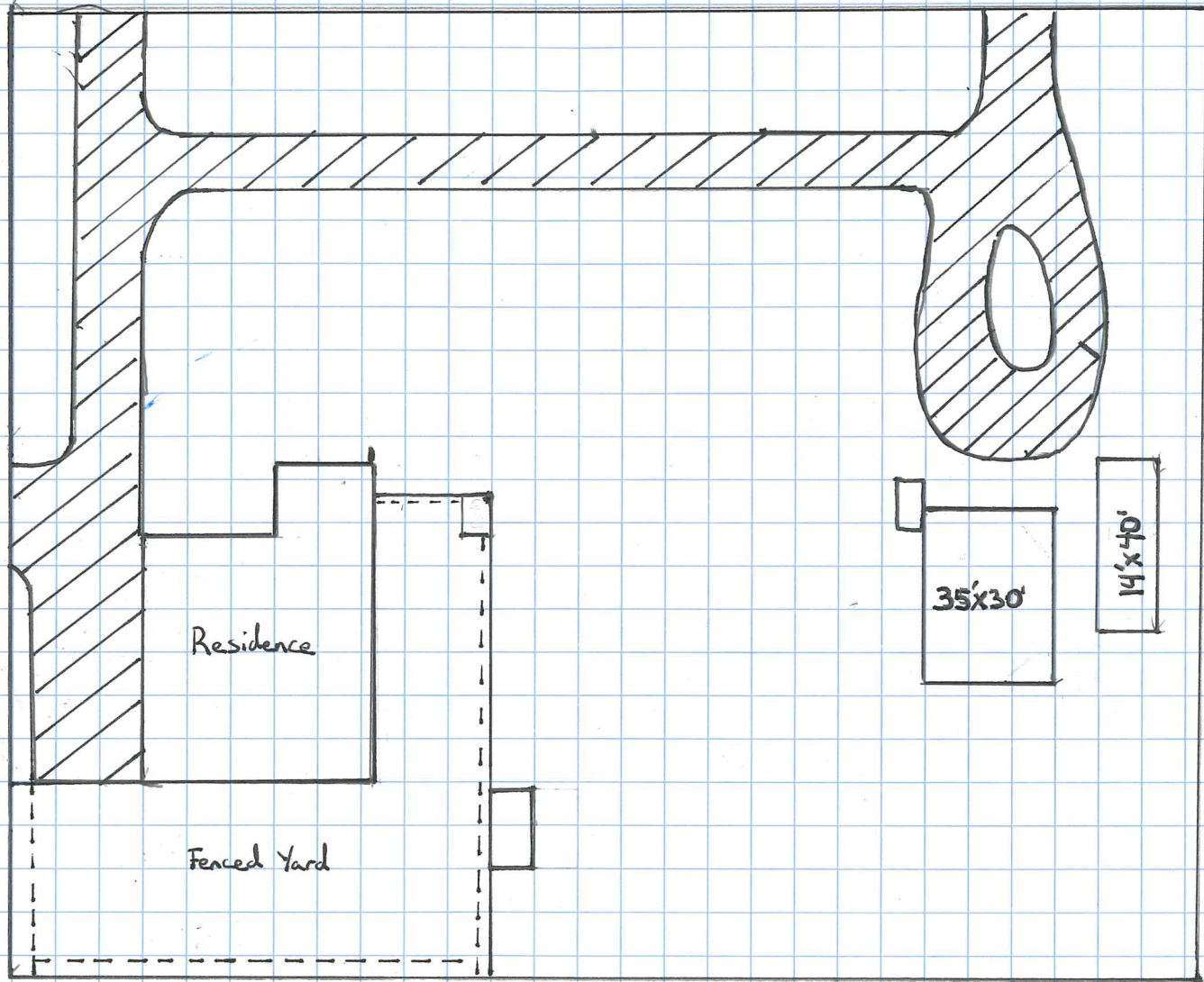
Phone: 405-314-9280

Email: basecamphybridschool@gmail.com

Website: basecamphybridschool.net

E Frontier Terrace

N Chris Terrace



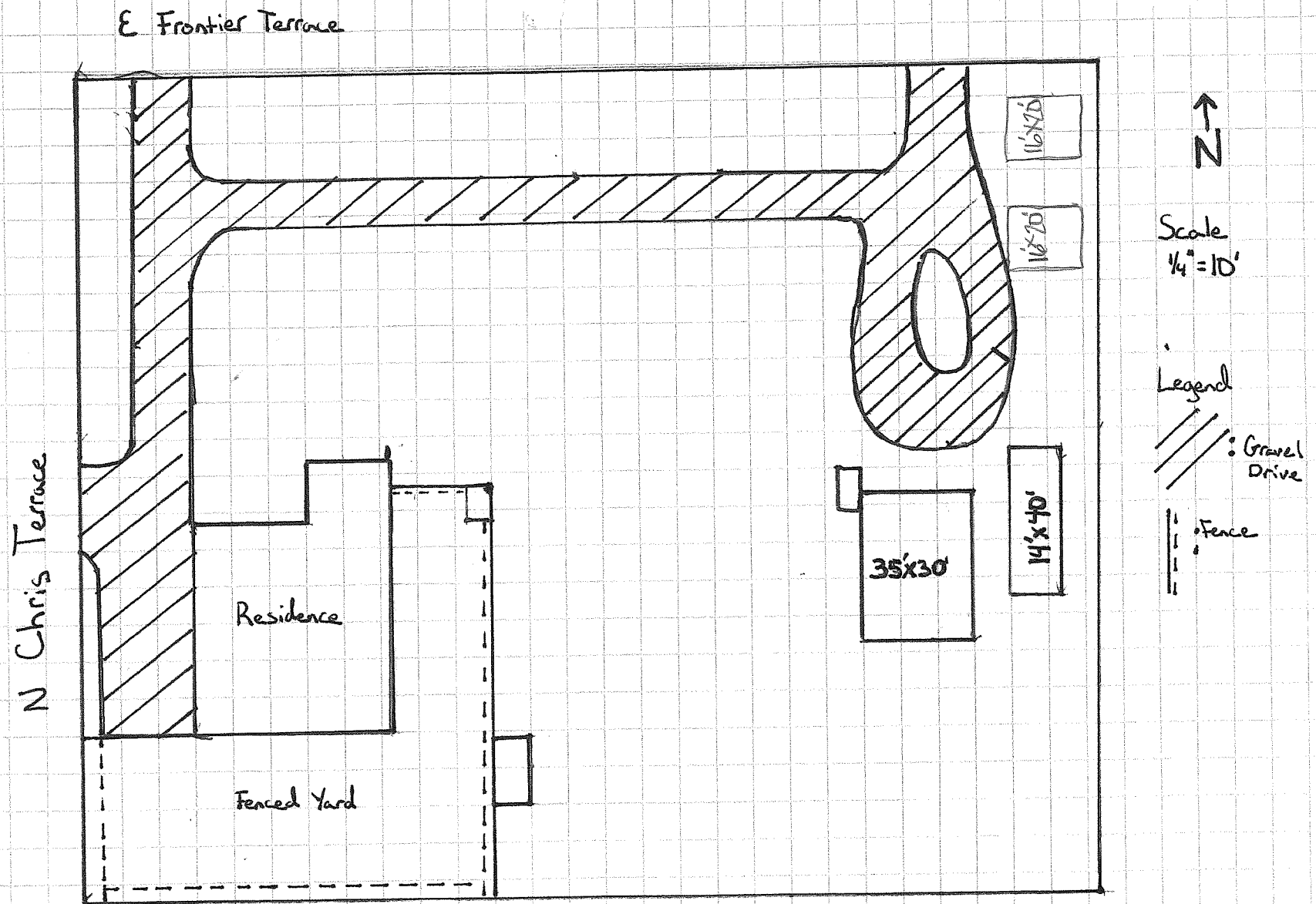
Scale
 $\frac{1}{4}'' = 10'$

Legend

 Gravel Drive

 Fence

*CURRENT PLAN 2025



* FUTURE POTENTIAL PLAN 2026-2027

Basecamp Daily Schedules

Explorers

9:25 Arrival
9:40 Morning Meeting
10:00 Social Studies
11:00 Read Aloud
11:30 Lunch
12:30 Science
1:30 Snack
1:45 Project Time
2:30 Clean up/ Afternoon Meeting
2:45 Dismissal

Trailblazers

9:25 Arrival
9:40 Science
11:00 Lunch
12:00 Social Studies
1:20 Snack
1:30 Spanish
2:20 Life Skills
3:15 Dismissal

Classes

Sparks: K-1st Friday Morning
Explorers: 2nd- 4th Monday/Wednesday
Trailblazers: 5th - 7th Tuesday/Thursday
Pioneers-Hybrid: 8th-10th Tuesday/Thursday
Pioneers Academy: Hybrid + Monday/Wednesday
Scouts (coming January): K- 1st Monday/Wednesday

Pioneers-Hybrid

9:25 Arrival
9:40 World History
11:00 Lunch
12:00 Anatomy & Physiology
1:20 Snack
1:30 Spanish
2:20 Life Skills
3:15 Dismissal

Pioneers- Academy Days

9:25 Arrival
9:30 Pre-Algebra/Algebra
10:30 Creative Writing
11:30 Lunch
12:15 Literature
1:15 Psychology
2:15 Dismissal

Sparks

9:25 Arrival
9:40 Storytime/Morning Meeting
10:00 Stem
10:30 Art
11:00 Lunch
12:15 Dismissal
12:30 Music (starts January)

**PLANNING COMMISSION
MINUTES DECEMBER 9, 2025**

The Mustang Planning Commission met in a regular session on Tuesday, December 9, 2025 at 7:00 p.m. at the Mustang Municipal Building, City Council Chambers at 1501 N. Mustang Road.

I. CALL MEETING TO ORDER: Chairman Billy McDaniel called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

MEMBERS PRESENT: Jay Adams, Jesse Bratton, Susan Dobbins, Billy McDaniel, Aaron Spiegel

MEMBERS ABSENT: Brant O'Daniel, Jerry Brown

STAFF / EX OFFICIOS PRESENT: Ryan Conner, Community Development Director
Jacob Coleman, City Planner/Secretary
Justin Goodwin, Audio-Visual/Bldg. Inspector
Jonathan Miller, City Attorney

IV. APPROVAL OF MINUTES: Commissioner Jay Adams made a motion to approve the minutes from the October 14, 2025 meeting. Commissioner Aaron Spiegel seconded the motion. The motion was approved unanimously.

V. INTRODUCTION OF GUESTS AND VISITORS/HEARING OF CITIZENS AND DELEGATES
None.

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

4. Special Use Permit – SUP – 11-10-25-1-25

Applicant:	Brenna Reaves
Owner:	Brenna and Zachary Reaves
Location:	316 N Chris Terr
Current Zoning:	R-E, Rural Estates District
Requested Use:	Micro-school/Homeschool Hybrid
Tract Info:	~1.65 acres

Mr. Conner gave a staff report, where he first discussed the Special Use Permit process and its relevance to this application. The referenced school has been in operation for approximately 4 years with a limited number of children allowed on the property due to fire safety regulations. As the school has grown, as uses have increased, and as the applicant has pursued state education accreditation, staff believes that a Special Use Permit would be necessary to avoid zoning violations. **Mr. Conner** said that this kind of permit could set a limit on the number of students, set hours of operation, and require Fire and ADA adherences. The surrounding properties are all residential and on similar acreages. There have been no complaints concerning the school, but there have been inquiries into the details of the school since this item has been placed on the Planning Commission agenda. Thus, staff recommends approval of the Special Use Permit with limitations to the number of students allowed and any other mitigations that the Planning Commission should consider to reduce conflict with surrounding uses.

Chairman McDaniel asked about clarification concerning the number of students at any given time and about increased traffic around the area.

Mr. Conner deferred to the applicant.

Commissioner Adams asked if any fencing was present at the property.

Mr. Conner deferred to the applicant.

Commissioner Spiegel asked what defines a commercial property versus a property with an assigned Special Use Permit.

Mr. Conner replied that a Special Use Permit is more appropriate for this application because of the presence of a primary residence on the property. This endeavor would be simpler than going through the process of rezoning to a commercial zoning, where the current residence would not be able to continue being used as a residence.

Chairman McDaniel opened the Public Hearing at 7:48pm, and said that the applicant would speak first.

Zachary Reaves – 316 N Chris Terr – discussed the history of the school and the importance of community to his family. Since deciding to create the school, the Reaves family renovated a barn already on the property and have followed fire safety protocol during the remodel/construction process.

Brenna Reaves – 316 N Chris Terr – described at length her reasons for founding the school, including the medical needs of her child that have prevented use of the public school system, and including the desire for her children to attend school with other children outside of public school. **Mrs. Reaves** also discussed the differences between her school and other homeschool co-op organizations in the area. She has hired certified teachers and she charges tuition. The Reaves family also lives on the property, but her home is not utilized in any way by the school population. In previous discussions with the Fire Marshal, **Mrs. Reaves** has been notified that currently, no more than twelve (12) children would be allowed to enroll at her school, akin to a home daycare. These discussions have prompted the Reaves family to modify the school building to meet fire safety standards, which the Fire Marshal inspects annually. While **Mrs. Reaves** does seek expansion of her school enrollment numbers, she is committed to maintaining small class sizes.

Chairman McDaniel asked about current enrollment number for the school.

Mrs. Reaves said that 24 students are currently enrolled. There are three (3) groups of students that rotate through classroom usage, including 2nd-4th grade, 6th-7th grade, and 8th-10th grade. No students drive themselves to the property.

Mr. Reaves said that they would like a higher maximum enrollment number through the Special Use Permit, to accommodate for potential future growth.

Chairman McDaniel asked if there were any parking issues on the property, or if parents simply drop off the children.

Mrs. Reaves said that only two (2) teachers at a given time will park their vehicles on the property. This number does not include the Reaves family vehicle(s), which are parked at the residential building where they live. **Mrs. Reaves** is also the nurse on staff, as she is a nurse herself.

Mr. Reaves discussed the staggering of pick-up and drop-off times that helps alleviate traffic build up in the neighborhood.

Mrs. Reaves said that on her busiest day, the entire pick-up process takes approximately twelve (12) minutes.

Mr. Reaves said that the school has obtained state education accreditation, which has included site visit by state authorities.

Mrs. Reaves said for 2026, the school is considered a state-accredited private school. The school is currently in its fourth year of operation.

Chairman McDaniel asked about future expansion plans.

Mrs. Reaves said that expansion is an aspect of her future plans for the school, but she does not yet have a clear idea for how that will look, considering her commitment to small class sizes.

Chairman McDaniel said that he is concerned about rapid expansion and how the property can handle that.

Mr. Reaves said that expansion is still an ongoing idea for the school, without a clear path forward. Future options include keeping the current school capped by the limitations set by the Special Use Permit, expanding to a commercial location, or expanding to other towns throughout the state.

Commissioner Adams asked for a clear number concerning maximum enrollment.

Mrs. Reaves said that the maximum number of students in a classroom at a time is sixteen (16). Her ideal maximum enrollment is forty (40) students.

Commissioner Dobbins suggested that a maximum daily limit of students at the school would be an important consideration.

Commissioner Adams explained that the primary concern is having a business operating in a residential area. Issues surrounding this include traffic and noise. He supported **Commissioner Dobbins'** concerns about maximum daily limit.

Mrs. Reaves asked why other schools are allowed to exist near residences.

Commissioner Adams clarified that those schools exist within appropriate zoning, while the school in question exists within a residentially zoned area.

Mr. Reaves said that a barb-wired fence exists to the east of the school, next to a tract of land that is brush hogged twice a year. To the south is another house and a storage unit, to the west are houses across a street (the Reaves live on a corner lot), and the houses to the north are occupied by families that send their children to the school.

Commissioner Bratton asked about hazardous weather safety plans.

Mrs. Reaves said that they typically follow Mustang Public Schools weather advisories. There is a cellar on site in the residential building for emergencies. Safety plans were created alongside state education accreditation agencies. A gate at the front of the property remains locked during school hours.

Chairman McDaniel asked if there was a maximum per day limit for students on the property.

Mrs. Reaves said that she does not have a figure in mind currently.

Commissioner Dobbins asked how many buildings are used for the school and how many there will be in the future.

Mrs. Reaves said there is a 14ft by 40ft building that she wants to include as a part of the school. She also wants to construct a 16ft by 20ft building for kindergarten usage in the future. Neither of these buildings include the renovated barn already being used for the school.

Chairman McDaniel said that it is important to set a maximum daily enrollment and a maximum total enrollment for Special Use Permit purposes.

Commissioner Adams asked questions clarifying the maximum enrollment figures.

Mrs. Reaves said that there should be a maximum daily enrollment of twenty-six (26) students and a maximum total enrollment of forty (40) students.

Commissioner Spiegel asked if any of the children who are old enough would be driving to and from the school.

Mrs. Reaves said none of the students drive to and from the school.

Mr. Reaves said that they would like to implement a policy that no students are allowed to drive to and from the property.

Commissioner Dobbins asked about food arrangements.

Mr. Reaves said that the students bring their own lunch, no food is served on site.

David Polly – 2207 E Frontier Terr – alleged that he would speak for himself and on behalf of two (2) neighbors. He said that he opposes the school because of traffic concerns, parking on the small road near the property, and because of future growth in enrollment numbers. He was also concerned that the presence of a school may devalue properties surrounding the area. **Mr. Polly**

supports the idea of the school itself, but he believes that this property is not an appropriate location for such a school. He also said that schools are sometimes targets for violence, citing a threat previously made directed at this school, which is something he does not want near his home.

Mr. Reaves addressed one of Mr. Polly's concerns. He said that the threat in question was made by an anonymous child who sent a message to another student in the form of a prank, an issue that was dealt with seriously and swiftly by the school.

Chairman McDaniel asked Mr. Reaves to clarify the details of the driveway at the school.

Mr. Reaves explained that there are two (2) entrances on different sides of the property. One of these entrances is a circle drive, with one entrance and one exit.

Commissioner Adams asked if the parents queue up on E Frontier Terr.

Mrs. Reaves said that if parents arrive early, they do sometimes queue on E Frontier Terr, because the gate to the school is locked until school is out of session.

Chairman McDaniel expressed concern over the nature of the small street that is E Frontier Terr and how traffic can impede travel there.

Commissioner Adams discussed the issues surrounding having a business in a residential area.

Mr. Polly expressed more concern about traffic in the neighborhood.

Shayla Hanselman – 2301 E Frontier Terr – said that her children attend the school. She supports the school and said that traffic is not a concern near the property. She said that property values have not been affected by this school.

Commissioner Adams asked how many cars **Mrs. Hanselman** sees as they queue up for pick-up time.

Mrs. Hanselman said that traffic is never really a concern, and if the school were to open up an alternative driveway, traffic would be even less of a concern.

Tim Hanselman – 2301 E Frontier Terr – said that traffic is not a concern. His children attend the school, and he is in support of the school. He said that property values have increased in recent time, not decreased.

Mr. Polly said that increasing student enrollment is the issue that will drive property values down in the future.

Joseph Scholle – 2325 E Frontier Terr – said that he supports the school. He has met some of the students and he spoke highly of the way they are being taught and the way they interact with the community. He said that traffic has never been a concern in the neighborhood. He said that more schools should exist like this, and he urged the Commissioners to approve the Special Use Permit.

Mr. Polly said he supports schools like this, but he does not support in his neighborhood.

Casey Linde – 1822 E Mitchell Terr – said that as a real estate agent, she does not see property values going down in this area. She supports the school and urged for approval.

Motion to close the Public Hearing was called by **Commissioner Adams** and seconded by **Commissioner Spiegel** at 8:25pm. The motion was approved unanimously.

Commissioner Bratton said that he knows families who have attended the school and he has only heard good things.

Commissioner Spiegel said that there are two primary issues to address: enrollment maximums and traffic concerns.

Chairman McDaniel said that maximum enrollment, daily limits, queuing, and staggering pick-up times must be addressed. He then asked **City Attorney Jon Miller** if this item would go to City Council.

Mr. Miller confirmed that upon approval by the Planning Commission, this item would be presented to City Council.

Commissioner Bratton asked for clarification on the number of students enrolled.

Mr. Conner said that it would be necessary to identify a specific number with the applicant to define the Special Use Permit parameters.

Commissioner Dobbins asked for details on the process on creating a motion for this application.

Mr. Miller explained that the Commission can deny the application, or create a motion for a Special Use Permit that includes the residential use and the micro-school use, subject to any unique additions that the Commission would assign to the permit. He encouraged the Commission to be very specific in creating their given restrictions.

Commissioner Adams provided four (4) potential provisions to include in the Special Use Permits. One, maximum total enrollment for the school shall be forty (40) students. Two, maximum daily student population shall be twenty-six (26) students. Three, the school shall implement immediately a staggered pick-up/drop-off system to alleviate traffic. Four, a separate entrance and exit shall be designated within the property itself to aid in traffic flow.

Commissioner Dobbins said she agreed with **Commissioner Adams**, and that the Special Use Permit should be based on the daily operations statement provided by the applicant.

Chairman McDaniel said that he agrees with **Commissioner Adams'** four provisions, and that the daily operations statement from the applicant has the potential to change from year to year.

Commissioner Adams said that because of the staggering pick-up/drop-off implementation, he does not think that the daily operations statement would account for potential later drop-off times that the school currently does not abide by.

Mr. Miller asked if the maximum numbers of enrollment and daily limits would apply to special gatherings of students on the property.

Commissioner Adams asked **Mrs. Reeves** to come to the stand and talk about special events.

Mrs. Reeves said that as the school has grown, she has now begun to hold special events at the Community Center.

Commissioner Adams confirmed with the applicant that if gatherings of more than the maximum daily limit should take place, they would convene at an off-site location.

Mrs. Reaves agreed with this.

Mr. Reaves asked if the maximum daily limit included parents, concerning special showcasing of schoolwork occasionally. He also asked if the maximum daily limit included personal gatherings at the Reaves residence.

Commissioner Adams asked about the frequency of evening events on the property.

Mrs. Reaves said that there are two (2) evening events per year, one in the spring and one in the fall, which will take place at an off-site location.

Commissioner Adams reiterated the importance of setting specific limits on the permit.

Mrs. Reaves asked to increase daily maximum limit from twenty-six (26) to twenty-eight (28).

Commissioner Adams questioned the logistics of this increase. He then asked questions regarding the separate entrance and exit for queueing.

Mr. Reaves described the layout of his property and suggested multiple sites for the separate entrance and exit.

Commissioner Adams gave suggestions regarding a good site location for this driveway.

Commissioner Dobbins confirmed with the applicant that the calendar follows the same school year as surrounding schools.

Chairman McDaniel discussed increasing the maximum daily limit from twenty-six (26) to twenty-eight (28). His concern lies in future expansion, regarding the notion that this Special Use Permit is already encroaching on maximum limits for a residential area.

Mr. Miller recommended that the Commissioners ask **Mr. Conner** if he had any insight into how the Special Use Permit should be implemented from the standpoint of the Community Development Director.

Mr. Conner said that defining a specific number concerning maximum limits is important, and that traffic concerns regarding the separate entrance and exit is also important. He advised the Commission to define very specifically the four (4) stipulations that would be written with the Special Use Permit.

Commissioner Dobbins reiterated the importance of queueing on the property and not on the public street, due to the nature of the residential area.

Mr. Miller clarified that the Special Use Permit will include residential uses currently existing.

Commissioner Adams agreed with **Mr. Miller** that residential uses apply alongside the provisions made in the Special Use Permit.

A motion was made by **Commissioner Adams** to recommend approval of the Special Use Permit with the following four (4) conditions:

- (1) The maximum total enrollment for the school shall be forty (40) students.
- (2) The maximum daily student population shall be twenty-eight (28) students.
- (3) The school shall implement immediately a staggered pick-up/drop-off system to alleviate traffic.
- (4) A separate entrance and exit shall be designated within the property itself, where all queuing will occur, to aid in traffic flow.

Commissioner Spiegel seconded the motion.

A roll call vote was taken:

Mr. Adams	Yay
Mr. Spiegel	Yay
Ms. Dobbins	Yay
Mr. Bratton	Yay
Mr. McDaniel	Yay

Motion passed 5-0. **Chairman McDaniel** announced the item will be heard at the January 6th City Council Meeting.

DRAFT

THE CITY OF MUSTANG SPECIAL USE PERMIT 11-10-25-1-25

LICENSE HOLDER: BRENNA REAVES

PROPERTY: 316 N CHRIS TERR

SPECIAL USE – MICRO-SCHOOL/HOMESCHOOL-HYBRID

This Special Use Permit allows use of the Property for the Special Use under the controls, terms, regulations and CONDITIONS OF APPROVAL set forth herein and subject to Chapter 122, Article II, Division 3 of the Mustang Code of Ordinances.

CONDITIONS OF APPROVAL:

- (1) The maximum total enrollment for the school shall be forty (40) students.**
- (2) The maximum daily student population shall be twenty-eight (28) students.**
- (3) The school shall implement immediately a staggered pick-up/drop-off system to alleviate traffic.**
- (4) A separate entrance and exit shall be designated within the property itself, where all queuing will occur, to aid in traffic flow.**

NOW ALL MEN BY THESE PRESENTS THAT:
THE CITY COUNCIL OF THE CITY OF MUSTANG
APPROVED SAID SPECIAL USE PERMIT ON 1/06/2026
WITH THE CONDITIONS AS STATED ON THIS LICENSE:

City Clerk

Mayor

APPLICANTS NAME: Brenna Reaves
SECTION NO: 122-73
DATE ISSUED: 01/06/2026
EXPIRES: 01/06/2028



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Ordinance

Agenda Section: DISCUSSION ITEMS

Subject Title:

Consideration of Ordinance No. 1338, an Ordinance of the City of Mustang, Oklahoma, Amending the Code of Ordinances, Chapter 118, Section 118-6(c) to set the monthly dates for return of temporary flow meters; Declaring repealer; and Providing for severability.

Recommendation:

Move to approve ordinance.

Initiator:

Jon Miller, City Attorney

Background:

Currently, Ordinance Sec. 118-6(c) requires persons holding temporary flow meters to return the meters monthly to the utility department between the 20th and the 37th of the month so that the meter can be read and water usage billed to the customer. The utility department has advised that the date should be changed to require submission between the 20th and the 25th of the month because water bills are already in process by the 27th. The ordinance presented will change the return dates to the 20th to the 25th of the month.

Financial Impact:

None

Staff Comments:

Staff recommends approval.

Attachments:

[Ord 1338 118-6\(c\).TemporaryWaterFlowMeter - Return Dates \(010626\).pdf](#)

ORDINANCE NO. 1338

AN ORDINANCE OF THE CITY OF MUSTANG, OKLAHOMA, AMENDING THE CODE OF ORDINANCES, CHAPTER 118, SECTION 118-6(C) TO SET THE MONTHLY DATES FOR RETURN OF TEMPORARY FLOW METERS; DECLARING REPEALER; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. ENACTMENT. Chapter 118, Section 118-6(c) of the Code of Ordinances of the City of Mustang, Oklahoma, is hereby amended to read as follows:

Sec. 118-6. Temporary water flow meters – Terms of Use.

(a-b) [Subsections (a) and (b) are unchanged.]

(c) Temporary water flow meters must be returned to the utility department between the 20th through 25th of each month for a meter reading. Failure to return a meter during this period for a monthly reading will result in a penalty of \$50.00 for each missed month. If a temporary water flow meter is not returned for a monthly reading, a minimum usage of 100,000 gallons will be billed to the consumer in addition to the penalty.

(d-i) [Subsections (d) through (i) are unchanged.]

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

PASSED AND APPROVED this 6th day of January, 2026.

Michael Ray, Mayor

ATTEST:

Tammi Noblitt, City Clerk

APPROVED as to form this 6th day of January, 2026.

Jonathan E. Miller, City Attorney



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Report

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

Consideration of possible purchase of real property; and, possible executive session as authorized by 25 Okla. Stat. § 307(b)(3).

Recommendation:

Adjourn to Executive Session for discussion

Initiator:

Jon Miller, City Attorney

Background:

Discussion of background will be presented in executive session.

Financial Impact:

TBD

Staff Comments:

Staff recommends adjourning to executive session.

Attachments:



Mustang City Council Agenda Item Report

Meeting Date: January 6, 2026

Submitted by: Jon Miller

Submitting Department: Law

Item Type: Report

Agenda Section: MATTERS FOR EXECUTIVE SESSION

Subject Title:

Consideration of City Attorney's Employment Agreement; and, Proposed executive session as authorized by 25 Okla. Stat. § 307(B)(1).

Recommendation:

Adjourn to executive session for discussion.

Initiator:

Jon Miller, City Attorney

Background:

To be discussed in executive session.

Financial Impact:

TBD

Staff Comments:

Recommend adjourning to executive session.

Attachments: